

Fiddes Payne - Cake Angels & The Whimsical Cakery Instagram 'Ultimate Christmas Goodies Giveaway' Competition T&Cs

Entrants will be deemed to have accepted these terms and conditions and agree to be bound by them when entering this Promotion.

1. **Promoter:** Fiddes Payne Ltd., Unit 3a, Thorpe Park, Thorpe Way, Banbury, Oxfordshire, OX16 4SP, UK. Please do not send entries to this address.
2. **Eligibility:** This prize draw ("Promotion") is open to legal residents of the UK (excluding Northern Ireland) aged 18 years or over, excluding employees of Fiddes Payne their families and agents, and anyone else professionally connected with this promotion.
3. **Promotional Period:** The promotion will run between 18:00 GMT 7th December 2020 – 23:59 GMT on 16th December 2020. One winner from Instagram will be announced on 16th December 2020 on the relevant platform so the competition closes at 23:59 GMT on 16th December 2020.
4. **Entry Instructions:**

4a Win Prizes:

Instagram entrants must follow @CakeAngelsUK and @thewhimsicalcakery on Instagram, like the giveaway posts and tag one or more friend(s) in the comments section. Cake Angels will select a random winner from the combined giveaway post entries and will tag the winners name on their Instagram story on 16th December 2020. Cake Angels will then contact the winner and ask for contact details in order to send out the prize. The prize will be posted out by The Whimsical Cakery on 17th December 2020.

4b Entrants who do not give correct details or those who make an entry on someone else's behalf will be disqualified, at the Promoter's discretion. No entries from agents, third parties or organised groups or entries automatically generated by computer will be accepted.

4c. Entrants can enter as many times as they like, on either giveaway post, and will be counted as 1 per entry.

Prizes:

- 2x vanilla bean iced biscuits
- 2x triple chocolate brownie slices
- 2x white chocolate cakesicles
- 2x royal icing piped decorations
- Marshmallows
- Please note: this prize contains gluten (wheat flour), egg, milk and soya. It may contain traces of nuts and sulphates.

These will be delivered to the winner as soon as possible before 25th December 2020.

1. The Promoter reserves the right to substitute the prizes (or any part of them) for a prize or prizes of equivalent or greater monetary value if this is necessary for reasons beyond its control. There is no cash alternative to the prize(s) (or any part of them) and unless agreed otherwise in writing the prizes are non-refundable and non-transferable.

2. The promoter accepts no responsibility for any entries that are lost or delayed, or which are unable to be sent due to technical errors, or for any other reason beyond its control.
3. The prize draw winner will be contacted on Instagram on 16th December 2020. To claim their prize, the winner is required to respond to the winner notification. The winner should respond by acknowledging its receipt and providing their name, contact number and postal address. The Whimsical Cakery will then post the prize to the winner.
4. The Promoter's decision is final and binding in all respects on all entrants. No correspondence will be entered regarding the execution of the Promotion. Entries that do not comply in full with these terms and conditions will be disqualified.
5. The Promoter reserves the right to cancel, amend, terminate or suspend this Promotion in the event of any circumstance outside the Promoter's reasonable control. The Promoter and its associated companies and agents exclude responsibility and all liabilities arising from:
 - o a) any postponement or cancellation of the Promotion, and
 - o b) any changes to, supply of (including, without limitation, prizes which do not reach the intended recipient), or use of the prize or equipment provided as part of the prize, and
 - o c) any act or default of any third party supplier,
 - o d) any inability to schedule a prize in the allotted season, and;
 - o e) any injury arising from winners' use of a Prize, which are beyond the Promoter's reasonable control. There are exceptions to this, i.e. if death or personal injury results from the Promoter's negligence (or that of its employees or agents) or if it commits fraud its liability to you will not be excluded or limited in any way.
6. Please note: Your personal data and information provided by you will be used only by the Promoter for the purpose of administering the promotion and, unless you opt out on or after entering the Promotion, for email communications from us about special offers, competitions and news about Fiddes Payne brands and similar products of the Promoter.
7. Fiddes Payne, may also use your personal data for future email communications.
8. The winners agree to allow the Promoter and to use their name and likeness for advertising and publicity purposes without additional remuneration.
9. You will find the winners on our social media pages indefinitely.
10. The Promoter does not accept responsibility for network, computer, hardware or software failures of any kind, which may restrict or delay the sending or receipt of your entry. Incomplete entries will be disqualified and will not be counted.
11. This promotion and these terms are governed by English law and subject to the exclusive jurisdiction of the English and Welsh Courts.
12. This promotion is in no way sponsored, endorsed or administered by, or associated with Instagram. Entrants understand that they are providing their information to the owner of the Instagram page and Cake Angels website and not to Instagram.