# ARGOS SURVEY PRIZE DRAW OFFICIAL RULES

#### NO PURCHASE NECESSARY TO ENTER OR WIN THE PRIZE DRAW.

- **1. SPONSOR:** Argos Distributors Limited, 489-499 Avebury Boulevard, Saxon Gate West, Milton Keynes, MK9 2NW.
- **2. ADMINISTRATOR:** Prize Logic, LLC, 25200 Telegraph Road, Suite 405, Southfield, MI USA 48033.

#### 3. ELIGIBILITY:

- 3.1. The Argos Survey Prize Draw (the "Prize Draw") is open only to entrants who are legal residents of and who are physically residing in the United Kingdom or Republic of Ireland, who have access to the Internet, and who are at least eighteen (18) years of age or older as of the date of entry.
- 3.2. Entrants may enter into the Prize Draw after completing a survey operated by ForeSee Results, Inc. ("Survey Provider") for Sponsor (the "Survey") or may enter into the Prize Draw without completing the Survey, as explained below in these Official Rules.
- 3.3. Void elsewhere and where prohibited or restricted by law.
- 3.4. Officers, directors, and employees of Prize Draw Entities (as defined below), members of these persons' immediate families (partners and/or parents, children, and siblings, and their partners, regardless of where they reside), and/or persons living in the same households as these persons (whether or not related thereto) are not eligible to enter or win the Prize Draw.
- 3.5. "Prize Draw Entities", shall include Sponsor, Survey Provider, Administrator, and their respective parent, subsidiary, and affiliate companies, suppliers and their administrative, advertising, and promotion agencies, and any other entity involved in the development, administration, promotion, or implementation of the Prize Draw.

# 4. TIMING:

- 4.1. The Prize Draw will begin on 6 February 2019 at 0:00:00 Eastern Time ("ET") (the "Start Date").
- 4.2. The closing date for submission of entries shall be **5 February 2020 at 23:59:59 ET** except if:
  - 4.2.1. the entrant <u>is required by</u> the Survey to submit proof of a recent transaction (for example, a transaction number, store number or til number), then his or her entry must be completed within seven (7) days of that purchase and the last possible date of entry shall be **12 February 2020 at 23:59:59 ET**; or
  - 4.2.2. the entrant has been invited by email to take part in the Survey via Entry Method 1 (as described in clause 5.1 below) but is not required by the Survey to submit proof of a recent transaction, then his or her entry must be completed within fourteen (14) days of the Survey invitation and the last possible date of entry shall be **19 February 2020 at 23:59:59 ET** (the "End Date").
- 4.3. During the period between the Start Date and the End Date ("Prize Draw Period"), there will be four (4) "Periodic Prize Draw Periods" as set forth below.
- 4.4. Periodic Prize Draw Periods

Periodic Prize Draw Period	Start Date (at 0:00:00 ET)	End Date (at 23:59:59 ET)	Random Drawing Date	Notification Date
1	6 February 2019	30 April 2019	13 May 2019	21 May 2019
2	1 May 2019	31 July 2019	12 August 2019	21 August 2019
3	1 August 2019	31 October 2019	11 November 2019	20 November 2019
4	1 November 2019	Either 5, 12 or 19 February 2020 as set out in clause 4.2 above	21 February 2020	28 February 2020

- 4.5. Entries are counted by each Periodic Prize Draw Period and do not roll over into subsequent Periodic Prize Draw Periods. This means that entries will not be carried over from one Periodic Prize Draw Period to another.
- 4.6. The entry date will be the date that the Administrator receives the Registration Information (as defined in clause 5.1.5), not the date of the transaction receipt or invitation e-mail.
- 4.7. The Administrator's computer is the official Prize Draw Period clock.
- **5. METHODS OF ENTRY:** An eligible entrant may enter using one (1) of four (4) methods of entry:

# 5.1. Entry Method 1:

- 5.1.1. Select customers will receive an e-mail invitation to participate in a survey (the "Survey"). Sponsor will select the customers in its sole discretion. This invitation will be e-mailed to the customer at the e-mail address he/she voluntarily provided previously to Sponsor.
- 5.1.2. The customer must log on to the URL provided on the Survey invitation.
- 5.1.3. If the customer <u>is required by</u> the Survey to submit proof of a recent transaction (for example, a transaction number, store number or til number), then he or she must complete the Survey within seven (7) days of that purchase.
- 5.1.4. Any other customers must complete the Survey within fourteen (14) days of the date of the Survey invitation.
- 5.1.5. After completing the Survey, the customer will be asked if he/she wishes to enter the Prize Draw. If the customer is an eligible entrant and wishes to participate in the Prize Draw, he/she must then enter the following information: his/her complete first and last name (no initials), valid e-mail address, complete postal address (P.O. Box numbers are not permitted), Postcode, telephone number and date of birth (the "Registration Information").
- 5.1.6. One (1) entry per e-mail invitation.

#### 5.2. Entry Method 2:

- 5.2.1. Select customers completing a retail transaction in-store will receive an invitation printed on the transaction receipt to participate in the Survey. Sponsor will select the customers in its sole discretion.
- 5.2.2. The customer must log on to the URL provided on the transaction receipt and complete the Survey within seven (7) calendar days from the date of transaction.
- 5.2.3. After completing the Survey, the customer will be asked if he/she wishes to enter the Prize Draw. If the customer is an eligible entrant and wishes to participate in the Prize Draw, he/she must then enter the Registration Information.
- 5.2.4. One (1) entry per transaction receipt.

# 5.3. Entry Method 3:

- 5.3.1. An entrant may visit a participating Argos store and pick up a flyer which includes a website address to access the Survey ("Flyer"), while supplies last, from a store associate
- 5.3.2. The entrant must log on to the URL printed on the Flyer and follow the on-screen prompts to enter the Prize Draw, including providing the Registration Information.
- 5.4. **Entry Method 4:** This entry method is for those who have not received an e-mail invitation to participate in a survey, have not visited a participating Argos store to obtain a Flyer, and/or do not want to complete the Survey. Under this method of entry, the individual may click on <a href="https://survey.foreseeresults.com/argos?flow=ss">https://survey.foreseeresults.com/argos?flow=ss</a> and follow the steps to enter the Prize Draw, including providing the Registration Information.
- 5.5. Regardless of the method of entry, an entrant may only enter the Prize Draw once per calendar day during the Prize Draw Period.

# 6. PRIZES AND APPROXIMATE RETAIL VALUE ("ARV"):

- 6.1. At the end of each Periodic Prize Draw Period, on or around the Random Drawing Date set out above, Administrator will randomly draw one (1) winner from the eligible entrants.
- 6.2. Each winner will receive a £500 Argos Gift Card (a "Gift Card"). In the event a winner is a resident of the Republic of Ireland, the Gift Card will be awarded in euros (in the value of €600).
- 6.3. ARV of all Gift Cards across the Prize Draw Period is £2000/approximately €2400.
- 6.4. Limit of one (1) Gift Card per household. After winning a Gift Card, the household will no longer have any eligible entrant for all future Periodic Prize Draws.
- 6.5. Gift Cards are non-transferrable and non-substitutable, except by Sponsor in its sole discretion. Sponsor reserves the right to substitute a similar prize of comparable or greater value.
- 6.6. Each Gift Card is subject to the terms and conditions set forth on the Gift Card. The use of a Gift Card constitutes the user's acceptance of the Gift Card's terms and conditions so each winner should read the terms and conditions on the Gift Card carefully.
- 6.7. Each Gift Card is redeemable for merchandise and will not be redeemed or exchanged for cash, except where required by law. A Gift Card will not be replaced or replenished if it lost, stolen, damaged, destroyed or used without the winner's permission and will be voided if altered or defaced.
- **7. ODDS OF WINNING:** Odds of winning a prize depend on the number of eligible entries received during each Periodic Prize Draw Period.

## 8. WINNER NOTIFICATION AND FULFILMENT:

- 8.1. Potential winners will be notified by e-mail or telephone using the contact information provided at the time of entry.
- 8.2. If a potential winner is ineligible for any reason, then the potential winner will be disqualified and an alternate winner may be selected.
- 8.3. Sponsor will post the Gift Card directly to the winner, at the address provided at the time of entry, within approximately 6 to 8 weeks of the notification date.
- 8.4. Winners may be required to participate in publicity related to the Prize Draw which may include the publication of their name and photograph in any media.

## 9. LIMITATION OF LIABILITY:

- 9.1. Except as set out in clause 9.2 below, Prize Draw Entities are not responsible for any loss or damage that is not a foreseeable result of their failure to comply with these Official Rules or to use reasonable care and skill in providing the Prize Draw. Loss or damage is foreseeable if either it is obvious that it will happen or the entrant has made the Sponsor, Administrator, or Survey Provider aware of the risk prior to entry.
- 9.2. Prize Draw Entities do not exclude or limit in any way their liability to entrants where it would be unlawful to do so. This includes liability for death or personal injury caused by their negligence; for fraud or fraudulent misrepresentation; for breach of the entrant's legal rights in relation to goods; or for defective products under the Consumer Protection Act 1987.

#### 10. PRIVACY:

- 10.1. Sponsor and Survey Provider are data controllers of any personal data submitted as part of the Survey or Registration Information and the following privacy policies shall apply to the processing of such personal data:
  - 10.1.1. Sponsor: <a href="https://www.argos.co.uk/help/privacy-policy/">https://www.argos.ie/static/StaticDisplay/includeName/privacy-policy/</a> and
  - 10.1.2. Survey Provider: <a href="https://www.foresee.com/privacy-policy/">https://www.foresee.com/privacy-policy/</a>
- 10.2. Registration Information is shared by the Survey Provider with the Administrator. The Administrator processes it on behalf of the Survey Provider as a processor for the purposes of conducting and administering the Prize Draw.
- 10.3. If an entrant is a winner, the Sponsor may use the Registration Information to verify an entrant's identity, postal address and telephone number as well as to deliver the Gift Card.
- 10.4. If an entrant does not provide the Registration Information when requested, that entry will be ineligible for any prize.

## 11. ADDITIONAL TERMS:

- 11.1. To be eligible for a prize, the entrant must be in compliance with the Official Rules.
- 11.2. Each entrant must be the authorised account holder of a valid e-mail account. Entries generated by a script, macro, or other automated means will be disqualified.
- 11.3. Entries that are incomplete, non-deliverable for any reason, garbled, corrupted, or unintelligible for any reason, including, but not limited to, computer or network malfunction or congestion, are void and will not be accepted. In case of a dispute over the identity of an entrant, the authorised account holder of the e-mail address or phone number used to enter will be deemed to be the entrant.
- 11.4. "Authorised account holder" is defined as the person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.
- 11.5. Sponsor reserves the right to permanently disqualify from any promotion any person it believes has intentionally violated these Official Rules.
- 11.6. Any attempt to deliberately damage the Prize Draw or the operation thereof is unlawful and subject to legal action by Sponsor, who may seek damages to the fullest extent permitted by law.
- 11.7. The failure of Sponsor to comply with any provision of these Official Rules due to any acts beyond Sponsor or Administrator's reasonable control, including but not limited to an act of God, hurricane, war, fire, riot, earthquake, terrorism, act of public enemies, actions of governmental authorities outside of the control of Sponsor (excepting

- compliance with applicable codes and regulations), or other "force majeure" event will not be considered a breach of these Official Rules.
- 11.8. Prize Draw Entities are not responsible for telecommunications, network, electronic, technical, or computer failures of any kind; for inaccurate transcription of entry information; for errors in any promotional or marketing materials or in these Official Rules; for any human or electronic (including but not limited to programming) error; or for entries that are stolen, misdirected, garbled, delayed, lost, late, damaged, illegible or returned.
- 11.9. Sponsor reserves the right to cancel, modify, or suspend the Prize Draw or any element thereof (including, without limitation, these Official Rules) without notice in any manner and for any reason (including, without limitation, in the event of any unanticipated occurrence that is not fully addressed in these Official Rules). In the event of cancellation, modification, or suspension, Sponsor reserves the right to select winners in a random drawing from among all eligible, non-suspect entries received prior to the time of the event warranting such cancellation, modification, or suspension.
- 11.10. Sponsor may prohibit any entrant or potential entrant from participating in the Prize Draw, if such entrant or potential entrant shows a disregard for these Official Rules; acts with an intent to annoy, abuse, threaten, or harass any other entrant, Sponsor, or Sponsor's agents or representatives, including but not limited to the Prize Draw Entities; or behaves in any other disruptive manner (as determined by Sponsor in its sole discretion).
- **12. DISPUTES:** The Prize Draw is governed by, and will be construed in accordance with, English law and each party submits to the non-exclusive jurisdiction of the courts of England and Wales, without regard to principles of conflicts of laws.
- **13. WINNER ANNOUNCEMENT:** To obtain a list of verified winners interested individuals may send a self-addressed, stamped envelope to be received by to: Argos Survey Prize Draw Win List, P.O. Box 251328, West Bloomfield, MI USA 48325. Requests must be received by 16 March 2020.
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