TERMS AND CONDITIONS FOR THE "TELL ALDI" COMPETITION (the "Competition")

This page (together with the documents referred to on it) tells you the contractual terms on which you may enter the Competition (the "Terms").

ALDI is running the Competition as part of the <u>www.tellALDI.com</u> site (the "**Site**"). The Site is part of ALDI's ongoing efforts to hear the opinions and thoughts of ALDI customers regarding their experiences with ALDI and ALDI products.

Please read these Terms and the associated Privacy Policy carefully before you apply to enter the Competition. Entry to the Competition shall constitute your acceptance of these terms and conditions and your agreement to be bound by them.

We recommend that, if you intend to enter the Competition, you print a copy of these Terms for your future reference.

INFORMATION ABOUT US

- We are ALDI Stores Limited ("ALDI"). We are a company registered in England and Wales under company number 2321869. Our registered office is at Holly Lane, Atherstone, Warwickshire, CV9 2SQ. Our VAT number is GB813053468.
- 2. To contact us, please visit us at https://customerservice.ALDI.co.uk/contact or call us on 0800 042 0800.

HOW TO ENTER THE COMPETITION

- To enter the Competition all you need to do is complete and submit the entry form on the Site (www.tellALDI.com). You will need a 16 digit code from your ALDI Store Receipt to access the entry form. No other forms of entry will be accepted.
- **4.** All Aldi Stores in the United Kingdom are participating in the Competition.

Any personal data which we collect from you, or that you provide to us, will be processed by us in accordance with the "Tell ALDI" Privacy Policy set out here. Please read this policy carefully to understand our views and practices regarding your personal data and how we will treat it.

RESTRICTIONS ON ENTRY

- 5. Anyone who is over 18 and resident in the UK can enter the Competition except:
 - a. ALDI's employees and their immediate families (such as children, spouses, siblings, aunts, uncles and grandparents); or
 - b. employees, officers or agents of any companies associated with the Competition.
- **6.** No more than two entries may be made per household per week.
- 7. You are only eligible to win one prize in any 12 week period.
- **8.** Providing incorrect information (such as a false name or address) will mean you are ineligible to enter the Competition.
- **9.** ALDI may disregard any entry it believes has been made in breach of these Terms.

THE PRIZE

- 10. There will be eleven separate prizes of £100 ALDI vouchers each calendar month. There will therefore be eleven prize draw winners each month. Each Competition winner will be required to select which store they wish to redeem their vouchers at when ALDI contact them to inform them of their win.
- 11. No cash alternative is available to the prize and it cannot be transferred, sold or exchanged.

COMPETITION RULES AND PROCEDURES

Please note that, first and foremost, the following rules and procedures are not intended to require Competition entries to only be positive, ALDI wants them to reflect the real views of real people.

- **12.** Entries must relate to your experience shopping at one of the participating ALDI stores.
- 13. Competition entries must be written in good faith and must be honestly believed, appropriate, civil, tasteful and accord with generally accepted standards of etiquette. Entries must in particular not:
 - a. be illegal or unlawful under any applicable local, national or international law or regulation;
 - b. infringe any third party's legal rights (including any copyright, moral right, database right, trade mark right, design right, right in passing off, or other intellectual property right);
 - c. be libellous, maliciously false, harassing or threatening;
 - d. infringe any right of confidence, right of privacy, or right under data protection legislation;
 - e. be fraudulent, have a fraudulent purpose or effect, be in contempt of any court, or in breach of any court order;
 - f. be obscene, offensive, sexually explicit, promote violence or promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
 - g. be untrue, false, inaccurate or misleading; or
 - h. constitute spam.
- **14.** Please note that ALDI may contact you to discuss your entries to the Competition.

SELECTING THE WINNERS

- **15.** ALDI will draw the Competition once per calendar month. Each month's draw will take place in the first week of the subsequent month.
- **16.** Each of the eleven winners will be selected at random by a computer from the qualifying entries which:
 - a. were made in respect of an invoice from a participating store;
 - b. were not included in any previous draws; and
 - c. have been received by ALDI on or before the last calendar day of the month to which the draw relates.
- 17. For the avoidance of doubt, qualifying entries received after the last calendar day of each month will be entered into the next month's draw.
- **18.** ALDI will attempt to contact each winner by e-mail or phone. ALDI reserves the right to re-draw the Competition if a winner cannot reasonably be contacted within 28 days of the relevant draw.
- **19.** Each winner's vouchers will be sent to them at the UK address which they provide when contacted by ALDI. The vouchers will be delivered within 14 days of the winner's confirmation of this address.

PRIVACY AND PUBLICITY

- **20.** The name and county of residence of each winner will be announced on ALDI's Twitter page, www.ALDI.co.uk and/or www.tellALDI.co.uk, within six weeks of the relevant draw.
- **21.** Competition winners may be asked to take part in free publicity surrounding their win but participation in such publicity is not compulsory.
- 22. Any personal data which we collect from you, or that you provide to us, will be processed by us in accordance with the "Tell ALDI" Privacy Policy set out here. Please read this policy carefully to understand our views and practices regarding your personal data and how we will treat it.

OUR LIABILITY TO YOU

- 23. If ALDI fails to comply with these Terms it will be responsible for the loss or damage which you suffer which is a foreseeable result of its breach of the Terms or its negligence. However, ALDI will not be responsible for loss or damage which is not foreseeable or which is outside of ALDI's reasonable control.
- 24. No responsibility or liability will be accepted by ALDI for entries which are not received or are lost in transmission for any reason. Proof of sending or transmission will not be accepted as proof of entry. Corrupted, damaged, unintelligible, inaudible or incomplete entries will be invalid.

GENERAL

- **25. Discretion:** Where these Terms refer to the exercise of any discretion by ALDI such discretion shall be absolute and no correspondence shall be entered into regarding any associated decisions.
- **26. Events beyond our control:** Events may occur that render the Competition itself or the selection of a winner impractical due to reasons beyond ALDI's control. We may, at our discretion, make such variations or amendments to the Competition as we feel are necessary as a result of such events.
- **27. Cancellation of the Competition:** ALDI reserves the right to cancel, terminate, modify or suspend the Competition in whole or in part at anytime. We will not have any liability, whether to you or to any third-party, as a result of such a change.
- **28. Entire Agreement:** These Terms (together with the documents referred to in them) constitute the entire agreement between you and ALDI in relation to your entry to the Competition, and supersede and extinguish all previous agreements in respect of the Competition.
- **29. Variation:** We may update these Terms from time to time. We will notify you of any changes either by email or by placing a suitable notice on the Site. These changes will take effect once such notice has been given.
- **30. Other promotions:** Any other promotions run by ALDI will be governed by their own separate terms and conditions.
- **31. Vouchers:** The use of any vouchers provided by ALDI may be subject to additional terms of use printed on the vouchers themselves.
- **32. General Terms:** In addition to these Terms, your use of ALDI websites shall also be subject to any Terms of Use or Privacy Policies shown on those websites from time to time.
- **Assignment:** ALDI may at any time assign, transfer, mortgage, charge or deal in any other manner with any or all of its rights and obligations under or arising from these Terms.
- **34. Severability:** Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- **35. 3**rd **Party Rights:** These Terms relate to an agreement between you and ALDI. No other person shall have any rights to enforce any of these Terms.
- **36. Applicable Law:** These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

The parties irrevocably agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms or their subject matter or formation (including non-contractual disputes or claims).