

TERMS AND CONDITIONS

ALMOND START PROMOTION

1. General

- 1.1 This Promotion is organised by Abbot Kinney's B.V. (**Promotor**), having its address at Nieuwe Hemweg 2, 1013BG Amsterdam, the Netherlands, for the promotion of the new and improved Almond Start yoghurt alternative.
- 1.2 **Promotion Period:** from 00.00 CET on 20 November 2018 to 23.59 CET on 31 January 2019.
- 1.3 **Promotional Products:** Almond Start products containing a promotional pack sticker.
- 1.4 By entering this Promotion, you agree to be bound by these Terms and Conditions. We reserve the right to change the Terms and Conditions during the Promotion Period. Any such changes will be communicated via www.abbotkinneys.com/win.
- 1.5 Questions, comments and complaints about this Promotion and the Terms and Conditions can be sent via email to info@abbotkinneys.com. We will do our utmost to handle your complaint as quickly as reasonably possible.

2. Participation

- 2.1 **To Enter:** simply purchase a Promotional Product, then visit www.abbotkinneys.com/win to enter your details (name, email address and country of residence) and your unique 8-digit entry code on the inside of the promotional pack sticker.
- 2.2 Purchase and internet access are required. **Please retain your promotional pack sticker and your purchase receipt as it may be required to verify your win.**
- 2.3 Participation in this Promotion is only open to legal residents of Europe, who are aged 18 years or over, excluding employees of Promotor and anyone professionally associated with this Promotion.
- 2.4 You may take part in the Promotion only once. A maximum of one Prize per person can be won during the Promotion Period.
- 2.5 All entries must be made directly by the person entering the Promotion. Bulk entries from trade, consumer groups or third parties will not be accepted.
- 2.6 The Promotor reserves the right to exclude a participant from the Promotion if such person is found to have provided incorrect, incomplete or misleading contact information or has committed fraud.

3. Prizes & Winners

- 3.1 During the Promotion Period, the following prizes shall be awarded:
 - a. **Main Prize:** a romantic trip for two to breath-taking Sicily, Italy (including a return flights from the airport of your choice, transfers and accommodation for three nights) worth an estimate of € 800. The trip will be booked by a travel agent of Promotor's choice in the country of residence of the winner. The exact dates of the trip shall be coordinated with the winner, but in any event must take place between 1 February and 31 December 2019.
 - b. **Second Prize:** 10x one month's worth of Abbot Kinney's products worth € 50 each; and
 - c. **Third Prize:** 15x 2 coconut bowls from Plant Ahead worth € 15 each.

The total value of the prizes is estimated at € 1,525.

- 3.2 **Winner Selection:** Winners will be randomly selected from all valid entries received during the Promotion Period. The prize draw will be conducted in an impartial manner by electronic means, within 5 working days of the close of the Promotion Period.
- 3.3 **Winner Notification:** The Main Prize winner will be contacted by email within 5 working days of the prize draw date and will be required to send their winning promotional pack sleeve, proof of purchase, and their full name and address to info@abbotkinneys.com within 14 days of first contact received. Second and Third Winners will be contacted by email within 5 working days of the prize draw and will be required to confirm acceptance of the prize within 14 days of initial contact and to provide their full name and address for delivery of their prize.
- 3.4 If the winner refuses the prize or does not respond to the initial contact within 14 days, the Promoter reserves the right to disqualify the winner. If a winner is disqualified, the Promoter reserves the right to award the Prize to a reserve winner selected in the same manner.
- 3.5 The Main Prize winner will be contacted within 5 working days of receipt of the winner's winning promotional pack sleeve to organise the trip. Second and Third Prize winners will receive their prize within 1 month of receipt of their delivery details.
- 3.6 The prizes are not transferable or exchangeable and cannot be redeemed for monetary value or for any other form of compensation.
- 3.7 If for any reason the prize is not available, the Promoter reserves the right to substitute another prize for it, in its sole discretion, of equal or higher value.
- 3.8 Any tax payable with respect to the Prizes shall be borne by the Promotor.

4. Personal Information

- 4.1 The winners agree to allow the Promoter to use their name and country of residence to announce the winners of the Promotion. The Promoter reserves the right to publish the names and countries of residence of the winners.
- 4.2 The full names and countries of the winners will be available by sending a self-addressed envelope to Abbot Kinney's B.V., Nieuwe Hemweg 2, 1013BG Amsterdam, the Netherlands at the end of the Promotion Period for a period of 2 months.
- 4.3 The winners also agree to cooperate in promotional activities in connection with the award of the prizes and give permission to the Promotor to use their name, photos and videos for publicity purposes in any form of media without compensation.
- 4.4 Your personal data will be held in accordance with all relevant data protection legislation currently in force. To view our Privacy Policy visit: https://www.abbotkinneys.com/wp-content/uploads/2018/06/PR_EN-AVG-Privacy-verklaring-2.pdf. We will only use your personal data for the administration of this Promotion and for no other purpose unless we have your consent.

5. Liability

- 5.1 If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of infection by computer virus, network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or any cause beyond the reasonable control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter may in

its sole discretion cancel, terminate, modify or suspend the Promotion, or invalidate any affected entries.

- 5.2 The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense or damage which is suffered or sustained (whether or not arising from any person's negligence) in connection with this Promotion or accepting or using the prize, except for any liability which cannot be excluded by law (including personal injury, death and fraud) in which case that liability is limited to the minimum allowable by law.

6. Applicable Law

- 6.1 If any provisions of these Terms and Conditions are judged to be invalid, illegal or unenforceable, this shall not affect or impact the continuation in full force and effect the remainder of the provisions.
- 6.2 These Terms and Conditions and the Promotion are governed by Dutch law and shall be subject to the exclusive jurisdiction of the courts of Amsterdam, the Netherlands. However, in the event of a dispute, participants have the right to submit their claim to the competent court in the city and country of their residence.

20-11-2018