

GT85® Best Kept Trade Secrets Competition T&Cs

TERMS AND CONDITIONS

This document contains terms and conditions for one promotion.

Best Kept Trade Secrets Competition

12.11.2024 – 26.11.2024

This promotion (this “Promotion”) is being promoted on behalf of WD-40 Company Limited, a company registered in England with company number 01755958, registered office at 252 Upper Third Street, Milton Keynes Buckinghamshire, MK9 1DZ and VAT registration number 844274910 (the “**Promoter**”) by Diversity Creative Marketing Solutions Limited, a company registered in England with company number 03699617 and registered office at Diversity House, 72 Nottingham Road, Arnold, Nottingham, NG5 6LF and VAT registration number 727 7535 08 (the “**Organiser**”). The terms and conditions below set out the terms on which you may participate in the Promotion (“**Terms**”). Entry into the Promotion shall constitute full and unreserved acceptance of these Terms. Failure to comply with these Terms will result in automatic cancellation of participation and the possible allocation of prizes.

Terms and conditions

1. This Promotion is open to residents of the United Kingdom (excluding Northern Ireland) only, aged 18 or over on the date on which you enter this Promotion, excluding employees and their immediate families and household members of the Promoter, its agents, and anyone else professionally connected with this Promotion.
2. No purchase is necessary to enter the Promotion. However, in order to enter the Promotion, you must have an internet connection and an account for the following social media platforms: Facebook, Instagram or X. Only one entry is permitted per person throughout the Promotional Period.
3. Each participant grants the Promoter and its designees the non-exclusive, irrevocable, perpetual, worldwide, royalty-free, transferable, sublicensable right and license to use, perform, exhibit, reproduce, edit and/or otherwise exploit entrant’s content (including text or other materials) submitted as part of their entry, in any manner and in any and all distribution channels, venues and/or media now known or hereafter devised, without further notice and/or any compensation of any kind to entrant. The participant further waives any “Moral Rights of Authors” and/or similar natural rights of ownership the entrant may have in entrant’s content. The participant further agrees, upon Promoter’s request and without compensation of any kind, to execute any additional documents so as to effect, record or perfect the grant of rights granted to Promoter herein.
4. By participating in the Promotion and without additional consideration and/or consent or prior review and in exchange for the potential to win the Prizes referenced herein, each entrant (except where prohibited by law) consents to the use by Promoter and its designees of his/her first name, last name, email address and any other personally identifiable information contained in the participants content for the Promotion and/or any advertising and marketing purposes in any media throughout the world.

5. **Entry Requirements:** Entries must comply with all of the following requirements as determined by the Promoter in their sole discretion:
 - a) Entrants must access the EasyPromos form via the Promoter's website, newsletter or links mentioned on the GT85 social media page on Facebook, Instagram or X during the Promotional Period.
 - b) Entrants must complete the EasyPromos form by including the requisite fields and answering five (5) questions.
 - c) Entrants must also follow the GT85 social media account on the platform where they are participating in the Promotion.
6. By entering this Promotion, you confirm that your entry will:
 - a) not be inappropriate, objectionable and/or unfit for publication (e.g., be and/or include pornographic images, nudity, obscenity, violence and/or hate speech
 - b) not disparage Promoter, its products and/or otherwise adversely affect the goodwill and business reputation of Promoter;
 - c) not advocate alcohol use, drug use, violent behaviour and/or any illegal activity;
 - d) not display and/or promote products competitive to the Promoter; and
 - e) must be relevant to the Promotion theme.
7. Winning a prize is contingent upon entrant fulfilling all the requirements of and all Terms provided herein. Failure to comply with these Terms may result in disqualification from this Promotion.
8. **Winners.** There will only be one (1) winner, who will be selected at random by a Third party software. Winners will be selected at random from all eligible entries received. This Promotion is in no way sponsored, endorsed, or administered by, or associated with Facebook, Instagram, or X. By participating in this Promotion, you hereby release and hold harmless Facebook, Instagram and Twitter from all liability associated with this Promotion. Participants are providing information to the Promoter and not to Facebook, Instagram or X.
9. **Prize.** 1x Power Tool Bundle including Cordless Multi-tool and Circular Saw.
10. Entry to this promotion opens at 00:01am (UK time) on 12/11/2024 and closes at 11:59pm (UK time) on 26/11/2024 (the "Promotional Period "). Entries received after the end of the Promotional Period (for whatever reason) will be invalid.
11. No entries from agents, third parties, syndicated entries or those made using methods such as a computer macro, script or the use of automated devices are permitted and no bulk entries.
12. The Organiser and Promoter reserves the right at any time, in its absolute discretion, to: (a) verify the eligibility of any participant (including their age and place of residence); (b) disqualify any participant found to be abusing or tampering with the operation of this Promotion or entering using fraudulent means, or who the Organiser/Promoter believes to have acted in breach of these terms and conditions; (c) disqualify participants who do not give correct contact details or those who make an entry on someone else's behalf; and (d) disqualify any participant posting an entry or a comment to the Promoter's Facebook, X and/or Instagram accounts that is, in the Promoter's opinion, inappropriate, offensive or upsetting to other participants, fans of the Promoter or directly aimed at the Promoter, or contrary to applicable law, and to remove any such entry or comment.

13. As soon as the prize-winner entry has been validated, the Organiser will commence the prize fulfilment process. The prize winner may be asked to present valid identification and any other required documentation to confirm their eligibility and win. The winner will be contacted directly via the email address (contained in their entry submission) after 26 November 2024 to arrange prize fulfilment. Winners will also be announced by sharing stories and/or posts across the GT-85 social media platforms, using only the winner's first name.
14. The prize will be delivered within 30 working days from a valid fulfilment of the prize. All costs and expense not included with the prize are the responsibility of the winner. The Promoter will not be liable if a prize winner cannot take the prize for reasons beyond the Organiser Promoter's control or if the Organiser is unable to contact that prize winner, including due to his or her provision of inaccurate or incomplete information. If: (a) a prize winner cannot be contacted or does not respond within 28 days of first being notified of their win, (b) the winner is ineligible, (c) the winner's entry is invalid or disqualified, or (d) the winner has otherwise failed to comply with these terms and conditions, then such potential winner forfeits all rights to any prize. In such an instance, the Organiser reserves the right to choose and notify a new winner. The Organiser will attempt to contact the winner via email up to two times.
15. No cash or other alternatives are available to the prize. The prize is non-transferable and non-exchangeable and cannot be resold. The Promoter reserves the right to substitute the prize with an alternative prize of equal or greater value if circumstances beyond the Promoters control make it necessary to do so. Unless otherwise agreed in writing by the Promoter, the prize will only be awarded to the winner. The confirmed prize winner will be announced publicly via GT85 social media pages, once the winner has been made aware first.
16. The Promoter must either publish or make available information that indicates that a valid award took place. To comply with this obligation the Promoter will send the surname and county of major prize winner and, if applicable copies of their winning entry, to anyone who emails privacy@wd40.co.uk. If you object to any or all of your name, county and winning entry being published or made available, please contact the Promoter at privacy@wd40.co.uk (within one month of the end of the Promotional Period). In such circumstances, the Promoter must still provide the information and winning entry to the Advertising Standards Authority on request. The winner will be required to take part in publicity relating to this Promotion and the Promoter reserves the right to use the winner's name and image for such purposes. Except as otherwise required by applicable law, the Promoter will not be responsible under any circumstances or be liable for any entry or claim which for technical or other reason is unsuccessful, incomplete, lost, late, damage, corrupted or misdirected.
17. Participants are responsible for all Internet connection costs charged by your Internet service provider.
18. If the Organiser or Promoter fails to comply with these terms and conditions, the Promoter is responsible for loss or damage a participant suffer that is a foreseeable result of the Promoter's breach of these terms and conditions or its negligence, but it is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of the Organiser or Promoter's breach or if they were contemplated by a participant and the Promoter at the time that you entered this Promotion. The Promoter makes no express or implied warranties with respect to the prizes.

- a) The Promoters liability is strictly limited to delivery of the prize actually and validly won.
 - b) The Promoter cannot be held liable under any circumstances in the event of a delivery problem or loss of postal mail.
19. If any court or competent authority finds that any provision of these terms and conditions (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these terms and conditions shall not be affected.
20. The Promoter and Organiser shall not be liable for: (i) any failure to comply with these terms and conditions as a consequence of events beyond its reasonable control including without limitation, any failure of communication networks; and/or (ii) any loss of profits, loss of revenue or other economic loss or any indirect or consequential loss.
21. The Promoter reserves the right to extend, withdraw, alter or suspend this Promotion or these terms and conditions at any time if circumstances beyond its control make this unavoidable. Any entrant who sought to participate in this Promotion under its original terms will not be disadvantaged by any such change under this clause. Any decision of the Promoter or Organiser in respect of this Promotion is final.
22. By submitting your personal information, you agree to receive emails from the Promoter containing news and offers that we think are of interest to you. You may unsubscribe at any time.
23. All personal data submitted in connection with the Promotion will be processed by the Promoter for the purposes of administering and managing the Promotion and the award of prizes (where applicable) and verifying the eligibility of a participant. It may be communicated to service providers and subcontractors for the execution of the work carried out on its behalf as part of this Promotion.
- a) Information collected from participants is subject to the Promoters Privacy policy, a copy of which can be found at [Privacy Policy](#), which tells you how the Promoter uses any personal information it may collect about you by entering this Promotion.
 - b) By entering this Promotion, and without compensation and/or additional consent or prior review and. in exchange for the opportunity to win the prizes mentioned herein, each participant (except where prohibited by law) consents to the use by the Promoter and its representative of his/her first name, last name, username, email address and any other personal information required.
 - c) Your data is stored in a secure environment and stored in accordance with the applicable UK and European laws and regulations. You therefore have the right to access, rectify and delete your personal data, the right to limit processing, the right to the portability of your data and the right to object to the processing of your data. You can exercise all of these rights by writing to: privacy@wd40.com.
24. These terms and conditions (including any contractual or non-contractual dispute or claim in relation to them) are governed by the laws of England and Wales. You can bring legal proceedings in respect of this Promotion and these terms and conditions in the English courts. If you live in Scotland, you can bring legal proceedings in respect of this Promotion and these terms and conditions in either the Scottish or the English courts. If you live in Wales you can bring legal proceedings in respect of this Promotion and these terms and conditions in either the Welsh or the English courts.