

## NESTLÉ Aero Wheel of Fortune PRIZE DRAW

### ABRIDGED TERMS AND CONDITIONS FOR THE NEWSLETTER/EMAIL:

\*UK, CI, IoM & ROI. 18+. Closes **midday** on **04.03.2024**.

No purchase necessary. Internet and email access required. To enter, entrants must visit the promotional page on **Aerochocolate.co.uk** and provide their first name, last name and email address and confirm they have read and accept the promotion Terms & Conditions. Press the spin button on the 'Wheel of Fortune' for a chance to win one of 104 prizes. Prizes: **Tier 1:** 25 x Milkybar Raspberry Ripple Buttons – 86g, 25 x Aero Neapolitan Melts – 86g, 25 x Munchies Cookie Dough – 97g, 25 x Randoms Ice Cream Foamies – 120g & **Tier 2:** 4 x Reimagined Ice Cream Classic bundles each including: 1 x Milkybar Raspberry Ripple Buttons – 86g, 1 x Aero Neapolitan Melts – 86g, 1 x Munchies Cookie Dough – 97g & 1 x Randoms Ice Cream Foamies – 120g.

Max. one spin per email address. Max. one win per person per prize tier. 104 prizes available to be won in total via randomly allocated winning moments. All prizes available to be won. The winners will be notified instantly on screen and, subject to verification, will receive an email via the email address included in their original entry confirming their win and asking them for their postal address. Exclusion apply. For full Terms and Conditions click the link above.

Promoter: Nestlé UK Ltd, Nestlé Confectionery (UK), York, YO31 8TA

Any images are for illustrative purposes only and may vary from the actual prize.

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### FULL TERMS AND CONDITIONS FOR THE WEBSITE

#### **Aero Wheel of Fortune 2024**

#### **Full Terms & Conditions**

These Terms and Conditions prevail in the event of any conflict or inconsistency with any other communications, including advertising or promotional materials. Entry instructions are deemed to form part of the Terms and Conditions and by participating all entrants will be deemed to have accepted and be bound by the Terms and Conditions. Participants should retain a copy for their information.

By entering this promotion, participants confirm that they have read the Promoter's [Privacy Policy](#) and agree to these Terms and Conditions of the promotion. By submitting any information required as part of their participation into the campaign, participants agree to their information being held and processed in accordance with the General Data Protection Regulation (GDPR) and the Data Protection Act 2018.

Promoter: Nestlé Confectionery (UK), Nestlé UK Ltd, York, YO31 8TA

#### **The Promotion:**

1. Open to UK (England, Scotland, Wales and Northern Ireland), CI, IoM & ROI residents aged 18 or over. Excludes employees and their immediate families of the Promoter, affiliated companies, agents or anyone else professionally connected to the promotion.
2. Internet and email access required.

3. No purchase necessary.
4. Maximum one (1) entry per email address. Anyone entering or to be found entering more than once, using multiple identities or computerised or automated systems will be disqualified from the promotion.
5. Max. one (1) win per person per prize tier.
6. The entrant entering the promotion must be the owner of the email account used to enter.
7. Any entries received from invalid email accounts will not be entered.
8. **Conduct of entry:** The Promoter reserves the right at its sole discretion to disqualify any entrant found to be tampering with the entry process or the operation of the promotion; or to be acting in any manner deemed by the Promoter to be in violation of the Terms and Conditions; or to be acting in any manner deemed by the Promoter to be disruptive.

**Promotional Period:**

9. Promotion opens at **midday on 28.02.2024** and closes at **midday on 04.03.2024**. Any entries received outside of these times and dates will not be included in the promotion and no opportunities to win will occur.

**To enter:**

10. To enter, entrants must visit the promotional page on **Aerochocolate.co.uk** and will need to provide their first name, last name and email address and confirm they have read and accept the promotion Terms and Condition. Submit the entry by pressing the spin button on the wheel of fortune for a chance to win one of 104 prizes. A maximum of one spin is allowed per email address.
11. No responsibility will be accepted for entries which are incomplete, incorrectly completed, not received for whatever reason or for any technical or other error that may arise with any entry.
12. The Promoter reserves the right at its sole discretion to disqualify any individual found to be attempting to tamper with the operation of the promotion, setting up multiple accounts, using multiple identities or to be acting in any manner deemed by the Promoter to be in violation of the terms and conditions; or to be acting in any manner deemed by the Promoter to be disruptive.
13. Bulk entries made from trade, consumer groups or third parties will not be accepted. Incomplete or illegible entries, entries by macros or other automated means (including systems which can be programmed to enter), and entries which do not satisfy the requirements of these Terms and Conditions in full will be disqualified and will not be counted. If it becomes apparent that an entrant is using a computer(s) to circumvent this condition by, for example, the use of 'script', 'brute force', masking their identity by manipulating IP addresses, using identities other than their own or any other automated means in order to increase that entrant's entries into the promotion in a way that is not consistent with the spirit of the promotion, that entrant's entries will be disqualified and any prize award will be void.

**The Prizes:**

14. There are 104 prizes available to be won in total;

**Tier 1:**

25 x Milkybar Raspberry Ripple Buttons – 86g

25 x Aero Neapolitan Melts – 86g

25 x Munchies Cookie Dough – 97g

25 x Randoms Ice Cream Foamies – 120g

**Tier 2:**

4 x Reimagined Ice Cream Classic bundles each including:

1 x Milkybar Raspberry Ripple Buttons – 86g, 1 x Aero Neapolitan Melts – 86g, 1 x Munchies Cookie Dough – 97g & 1 x Randoms Ice Cream Foamies – 120g

Max. one win per person per prize tier.

15. No cash alternative offered in whole or in part. In the event of unforeseen circumstances, the Promoter reserves the right to offer an alternative prize, in whole or part, of equal or greater value.
16. Please allow up to 28 days for delivery of the prize from the date of winner acceptance.

The Promotor is not responsible for any loss or damage to the prize once the item has been dispatched from the fulfilment house.

17. Images used are for illustrative purposes only.

**Winner Selection & Notification / fulfilment:**

18. During the promotional period, the prizes have been randomly allocated and linked to open 'winning moments' that have been randomly pre-selected by a secure independently verified computer programme. There are 104 winning moments available throughout the promotional period. The first person to submit their entry / spin the "Wheel of Fortune" on or after the allocated winning moment will have been deemed to have won. All online instant win prizes will roll over from day to day until the end of the promotion and are available to be won but no guarantee all prizes will be won.
19. The winners will be notified instantly and, subject to verification, will then receive an email via the email address included in their original entry confirming their win and asking them for their postal address. If a winner cannot be contacted after 14 days and after three attempts of original notification, or is unable to take the prize, the prize entitlement will be withdrawn, and the prize will become null and void. On completion of the validation process, the prize will be sent by Royal Mail within seven (7) days of confirmation of the winner's address. The prize is not transferable. The prize is as stated.

20. The Promoter reserves the right to verify all entries and the winners including, but not limited to, any entrant's identity, and to refuse to award a prize or withdraw prize entitlement or refuse further participation in the promotion where there are reasonable grounds to believe there has been a breach of these Terms and Conditions, or any instructions forming part of this promotion's entry requirements, or otherwise where a participant has gained unfair advantage in participating in the promotion, or won using fraudulent means. The Promoter will be the final arbiter in any decision, and these will be binding.

**General:**

21. Anyone, who in the Promoter's absolute discretion, is acting in a manner that undermines the operation and integrity of the promotion or in any way which gives an unfair advantage will be disqualified and any persons seeking to use such information gained will be disqualified.
22. In the event of a genuine email address becoming inaccessible during the promotion, the Promoter is not able to retrieve and amend any existing entries to a new email address.
23. The Promoter is not responsible for the acts or default of third-party suppliers but will endeavour to resolve any issues that may arise.
24. Limitations of Liability: Neither the Promoter nor the promotional parties assume any responsibility or liability for:
  - a. Any incorrect or inaccurate submission during the registration process, or for any faulty or failed electronic data transmissions.
  - b. Any unauthorised access to, or theft, destruction, or alteration of entry at any point in the operation of this Promotion.
  - c. Communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, computers or providers utilised in any aspect of this Promotion.
  - d. Inaccessibility or unavailability of the internet or the website or any combination thereof.
25. 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 prizes, 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.

26. The Promoter's decision is final and binding in all matters.
27. The Promoter reserves the right to cancel, amend, terminate or temporarily suspend this promotion in the event of any unforeseen circumstances outside their reasonable control, with no liability to any entrants or third parties, but will always endeavor to minimize the effect to participants in order to avoid undue disappointment.
28. By entering this promotion, all participants will be deemed to have accepted and be bound by these Terms and Conditions.
29. If for any reason any aspect of the promotion is not capable of running as planned due to events outside of the Promoter's reasonable control, the Promoter may in its sole discretion cancel, terminate, modify or suspend the promotion, or invalidate any affected entries (this includes, without limitation, by reason of infection by computer virus, network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or any cause beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of this promotion).
30. In the event of circumstances outside the reasonable control of the Promoter, or otherwise where fraud, abuse, and/or an error (human or computer) affects or could affect the proper operation of this promotion, and only where circumstances make this unavoidable, the Promoter reserves the right to cancel or amend the promotion or these terms and conditions, at any stage, but will always endeavour to minimize the effect to participants in order to avoid undue disappointment.
31. The Promoter shall have sole and final determination as to which entries are genuine and therefore eligible to take part in this promotion.
32. By taking part in the promotion the prize winner(s) agree that the Promoter may contact them to ask for their consent as to whether they want to participate in reasonable marketing activities and publicity relating to the promotion. Such publicity may include, without limitation, the entrants' name and/or if consent given, image or statements made by entrants concerning the promotion and/or prize obtained as part of the promotion. The winner(s) are not obliged to agree to any request.
33. All normal internet connection charges associated with the submission of an entry to the promotion shall be the entrant's responsibility.
34. Subject to the Promoter's Privacy Policy which can be found at <https://www.nestle.co.uk/policy-privacy> , the surnames and counties of the verified winners will be available upon request by sending an email to: [consumer.services@uk.nestle.com](mailto:consumer.services@uk.nestle.com) with the subject line "WINNER'S LIST: **Aero Wheel of Fortune** PRIZE DRAW" for a period of three (3) months following the end of the promotion. When contacting this email address, your request will be actioned in line with Nestlé's Privacy Policy. The Promoter reserves the right to refuse any or all such requests. If any winner objects to their information being published, then they can contact the Promoter by emailing: [UKI.Dataprotection@uk.nestle.com](mailto:UKI.Dataprotection@uk.nestle.com) with the subject line "WINNER'S LIST: **Aero Wheel of Fortune** PRIZE DRAW. We may nevertheless

disclose the information to the Advertising Standards Authority if required to do so.

35. If any of these clauses should be determined to be illegal, invalid, or otherwise unenforceable then it shall be severed and deleted from these Terms and Conditions and the remaining clauses shall survive and remain in full force and effect.
36. The Promotion and these Terms and Conditions will be governed by the laws of the participating country but any disputes as to the meaning of these Terms and Conditions will be subject to the exclusive jurisdiction of the participant's local courts.

**Data Protection:** The Promoter will only use the personal details supplied for the administration of the promotion and the auditing of the entries where necessary and for no other purpose, unless we have your consent and you have opted-in to receive future marketing communications or prize PR. As part of this promotion, if you are not opted-in into our general marketing email, you will still receive emails/messages for this promotion only to let you know if you have won. The surname and county of the verified winner(s) will be made available as set out above and the winner can object to this by emailing: [UKI.Dataprotection@uk.nestle.com](mailto:UKI.Dataprotection@uk.nestle.com). Otherwise, your personal details will at all times be kept confidential, and in accordance with the General Data Protection Regulation (GDPR).

Click here for the Promoter's Privacy Policy <https://www.nestle.co.uk/policy-privacy> . You can request access to your personal data, or have any inaccuracies rectified, or request deletion of data by sending an email to: [UKI.Dataprotection@uk.nestle.com](mailto:UKI.Dataprotection@uk.nestle.com). By participating in the promotion, you agree to the use of your personal data as described here. You can withdraw your consent at any time. For the purpose of this promotion, requests to delete personal data can only be actioned after the promotion has concluded and the winner(s) accepted their prize. Any data obtained via this promotion will be deleted three (3) months after the last promotion date with the exception of the winner(s) and reserves whose data will be deleted after fulfilment of the prize.

Promoter: Nestlé UK Ltd, Nestlé Confectionery (UK), York, YO31 8TA

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