

### **COMPETITION TERMS AND CONDITIONS**

1. **The Promoter:** The promoter of the competition is Irish Life Health dac (“ILH”) which is a company registered in Ireland whose registered office is at Irish Life Centre, Lower Abbey Street, Dublin 1 (the “Promoters”).
2. **Eligibility Criteria:** This competition for 1x Fitbit Versa 3, 1x Gourmet Fuel voucher and 1x Human Collective hoodie is open to persons who are aged 18 years or over and are residents of Ireland. (“**Competition**”) This competition is open to our marketing leads database only who are resident in Ireland only (“**Eligible Participant**”). All employees or agents of the Promoters and their families are excluded from entering the Competition.
3. **How to Enter:** Eligible Participants may enter the Competition by entering their details on the ILH competition page. Only fully completed entries that are made in accordance with these terms and conditions will be eligible to take part in the Competition. The Promoters accept no responsibility should persons be unable to enter the Competition for any reason. Only one entry per Eligible Participant will be accepted. The Promoters reserve the right to disqualify any entrant for any reason whatsoever in its sole discretion. The Promoters do not accept any responsibility for any loss or damage, cost, expense or liability suffered or incurred by any person, entrant or otherwise, arising directly or indirectly out of or in connection with this Promotion.
4. **Closing Date:** The Competition will run from 9am on the 26th of April 2023 (“**Opening Date**”) until 6pm on the 31<sup>st</sup> of May 2023 (“**Closing Date**”). The Promoters reserve the right to alter the Opening Date and the Closing Date. The Promoters accept no responsibility for any delay or failure in the submission of entries or for any entry which is not received by it before the Closing Date for any reason, including for technical reasons. Only entries received through the specified form on the Irish Life Health competition page will be accepted, entries received by any other means including post, email, fax or hand delivery will not be accepted. Proof of submitting an entry is not proof that the entry has been received by the Promoters.
5. **Terms of Participation:** All entrants to the Competition are deemed to have accepted these terms and conditions by participating in the Competition.
6. **The Prize:** The prize for the Competition is 1x Fitbit Versa 3, 1x Gourmet Fuel Voucher and 1x Human Collective hoodie (the “**Prize**”). One winner will receive all three items (the “**Prize Winner**”). Only one Prize can be claimed by any Eligible Participant. The Promoters shall not be responsible or liable for any matter arising out of or resulting from the Competition or the enjoyment of the Prize. The Prize is non-transferrable, and cash will not be offered as an alternative to the Prize. The Promoters reserve the right to offer alternative prizes of equal or greater value should the advertised Prize become unavailable for any reason.
7. **Selection of the Prize Winners:** The Prize Winner will be selected at random by a draw conducted by the Promoters. An independent observer will supervise the draw. The draw will take place on the 2<sup>nd</sup> of June 2023. The decision of the Promoters as confirmed by the independent observer is final and correspondence will not be entered into with any person in relation to the selection of the prize-winners. The results of the Competition will be published on the 2<sup>nd</sup> of June 2023 and the Prize Winner will be notified by phone or email.
8. **General:** The Promoters cannot accept responsibility for the acts or omissions of any third parties. The Promoters shall not be liable to any person for any loss or damage howsoever

caused, whether direct, indirect or consequential (whether in contract, tort or statutory duty or otherwise) arising out of or in connection with the Competition and/or the Prize other than death or personal injury caused by negligence of the Promoters and/or the Promoters' respective personnel and/or deceit or fraud by the Promoters and/or the Promoters' respective personnel.

The Promoters reserve the right to withdraw, cancel, suspend or amend the Competition or the terms and conditions of the Competition at any time, with no liability to any entrant, the Prize Winner or any third party. By accepting the Prize, the Prize Winner grants the Promoters the right to use and publish their name, the name of their corporate organisation, and a picture in such media as the Promoters may choose (including but not limited to the Promoter's social media accounts) for advertising and promotional purposes, without payment. The name and county of the Prize Winner may be displayed on the Promoters' Facebook page and Twitter account for a reasonable period after the Prize Winner has been selected.

9. **Governing Law & Jurisdiction:** The Competition and these terms and conditions are governed by Irish Law. Any dispute arising out of or in connection with this Competition shall be dealt with exclusively by the Courts of Ireland.
10. **Data Protection:** The Promoters respect your privacy rights. We will make use of and process the personal data you provide in connection with the Competition to the extent and for the time necessary to administer this Competition and where you have consented to use of your personal data for marketing purposes. All processing will be in accordance with the Promoters' Data Privacy Notice which you can view [here](#). By participating in the Competition, you consent to the processing of your personal data in this manner.

The contact details and delivery address of the Prize Winner may be passed to a third party insofar as this is necessary for the delivery of the Prize to that person. By accepting the Prize, the Prize Winner grants the Promoters the right to use their personal data for the purposes of delivering the Prize.

11. Visit <https://www.irishlifehealth.ie/privacy-and-legal/data-privacy-notice> for further information about how we process your information or how you may access and correct the personal data we hold about you.
12. Irish Life Health dac is regulated by the Central Bank of Ireland.