

That Deserves an Emmi prize draw - 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 these Terms and Conditions and by participating all entrants will be deemed to have accepted and be bound by these Terms and Conditions. Please retain a copy for your information.

1. **The Promoter:** This promotion is operated by Emmi UK Limited, 111 Upper Richmond Road, Putney, London, SW15 2TJ. Data Controller (Emmi UK Limited) Data Processor (Promotigo), Regina House, 124 Finchley Road, NW3 5JS.
2. **Promotional Period:** Opens 00:01 BST on 1st June 2024 and closes 23:59 BST inclusive on 31st August 2024. Any entries received before or after this date will not be included in the promotion.
3. Internet access required.
4. No purchase necessary. There is no charge to access or register on the website.
5. **Eligibility:** The promotion is open to residents in the UK (England, Northern Ireland, Scotland & Wales) aged 18 or over, excluding employees of the Promoter and its holding companies and subsidiaries and their immediate families; its agents and suppliers and anyone else professionally connected with this promotion.
6. Entry is restricted to one entry per person.
7. **Entry Instructions:** To enter prize draw, entrants must scan the QR code that communicates the promotion which can be found on digital displays on the Emmi sampling tour bus and on social media or visit www.thatdeservesanemmi.com and enter their full name, email address, contact number, select their age range, and enter in no more than 50 words why they "Deserve an Emmi", confirm they are 18 and accept the T&C's during the promotional period. There will also be an optional opt in tick box to Emmi's database for marketing purposes.
8. Entrants who make an entry on someone else's behalf will be disqualified, at the Promoter's discretion.
9. Proof of submission will not be accepted as proof of delivery.
10. Entries (bulk or otherwise) made from trade, syndicates, consumer groups or third parties will not be accepted. If it becomes apparent that a participant is entering multiple times or using a computer(s) to circumvent this or any other condition by, for example, the use of 'script', 'brute force' or any other automated means, that person's entries will be disqualified, and any prize award will be void.
11. **Prize:** There are 51 prizes available to be won in total.

Main prize: 1 prize of a 2-night trip for 2 people (winner and one guest aged 18+) to Lucerne, Switzerland. Main prize includes:

- Return flights for 2 people to Zurich
- Return electric car transfers from the destination airport to the hotel
- 2 nights' accommodation in a 4* Hotel in Lucerne
- Breakfast each morning in the hotel restaurant
- Wellness Experience for 2 people at the award winning Bürgenstock Alpine Spa.
 - Includes:
 - Boat transfer from Lucerne to Kehrsiten Bürgenstock and Funicular to the spa
 - 4 hours of full wellness immersion enjoying breathtaking lake views from the infinity pool, Alpine Spa featuring 3 pools, saunas, an Alpine Eco Pool and fitness centre
 - 50-minute relaxing body massage
- Travel insurance.
 - (a) Travel is subject to availability at the discretion of Nick Deyong Limited t/a The NDL Group (the Promoter's appointed prize agency) and excludes bank holidays, (5th May 2025, 26th May 2025, 25th August 2025), Valentine's day/weekend (13th – 17th February 2025) and school holiday periods, specifically the Christmas holidays, (20th December 2024 – 5th January 2025 and 19th December 2025 – 6th January 2026) summer holidays (18th July 2025 – 5th September 2025), spring and autumn half terms (25th October 2024 – 3rd November 2024), 14th February – 23rd February 2025, 23rd May – 1st June 2025 and Easter (4th April 2025 – 22nd April 2025) in both the UK and Switzerland.
 - (b) Prize includes return economy flights, all flight taxes and surcharges as well as one piece of checked baggage per person. Subject to availability, departure airport used will be the winner's nearest international airport that operates direct flights to Zurich. Please note, this may not be your closest airport. If you don't hold a UK passport you may need a visa for this destination, and this should be arranged with the appropriate embassy. Although please note the cost of a visa of this kind isn't included in your prize.
 - (c) Due to the ever-changing travel advice in relation to world events, we would advise that you look at all the information available with regards to the entry requirements of the destination you are travelling to, before selecting your dates. To understand the risks in a country, follow FCDO Travel Advice. You can find information online at <https://www.gov.uk/foreign-travel-advice>. It is your responsibility to comply with any requirements for entering Switzerland and upon returning to the UK, including holding UK passports with at least 6 months' validity and any relevant visas. Neither the Promoter nor Nick Deyong Limited t/a The NDL Group Limited are liable for the winner not having the correct travel documentation or following any entry regulations.
 - (d) Transfers will be private and not shared with other passengers.
 - (e) You will be staying in a 4* hotel, sharing a double room with en-suite bathroom on a bed and breakfast basis. If you'd prefer a twin room, we will do what we can to secure this for you, but it cannot be guaranteed.
 - (f) Spa treatments are subject to change and availability at the time of booking. Some treatments may not be suitable for people with certain medical conditions and will be substituted for a safe alternative should this be the case.
 - (g) Travel insurance is subject to normal terms of acceptance. Pre-existing medical conditions may not be covered. No age restrictions apply.

- (h) The prize must be booked by the prize winner within 12 months from the date of Nick Deyong Limited t/a The NDL Group's initial correspondence with them.
- (i) The winner and guest are responsible for all expenses not expressly stated in these Terms and Conditions as being included as part of the main prize.
- (j) The prize package must be taken as a whole, flights and hotels cannot be redeemed separately. The winner and their guest must travel together on the same flight to the prize destination and stay in the same hotel.

Runner Up prizes: 50 x Emmi Caffé Latte kits. Each kit includes a gift box containing 2 x Emmi Caffé Latte 230 ml products. 2 flavours (1 of each) out of the options Cappuccino, Protein or Skinny will be randomly selected and allocated to each gift box.

12. No cash or other alternative prizes will be provided, except that in the event of circumstances outside of its control the Promoter reserves the right to substitute a similar prize, or part of the main prize, of equal or greater value. The prizes are non-transferable, cannot be resold and cannot be substituted for cash.
13. **Winner Selection:** 51 winners will be selected on Wednesday 4th September 2024 from all valid entries received. The draw is carried out by a verifiably random electronic automated process. 1 main winner will be drawn first and awarded the main prize followed by 50 runners up winners who will be awarded an Emmi Caffé Latte kit. The Promoter will send full details of the random computer process used to pick the winners to anyone who emails within one month after the closing date of the promotion requesting details.
14. **Winner Notification:** The main winner will be notified by email within 3 working days of the draw date. The main winner will have 14 days from first contact to accept their prize by replying to the email confirmation sent with proof of ID including age. County of residence will be requested from the main winner if no objection is received for the purpose of the winners list. In the case that the main winner does not respond in time, rejects their prize or is ineligible, the prize will be forfeited and will be awarded to the next eligible entrant selected at random from the valid entries that were received during the promotional period. The process will repeat for three months after which the prize will be null and void. Winners of the runner up Emmi Caffé Latte kit prize will be notified by the email address provided on entry. The runner up prize winners will need to accept their prize and provide their delivery address via a secure link to an online form to allow for delivery of their prize. This must be done within 14 days from the date of the first prize notification email. In the case that an Emmi Caffé Latte kit winner does not respond in time to first contact, rejects their prize or is ineligible, the prize will be forfeited and will be awarded to the next eligible entrant selected at random from the valid entries that were received. The process will repeat twice, after which any remaining taster kit prizes will be null and void.
15. It is the responsibility of the participant to check their connections to ensure they are in receipt of their winner notification. The Promoter is not responsible for an entrant making a late claim on their win if this email is missed or not read/or responded to for any reason.
16. The decision of the Promoter is final, and no correspondence or discussion will be entered into regarding the selection of the winners.

17. The main prize winner will be assigned a member of the Customer Happiness team at the Promoter's appointed prize agency (Nick Deyong Limited t/a The NDL Group) who will be in contact with the winner to arrange their prize after the completion of verification via the contact details provided. The Emmi Caffé Latte kit prizes will be delivered to the winners within 28 days via courier from the date that each winner accepted their prize and submitted a valid claim and valid delivery address.
18. All images are for illustrative purposes only.
19. **General:** The Promoter will make available the main prize winner's surname and county of residence to members of the public or regulators who request such details within 3 months after the closing date of this Promotion. Entrants can object to disclosure, or request that disclosure be limited in scope by contacting info.uk@emmi.com. We may nevertheless disclose the information to the Advertising Standards Authority if required to do so. You may request a copy of the main prize winner's details by emailing info.uk@emmi.com. We reserve the right to refuse any or all such requests.
20. It is the responsibility of the entrant to provide correct, up-to-date details when entering the promotion and on acceptance of their prize. The Promoter cannot be held responsible for any winners failing to supply accurate information which affects prize acceptance or delivery of their prize.
21. Your personal details will only be used for the purposes of administering this promotion and for no other purposes unless you have opted in to receiving future marketing mailings from the Promoter. Your personal data will be deleted by 30th November 2024 except for the main prize winner whose data will be deleted on completion of their trip. You acknowledge that the Promoter may pass such information to its third-party agency Nick Deyong Limited t/a The NDL Group, solely for the purposes of administering the promotion. The privacy policy of Nick Deyong Limited t/a The NDL Group is <https://www.ndlgroup.com/privacy-policy>. Your personal details will always be kept confidential and in accordance with current Data Protection legislation. All data will be used by the Promoter in accordance with the Promoter's Privacy Policy, which is available at <https://www.emmi-caffelatte.com/gbr/en/privacy-policy>.
You can request access to your personal data, or have any inaccuracies rectified, by sending an email to Dataprotectionuk@emmi.com. By participating in the promotion, you understand the use of your personal data as described here.
22. Those who try and circumvent the entry process and/or entry instructions by any method, will be disqualified and any prize award will be void.
23. 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. This does not affect the consumer's statutory rights.

24. Except as otherwise required by applicable law, the Promoter accepts no responsibility or liability for incomplete, invalid, illegible, lost, damaged, corrupted, or misdirected entries or claims and the Promoter is not responsible for any late, incomplete, or misdirected delivery of communications (email or otherwise), except in the event of wilful intent on the part of the Promoter or its agents.
25. 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 or the awarding of the prizes, 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 entrants in order to avoid undue disappointment.
26. The Promoter has no control over internet or communication networks and is not liable for any problems associated with them due to traffic congestion, technical malfunction or otherwise. The Promoter will not be held liable to any individual for any fraud committed by any third party nor for any event beyond its control including, but not limited to, user error and any network, computer, hardware, or software failures of any kind which may restrict, delay, or prevent a participant's entry to the promotion.
27. If any act, omission, event or circumstance occurs which is beyond the reasonable control of the Promoter and which prevents the Promoter from complying with these Terms and Conditions (including but not limited to global or regional health crises, weather conditions, fire, flood, strike, hurricane, industrial dispute, war, terrorist activity, hostilities, political unrest, riots, civil commotion, epidemic, pandemic, famine, plague or other natural calamities and acts of God), the Promoter will not be liable for any failure to perform or delay in performing its obligations.
28. The Promoter reserves the right to verify all entries and the winners including, but not limited to, asking for proof of ID (passport, driving licence or equivalent) and to refuse to award a prize or withdraw prize entitlement and/or refuse further participation in the promotion and disqualify the participant where there are reasonable grounds to believe there has been a breach of these Terms and Conditions, the spirit of the promotion, 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.
29. 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.
30. Any question concerning the legal interpretation of the rules will be based on the law of England and Wales and the Courts of England and Wales will have exclusive jurisdiction unless you live in another part of the UK, in which case your local courts will have jurisdiction.
31. Nothing in these Terms and Conditions affects your statutory rights as a consumer.