

# WELLNESS COMPETITION TERMS & CONDITIONS

## 1 THE PROMOTER

- 1.1 The Promoter is Clarins (U.K.) Limited, a company registered in England and Wales, under company number 01580079, and whose registered office is located at 10 Cavendish Place, London, W16 9DN (please do not send entries to this address).
- 1.2 This competition is in no way sponsored, endorsed or administered by, or associated with, Instagram, Inc. You understand that you are providing your information to the Promoter and you completely release Instagram from any claims in relation to this competition.
- 1.3 Instagram's Terms of Use form part of these conditions of entry. By entering the promotion, you acknowledge that these Terms of Use apply to your entry and participation in this promotion constitutes acceptance of these terms.

## 2 TO ENTER

- 2.1 To participate in this competition, entrants must share a photo featuring the Beauty Sleep or the Rise & Shine images on Instagram (copies of which can be obtained from all participating Clarins' counters or downloaded from <http://www.clarins.co.uk>), either alone or as part of a selfie portrait. Entries must have a brief caption, including the hashtag #SpalsTheAnswer and tagging @clarinsuk.
- 2.2 There is no entry fee and no purchase is necessary to enter this competition. However, entrants will need an Internet connection and access to Instagram. No refund may be claimed for expenses incurred in participating in this competition.
- 2.3 The competition will run from 00.00 on 2 September 2018 (the Start Date) until 23.59 on 31 October 2018 (the Closing Date). Any competition entries received after the Closing Date (for whatever reason) will be invalid and automatically disqualified.

## 3 WINNER ANNOUNCEMENT

- 3.1 The winner and the runners-up ("Prizewinners") will be announced on the Clarins' web site and Instagram page (@clarinsuk) the week commencing 5 November 2018, and the Prizewinners will be notified personally via Instagram as soon as practicable either before or after this date. If you are a Prizewinner, you will need to provide your email address, contact telephone number and home address as instructed at the time of being announced as a Prizewinner. Further details will then be provided by the Promoter as to how you claim your prize.
- 3.2 If any Prizewinner cannot be contacted or is not available, or has not claimed their prize within 21 days of the date of the relevant draw, the Promoter reserves the right to offer the Prize to the next eligible entrant selected from the valid entries that were received before the Closing Date.

## 4 ELIGIBILITY

- 4.1 The competition is open to all permanent residents of the UK aged 18 or over as at the Start Date, except those who at any time between the Start Date and the date on which the winner is selected (inclusive) are employees of the Promoter, any of its wholly owned subsidiaries or group companies or any marketing services agency, handling house or other company involved directly with the administration of this competition, or any of their households.
- 4.2 In entering the competition, you confirm that you are eligible to do so and eligible to claim any one of the prizes.
- 4.3 The Promoter reserves all rights to disqualify you if your conduct is contrary to the spirit or intention of the competition.

## 5 VALIDITY

- 5.1 There is a limit of one entry per Instagram account. In the event of multiple entries being received from the same Instagram account, only the first entry will be accepted.
- 5.2 When people with private profiles on Instagram tag posts, they will not appear publicly on hashtag pages. If your account is set to private, only your approved followers will be able to see posts that you have shared and not the Promoter. To be valid, your entry must be submitted from a public profile and your profile must remain public until the date on which the winner is selected.
- 5.3 Your entry is received at the time the Promoter sees your post. Incomplete or invalid entries will not be accepted. No responsibility can be accepted by the Promoter for entries that are lost, mislaid, damaged or delayed, or which are not received for any reason including, for example, as a result of equipment failure, technical malfunction, systems, satellite network, server, computer hardware or software failure of any kind. Proof of transmission will not be accepted as proof of entry to the competition.

## 6 TO WIN

- 6.1 The winning entries will be chosen from the valid entries. All valid entries will be judged on their creativity, and the best will win the First Prize (as described below). The winning entry will be the entry which, in the judges' opinion, taking account of the image and caption, is the most creative. The five runners up will be the entries which, in the judges' opinion, are the five next most creative entries. These will win the Runner-Up Prizes (as described below). The judges' decision will be final.

## 7 THE PRIZES

- 7.1 The best entry, as determined by the judges, will win a course of six (6) Clarins Wellness Treatments, each treatment lasting 1hr 25minutes.
- 7.3 The First Prize does not include any items other than those expressly set out above.
- 7.4 The First Prize must be taken between 5 November 2018 and 4 November 2019. Appointments are subject to availability and The Prizewinner will be responsible for booking their appointments at [clarins.co.uk/skinspa](http://clarins.co.uk/skinspa) or by telephoning their chosen Skin Spa. All appointments must be booked at the same Skin Spa.
- 7.5 The five runners-up will win two (2) Clarins Wellness Treatments, one to be Beauty Sleep and one to be Rise & Shine, each lasting 1hr 25minutes.

- 7.6 The Runner-Up Prize does not include any items other than those expressly set out above.
- 7.7 The Runner-Up Prize must be taken between 5 November 2018 and 4 November 2019. Appointments are subject to availability and The Prizewinners will be responsible for booking their appointments at clarins.co.uk/skinspa or by telephoning their chosen Skin Spa. All appointments must be booked at the same Skin Spa.
- 7.8 It is the responsibility of The Prizewinners to inform the Promoter of any relevant health or medical conditions, as there may be some spa treatments that may not be suitable or will need to be adapted.
- 7.9 Any costs incurred that are additional to or incidental to the fulfilment of any of the prizes are the responsibility of the Prizewinners.
- 7.10 The prizes are non-exchangeable, non-refundable, non-transferable and no cash alternative is offered. The Prizewinners must accept the relevant prizes in the form offered. The Promoter may in its absolute discretion substitute cash value for the prizes or offer alternative prizes of equal or greater value.

## **8 WINNER PUBLICITY**

- 8.1 By entering the competition the Prizewinners agree to participate in such promotional activity and material as the Promoter may reasonably require.
- 8.2 In particular, entrants accept that, if they win, the Promoter will have the right, without additional payment or permission, to use their name, age, town of residence and likeness for the purposes of announcing the winner of this competition and for related promotional purposes.

## **9 ENTRIES**

- 9.1 All entries will become the property of the Promoter on its receipt of them. By submitting your competition entry, you hereby assign to the Promoter with full title guarantee all intellectual property rights and waive all moral rights in and to your competition entry and otherwise arising in connection with your entry to which you may now or at any time in the future be entitled under the Copyright, Designs and Patents Act 1988 as amended from time to time and under all similar legislation from time to time in force anywhere in the world.

## **10 WINNING ENTRY DETAILS**

- 10.1 The name of the winner and the winning entry will be sent to anyone who writes within 3 months of the Closing Date, enclosing a stamped address envelope, to the address in rule 1.1 above, requesting details of the winning entry.

## **11 LIMITATION OF LIABILITY**

- 11.1 To the fullest extent permitted by law, the Promoter (including its employees, agents and servants) hereby exclude and shall not have any liability to any entrant or the Prizewinners arising out of or in connection with the prizes and/or the competition howsoever caused, including for any loss, costs, expenses, damage, personal injury or death occurring except where, in the case of personal injury or death, it is caused by the negligence of the Promoter, its employees, agents or servants. Your statutory rights are not affected.

## **12 DATA PROTECTION**

- 12.1 By entering the competition, you agree that any personal information provided by you with the competition entry may be held and used by the Promoter or its agents and suppliers to administer the competition.

## **13 GENERAL**

- 13.1 The decision of the Promoter regarding any aspect of the competition is final and binding, and no correspondence will be entered into about it.
- 13.2 The Promoter reserves the right to hold void, cancel, suspend, or amend the promotion where it becomes necessary to do so.
- 13.3 These terms and conditions are governed in accordance with the laws of England and Wales, and the parties submit to the exclusive jurisdiction of the courts of England and Wales.
- 13.4 By entering the competition, each entrant agrees to be bound by these terms and conditions.