Rules for the Kiko UK Ltd
Black Friday 2021 Giveaway
Instagram Prize Draw

Who are we?

Kiko U.K. Ltd ("**Kiko, We, Us, Our**"), VAT GB111109968 whose registered office is 5th Floor Mutual House, 70 Conduit Street Mayfair, London W1S 2GF, UK hereinafter referred to as the "**Promotion Company**" is organizing a prize draw called "Black Friday 2021 Giveaway**"** ("**Prize Draw**").

By entering into the Prize Draw, participants ("**Entrants**") will be deemed to have agreed to be bound by these Prize Draw Rules available at https://www.kikocosmetics.com/en-gb/special-events/black-friday-2021-giveaway.html

The Prize Draw

On 18/11/2021 the Promotion Company will post on Instagram (through the @kikomilano official Instagram profile), an opportunity to win some products and gift sets from KIKO A Holiday Fable in conjunction with Black Friday sales, by liking and commenting on the Instagram Giveaway post. Entrants must follow the @kikomilano Instagram account. The post will have the following caption:

"GIVEAWAY: Stumped on holiday gift shopping? Join our #KIKOBlackFriday Giveaway and stand a chance to win a selection of #KIKOHolidayFable gift sets and goodies worth over £100! Here's how:
🎁 *Like this post*
🎁 *Tag 3 friends in the comments*
🎁 *Make sure you're following @kikomilano*
3 winners will be picked randomly & announced on stories. Giveaway ends 22/11/2021 23.59 CET, Ts&Cs here (link)." (the **"Prize Draw Post**")

How to enter the Prize Draw:

To enter the Prize Draw and stand a chance of winning the Prizes, Entrants must have an open account and:

(1) follow the @kikomilano Instagram account;
(2) like the Prize Draw Post;
(3) leave a comment on the Prize Draw Post tagging 3 friends

(the "**Submission**").

In order to be included in the Prize Draw, Entrants must make a Submission before 23.59 CET on 22/11/2021 and must comply with the requirements set out in the section named "Submission requirements" below. Provided these conditions are met, Entrants may make as many Submissions as they wish.

Any Entrant may include further captioning or tags in the comments in accordance with these terms and, in particular, the Submission Requirements (below) but these will not form part of the Submission and will not be considered when determining winners of this Prize Draw.

Entry to the Prize Draw is free and no purchase is necessary, however the Prize Draw requires Entrants to have access to the internet via their mobile device and their own Instagram account, use of which is subject to their mobile phone provider and Instagram's own terms and conditions. The friends tagged in Submissions must also have an Instagram account, must be over 18 years of age (inclusive) and must be an individual natural person (as opposed to another brand, shop or group of individuals, for example).

The Prize Draw will run from the time when the Prize Draw Post is posted on Instagram on 18/11/2021 to 23.59 CET on 22/11/2021.

By entering the Prize Draw using a mobile device, standard data fees may apply. Entrants should consult their mobile service provider's pricing plan for details. Entrants agree to incur any and all charges demanded by their mobile carrier.

The Prizes:

There will be a total of 3 prizes awarded as part of the Prize Draw and these will be awarded in accordance with the section named "The method for awarding prizes" below. Each prize consists of a hamper which will include the following products (unless one product is not available in which case it will be for substituted one of a similar value):

1.	A Holiday Fable All Is Bright Kit	ARV £11,99
2.	A Holiday Fable Enchanting Eye Kit	ARV £18,99
3.	A Holiday Fable Beauty Sleep Kit	ARV £16,99
4.	A Holiday Fable Ethereal Eyeshadow Palette	ARV £16,99
5.	A Holiday Fable Enchanting Lipstick	ARV £12,99
6.	A Holiday Fable Lasting Duo Eyepencil	ARV £9,99
7.	A Holiday Fable Divine Glow Highlighter	ARV £16,99

Total set ARV £104,93
together, the "**Prize**").

Eligibility requirements:

For an Entrant to be eligible to enter the Prize Draw they must meet the following requirements:

- Entrants must have an Instagram account and must make sure the "Private Account" option in the account settings on their Instagram account are set to "OFF".
- The Prize Draw is open to and will be promoted to all residents of the UK aged 18 years old or over but Submissions will be accepted from residents of other countries in the European Union (also aged 18 years old or over), with the exceptions being:
    - employees of the Promotion Company or its holding or subsidiary companies and employees of agents or suppliers of the Promotion Company or its holding or subsidiary companies, who are professionally connected with the Prize Draw or its administration (the "**Employees**") ; or
    - members of the immediate families or households of the Employees.

Submission requirements:

- Each Submission must be in a format compatible with Instagram and in accordance with Instagram's own terms and conditions;
- Each Submission must be clear and visible once uploaded;
- Each Submission must be an original work and must not be taken from material found online or from other sources;
- Submissions must not infringe another person's or entity's copyright, trademark, moral right, right of privacy or publicity, or other intellectual property right or any other right;
- Submissions must not include phrases or objects which are irrelevant to the Prize Draw or which relate to competing brands;
- Submissions must not contain material that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous, libellous, promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation, political or other beliefs, or age;
- The Promotion Company reserves the right to reject or disqualify any Submission which, in its sole discretion, it determines to be inconsistent with the spirit of the Prize Draw or is potentially damaging to either the Promotion Company, the Prize Draw, or any other third party's' image or reputation; and,
- If the Promotion Company decides to reject or disqualify a Submission as it is found to be contrary to these Rules, the Entrant shall lose his/her chance of winning one of the Prizes on offer under the Prize Draw.

Entrant liability with regard to their Submission:

By entering the Prize Draw, Entrants accept these Rules in their entirety and declare that:

a. no persons below the age of 18 appear in the Submission;
b. Submissions do not: contain material that is unlawful, infringes intellectual property OR is in violation of or contrary to the laws or regulations of England and Wales (or of any other relevant jurisdiction); and,
c. they agree that, at the Promotion Company's sole discretion, their names may be announced on social media, by mentioning their Instagram handles. Furthermore, they agree to take part in any reasonable publicity required by the Promotion Company, should they win one of the Prizes available under the Prize Draw.

The Promotion Company may at its sole and absolute discretion, publish Submissions on its Instagram channels, other social networks, web site or any other media. Each Entrant accepts that breach of any of the conditions of these Rules shall entitle the Promotion Company to immediately remove the Entrant and/or his/her Submission from the Prize Draw.

The method for awarding Prizes:

Each Entrant who makes a valid Submission which is correctly submitted in accordance with these Rules shall be included in a prize draw from which the winning Entrants will be selected (the "**Selection Pool**") on or about 23/11/2021. Entrants will be selected randomly through a computer programme. The Entrants which that computer programme randomly selects will be deemed to be the winners of the Prize Draw.

A list of the winners is available by email on written request to the Promotion Company for a period of six weeks after the Prize Draw has closed. In the event that there are fewer than 3 Entrants in the Prize Draw, the Promotion Company reserves its right not to award said Prizes or to award fewer than 3 at its absolute discretion.

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Notification to the winners and delivery of Prizes

We will notify winners that they have won the Prize Draw by sending a direct (private) message over Instagram requesting their complete contact details. Other entries will not be acknowledged or returned.

The winners will have 7 (seven) calendar days from being notified of their win to reply to the notification message accepting the Prize and providing their telephone number, their email address, their postal address, and any information deemed necessary to comply with these Rules.

If any potential winner cannot be contacted following a reasonable number of attempts within 7 (seven) calendar days of first notification attempt, or fails to provide the information requested, or if any Prize or Prize notification is returned as undeliverable, or if a potential winner rejects his/her Prize, or in the event of non-compliance with these Prize Draw Rules and requirements, such Prize will be forfeited and a new winner will be selected from the Selection Pool.

In the event that having followed the awarding process described above, a Prize cannot be given to a winner, the Promotion Company reserves its right not to award said Prize. Upon Prize forfeiture, no compensation will be given.

The Promotion Company reserves the right to require winners to provide a valid form of identification proving their age and identity before receiving their Prize. Any identity verification document produced must be in the name of the person who has entered the Prize Draw. Winners will be sent the Prize by post to the postal address provided within 30 days of the date that the relevant winner provided the requested information.

Personal Data:

Any information, including any personal data, on Entrants gathered during the Prize Draw will be held and used by the Promotion Company, the companies belonging to their group, their suppliers and/or contractors necessary to administer the Prize Draw, and otherwise in accordance with the KIKO Privacy Policy found at: http://www.kikocosmetics.com/en-gb/secure-purchases/privacy-policy.html (the "**Privacy Policy**").

If you are a winner of the Prize Draw, you agree that the Promotion Company may use your name, image and town or county of residence to announce the winners of this Prize Draw and for promotional purposes. By participating Entrants hereby agree to the Promotion Company's processing, collection and usage of their personal information and acknowledge that they have read and accepted the Privacy Policy.

General:

This Prize Draw is in no way sponsored, endorsed or administered by, or associated with, Instagram. Instagram bears no liability with regards to those taking part in this Prize Draw. All terms and conditions of Instagram apply to all submissions.

The Promotion Company reserves the right, in its sole discretion, to cancel, terminate, modify, extend or suspend this Prize Draw should (in its sole discretion) changes to Instagram or its terms of use, virus, bugs, non-authorized human intervention, fraud, misconduct or technical failures or other causes beyond its reasonable control corrupt or affect the administration, security, fairness or proper conduct of the Prize Draw. In such case, the Promotion Company may post a notice on the Website and at its sole discretion have the winner chosen from all eligible Entrants who made a Submission prior to and/or after (if appropriate) the action taken by the Promotion Company.

The Promotion Company may prohibit an Entrant from participating in the Prize Draw or winning a Prize if, in its sole discretion, it determines that said Entrant is attempting to undermine the legitimate operation of the Prize Draw by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick Entry programs) or intending to annoy, abuse, threaten or harass any other Entrants or Promotion Company representatives.

Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any Instagram account, the authorized account holder will be deemed to be the Entrant. The "authorized account holder" is the natural person assigned an account by Instagram. Each potential winner may be required to show proof of being the authorized account holder.

The Promotion Company is not responsible for any technical problems or human error that may result in a comment not being received or being lost or damaged or for any destruction or alteration of, or unauthorized access to, the Prize Draw registrations and entries. Proof of submission will not be deemed to be proof of receipt by the Promotion Company.

The Promotion Company reserves the right, at any time, to verify the validity of Submissions and Entrants (including an Entrant's identity, age and place of residence) and to disqualify any Submission that is not in accordance with these Rules.

Save where the Promotion Company has been negligent, the Promotion Company shall in no way be liable for any injuries, losses, damages or expenses suffered or incurred by any winner of the Prize Draw, as a direct or indirect result of participating in this Prize Draw and/or accepting a Prize. The Promotion Company's decision is final. No correspondence will be entered into except with the winners to notify them that they have won and to provide the Prizes.

The Prizes quoted are subject to availability and, in the event of unforeseen circumstances, or circumstances outside of the Promotion Company's reasonable control, the Promotion Company reserves the right to amend, withdraw or substitute any part of this Prize Draw and/or Prize for an alternative arrangement of equal or greater value.

The Prize is not transferable, and no cash or other alternative arrangements will be offered. Winners will be solely responsible for all applicable taxes relating to their Prize.

The Approximate Retail Value ("**ARV**") of any Prize listed is subject to price fluctuations in the consumer marketplace based on, among other things, any gap in time between the date the ARV is estimated for purposes of these Rules, and the date the Prize is awarded or redeemed. If the actual purchase price of a Prize is less than the ARV stated herein, the Prize winner will not be entitled to a cheque, cash or other form of payment for the price difference.

Failure by the Promotion Company to enforce any of its rights at any stage does not constitute a waiver of those rights. If any part of these rules shall be found to be void or contrary to law, such part shall be considered invalid, but all unaffected sections shall remain in effect. These rules shall be governed by the laws of England and Wales and the courts of England shall have non- exclusive jurisdiction.