

Prize Draw Terms and Conditions

About the prize draw

1. The promoter of this prize draw is Marks and Spencer plc, Waterside House, 35 North Wharf Road, London W2 1NW ("**M&S**"). This prize draw is being operated on behalf of M&S by Associates in Advertising Limited ("**AIA**"), whose registered office is at 200 Aldersgate Street, London EC1A 4HD.
2. M&S is a registered data controller with the Information Commissioner's Office (registration number Z6046528). M&S is the data controller of any personal data that you share when participating in the prize draw. We respect your right to privacy and will only process personal data you provide to us in accordance with the Data Protection Act 2018, the General Data Protection Regulation (EU) 2016/679, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and other applicable privacy laws. For more information see the Marks & Spencer Privacy Policy on our website <https://jobs.marksandspencer.com/privacy>.
3. By entering the prize draw, which must be entered via the following link <https://jobs.marksandspencer.com/bethechange>, you agree to these terms and conditions, to be bound by the decisions of M&S and AIA and to receive electronic notifications from M&S and AIA in relation to the prize draw.

Entering the prize draw

4. This prize draw is open only to students in full-time education who are studying towards BTEC and/or A-Levels (or equivalent) or degree qualifications in the UK at the time that they enter the prize draw ("**the Eligibility Criteria**"). Employees (or their relatives) of the Marks and Spencer Group of Companies (or any other company and/or agency connected with this promotion) are not permitted to enter.
5. The prize draw starts at 00:00 hours on 27 August 2020 and ends at 23:59 hours on 30 November 2020 ("**the Term**"). To enter the prize draw you must submit an entry form via the following link <https://jobs.marksandspencer.com/bethechange>. This must be done before 23:59 hours on 30 November 2020.
6. Entry is restricted to one per person. No entries on behalf of third parties will be accepted.

Choosing the winner

7. AIA will draw a small number of winners (usually one (1) to two (2)) per month at random on the last working day of every month during the Term and the draw will be supervised by an independent person. Prizes will be awarded each month to the first correctly completed entries, drawn at random. Entrants will be pooled during the course of the Term, meaning that those who do not win from one month to the next will remain in the prize draw until the earlier of either the date on which their entry is drawn as a winning entry or the end of the Term.
8. Shortly after AIA has drawn the winner(s), AIA will notify each winner via email within 10 working days of the draw, asking for an electronic copy of their photographic student identification (for the purpose of proving that they meet the Eligibility Criteria) and confirmation of their UK address (for the purpose of delivering the prize). Winners will also be asked to specify the charity that they wish M&S to make a donation to. If the relevant winner does not confirm acceptance of the prize within a reasonable timeframe, another random draw will take place from completed entries and another winner will be selected.

The prize

9. Each winner will receive a prize of their choice, to be selected from the following list:

Amazon Echo Show - <https://www.amazon.co.uk/amazon-echo-show-5-compact-smart-display-with-alexa/dp/B07KD7TJD6>;

Natural Light Lamp - https://www.amazon.co.uk/Lumie-Bodyclock-Rise-100-Exclusive/dp/B07VHQ5K9B/ref=as_li_ss_tl?ie=UTF8&linkCode=sl1&tag=britishgg-21&linkId=8596f8b800b64c244bb9233e92522371&language=en_GB

Digital Skipping Rope - <https://www.apple.com/uk/shop/product/HL6M2ZM/A/tangram-factory-smart-rope-led-jump-rope-medium> each the “Prize”.

10. Each winner will also be asked to select a charity to whom they wish M&S to make a donation. The donation will be for the amount of £20. M&S reserves the right not to make a donation to a selected charity if it believes that doing so would damage its reputation, cause offence, contravene M&S's policies or standards, or if it would be inappropriate in any other way. If a donation to a chosen charity cannot be made, M&S will inform the relevant winner of this fact, and ask the winner to identify another suitable charity.

11. Each participant may only win one Prize, and select only one charity to whom M&S will make a donation.

12. Each Prize (and donation to a selected charity) shall be processed and provided to the respective winners (or paid to the selected charity in the case of a donation) within thirty (30) days of the validation of each winner's identity, following their notification in accordance with clause 8.

General

12. The prize is non-transferable, non-refundable and subject to availability. There is no cash alternative.

13. AIA's decision is final and binding and no correspondence will be entered into regarding the outcome of the draw.

14. No responsibility will be taken for late, lost, indecipherable or misdirected entries or for any failure of communication resulting from incorrectly supplied information.

15. AIA reserves the right to check on behalf of M&S the validity of any entry and the identity of any entrant or winner for the purposes of checking that they meet the Eligibility Criteria and refuse giving the Prize (or making a donation to a selected charity) if either M&S or AIA reasonably consider the entry and/or winner to be in breach of these terms and conditions.

16. Prize and donation details are correct at date of publication. M&S and AIA reserve the right to substitute any element of the Prize (in whole or in part) with a prize of a similar nature and/or value (including an equivalent cash payment) should any original element of the Prize become unavailable for any reason.

17. AIA reserves the right at any time in its sole discretion to cancel, modify or supersede the prize draw if it believes, in its sole discretion, that the prize draw is not capable or is likely not to be capable of being conducted fairly or as specified within these terms and conditions due to events beyond its control (including, without limitation, a virus, a computer bug or unauthorised human

intervention or any other cause beyond the reasonable control of AIA that could corrupt or affect the administration, security, impartiality or normal course of the prize draw).

18. The Prize will only be delivered to the address confirmed in writing by each respective winner, which must be a UK address.

19. The winner may be required, subject to their consent, to take part in reasonable post-prize draw publicity for M&S which may include filming, photography or other recordings required by M&S or other third parties for publicity purposes and the winner acknowledges (and agrees to, in so far as their consent is required) that their personal data will be used by M&S for such purposes.

20. The entrant agrees to assign all copyright and intellectual property developed during this prize draw exclusively to M&S.

21. The surname and county of the prize winners will be available by email within one month of the notification date to early.careers@marks-and-spencer.com.

22. Nothing in these terms and conditions shall limit in any way either M&S or AIA's liability for death or personal injury caused by their negligence. Subject to that, M&S and AIA shall have no liability for any delay and/or failure to perform any obligation to the winner or other entrant that is caused by: (a) technical problems of any kind which may limit or prevent any person's participation in the prize draw; (b) any loss or damage arising from or in connection with the allocation of the Prize; (c) any act or omission of any third party; or (d) any other events beyond M&S and AIA's control that may cause the prize draw to be disrupted or corrupted or may lead to loss of, or damage to, the Prize in transit to the winner.

23. If any of these terms and conditions is found by a court or regulator to be invalid or unenforceable the other provisions shall continue to apply.

24. We will do our best to resolve any problems relating to the prize draw. This promotion shall be governed by the laws of England and Wales.

August 2020