



## Twig 456 Giveaway Terms and Conditions

Effective Date: 20th November 2021

### 1. What some words mean

- 1.1. **Promoter:** Twig 456 Giveaway is promoted and executed by DIEM Group Ltd, trading as Twig.
- 1.2. **Entrant:** An entrant is an individual who takes part in the Twig 456 Giveaway.
- 1.3. **Entry/Entries:** An entry or entries is how the individual takes part in our Twig 456 Giveaway. This gives them a chance to win.
- 1.4. **Prize:** Our Twig 456 Giveaway prize will be £456 to one Prize Winner picked at random.
- 1.5. **Prize Winner:** An entrant who has won the Twig 456 Giveaway. This individual must accept their prize by opening a Twig account where their Twig 456 Giveaway prize will be paid.

### 2. Eligibility:

- 2.1. The Giveaway is open to legal residents of the **UK aged 18 or over**, excluding employees of the Promoter or its affiliate companies, agents and anyone connected with the Giveaway. In order to enter, the eligible individual ( the "**Entrant**") must have registered with the Twig app and have access to his or her twigtag.
- 2.2. Only Entries via Instagram will be considered for the Twig 456 Giveaway. Entrants will thus need to have an Instagram and a Twig Account, and internet connection to enter. Entries from a "protected" or "private" Social Media Account (i.e.,the Entrant has set their Social Media Account in a way that only people the Entrant has approved can view updates) may not be able to send entries due to the way Instagram operate their services.

- 2.3. Entrants may not submit an Entry on behalf of someone else. By submitting an Entry, the Entrant represents and warrants that the Entrant meets all eligibility criteria for participation in the Twig 456 Giveaway .

### **3. How to enter**

- 3.1. The Twig 456 Giveaway is free to enter and no purchase is necessary.
- 3.2. To participate and enter this Giveaway, you will need an Instagram account as well as a Twig Account. The Giveaway will begin on the 19th November 2021 at 09:00 and ends on 22nd November 2021 at 23:59.
- 3.3. If you don't already have a Twig Account, visit <https://twigcard.com> or visit your [App Store](#) or [Google Play Store](#) and download Twig - Your Bank of Things. It is free to download Twig and to create a Twig Account. By submitting your information and creating a Twig Account, you will be required to agree to the Promoters [terms of service](#) and [Privacy Policy](#). If you do not agree to the Promoters terms of service and privacy notice, you cannot create a Twig Account. Having a Twig Account is defined as having registered with the app and having successfully passed the identity verification in the Settings section of the app.
- 3.4. If you do not already have an Instagram account, visit [www.instagram.com](http://www.instagram.com) to create one. There is no cost involved in the creation of an Instagram account. By submitting your information and creating an Instagram account, you will be required to agree to the Instagram terms of service and privacy notice. If you do not agree to Instagram's terms of service and privacy notice, you cannot create an Instagram account.
- 3.5. To enter the Giveaway, eligible individuals ("Entrants") must follow the official Twig Account on Instagram and: (1) leave a comment on [Twig's Instagram page](#) specifically on the post promoting this Giveaway, that includes the Entrant's twigtag (twig username) (the "**Entry**"); (2) for an extra entry, post a story on your Instagram account featuring content of the Twig business card, @twigofficial tagged and the Entrant's twigtag .
- 3.6. The Promoter may disqualify entries if the Entry or related [twigtag](#) includes inappropriate, offensive, or other derogatory language or information. The Promoter reserves the right to remove, reject, or disqualify (along with the entrants who submitted them) any Entry or related twigtag which, in its opinion, (a) violates any of the rules outlined in this document, the terms of service and privacy policy of Instagram, or the [Twig Seller Terms](#) or [Privacy Policy](#) of the Promoter, (b) infringes, misappropriates, or violates any rights of any third

party including, without limitation, patent, copyright, trademark, trade secret, or right of privacy or publicity, or (c) is otherwise inappropriate for inclusion in the Giveaway.

- 3.7. The Promoter will not be liable for any delay or failure to comply with its obligations for reasons beyond its reasonable control arising from but not limited to Acts of God, global or regional epidemic or pandemic, adverse weather conditions, fire, industrial dispute, war, terrorist activity, hostilities, political unrest, riots, civil commotion, plague or other natural calamities, or any other circumstances of the Promoter.
- 3.8. For purposes of this Giveaway, only Entries that are recorded through Instagram's servers will be considered. Other proof of submitting an Entry (such as a printed or copied screenshots or messages) does not constitute proof of actual receipt of the Entry for purposes of this Giveaway. Proof of sending the entry will not be accepted as proof of delivery. The Instagram database clock will be the official timekeeper for this Giveaway.
- 3.9. The Prize Winner will be contacted via Direct Message and/or be announced on our Instagram story on the 23.11.21.
- 3.10. Provided no objection from the winner is received, a winners list will be made available by the Promoter 4 weeks after the close of the Promotion Period, for a period of 8 weeks. The prize-winners' names and counties of residence can be obtained by sending a SAE to 69 Wilson Street, London, EC2A 2BB. The winner can object to their surname or county of residence being published or request for the amount of information being published to be reduced during the Winner Notification process. However, without prejudice, the Promoter will provide winner information to the Advertising Standards Authority on reasonable request.
- 3.11. The Promoter may request that the winner participates in reasonable publicity arising from the Promotion. Participation is at the winner's discretion and is not a condition of Prize Acceptance
- 3.12. The Promoter will use each Entrant's personal details for the purpose of administering this Giveaway. As a condition of entering the Giveaway, each entrant gives consent for the Promoter and its agents to obtain and deliver his or her name, address and other information to third parties for the purpose of administering this Giveaway and complying with applicable laws, regulations, and rules. Such third parties may use your information for their own independent purposes in accordance with their own independent privacy practices. Except as otherwise outlined in these Twig 456 Giveaway Terms and

Conditions, the Promoter will use personal information collected in connection with the Giveaway in accordance with its online [Privacy Policy](#).

- 3.13. Entrants must not use multiple accounts to enter. Entries made by entrants using multiple accounts will be declared invalid and will be disqualified from this Giveaway. Entries that are generated by a macro, bot, or any other automated means will not be accepted and will be void. Entries made by any other individual or any entity or group, or originating at any other address, including but not limited to commercial Competitions, subscriptions, notification or entering service sites, will be declared invalid and disqualified for this Giveaway.
- 3.14. The Promoter does not accept any responsibility for any Entries that are incomplete, ineligible, illegible, corrupted, lost or delayed or are unable to be sent because of any other reason. Incomplete entries, and entries which do not satisfy the requirements of these terms and conditions, will be disqualified and will not be counted.
- 3.15. The Promoter is not responsible for any changes or unavailability of the Instagram service that may interfere with the Giveaway (including any limitations, any restrictions, or any conditions on the Promoter's ability to use Instagram for the Giveaway as set forth herein that are not acceptable to the Promoter) or ability of the Entrant to enter on time, receive notices or communicate with the Promoter via Instagram, in which case the Promoter, in its sole discretion, may terminate or modify the Giveaway. It is a potential Prize Winner's responsibility to set his or her Social Media Account as applicable, to accept contacts by Sponsor and to timely check such accounts for any Promoter direct messages.

#### **4. The Prize**

- 4.1. The respective Prize (the "**Prize**") that can be won may differ between the Twig 456 Giveaways. All Prize details not specified in these Twig 456 Giveaway Terms and Conditions will be determined in the Promoter's sole discretion. The Promoter is not responsible for and will not replace any lost or stolen Prize or any Prize that is undeliverable or does not reach the Prize Winner because of incorrect or changed contact information. If the Prize Winner does not accept the entire Prize, the unaccepted part of the Prize will be forfeited and the Promoter will have no further obligation with respect to that Prize or portion of the Prize. The Promoter is not responsible for any inability of the Prize Winner to accept or use any Prize (or portion thereof) for any reason. No transfers or Prize substitutions will be made, except at the Promoter's sole discretion. No more than the stated Prize will be awarded. Participants may not assert the cost of winning any Prize, including cost of verification, redemption or travel. The Promoter accepts no liability for any publicity that may come from claiming or using a Prize.

## **5. Winner Selection**

- 5.1. The Prize Winner of the Twig 456 Giveaway will be chosen at **random**. Your odds of winning depend on the number of eligible Entries received.

## **6. Winner Notification**

- 6.1. The Prize Winners may be notified by receiving a direct message from the Promoter to their Instagram account with a request for their full name and address. Once the Prize Winner provides such information, winners who have not done so already will need to verify their identity in order to finish setting up their Twig Account. The Prize Winner will have 30 days to provide this information and verify their identity in order to claim their cash prize, which they will receive into their Twig Account.
- 6.2. If any Winner Notification or other Giveaway communication is rejected or returned as undeliverable, if a potential Winner cannot be reached after a reasonable attempt has been made by the Promoter (as determined by the Promoter in its sole discretion), if a Winner cannot attend or participate in any portion of the applicable Prize, the Prize will be forfeited in the Promoter's sole discretion and an alternate Winner may be selected (time permitting) based on the original method of winner selection in the Promoter's sole discretion. The Promoter may only look to three (3) alternate winners for the applicable Prize, at which point the applicable Prize may be deemed unclaimed and the Promoter will have no further obligation with respect to such Prize. The Promoter reserves the right to modify the notification procedures in connection with the selection of any alternate potential Winner.
- 6.3. If legitimately claimed in compliance with the rules outlined in this document, the Prize will be awarded. To claim a Prize, a Prize Winner must follow the directions in his or her Winner Notification.

## **7. The Promoter's Liability**

- 7.1. So far as law permits, the Promoter and its associated agents exclude responsibility and all liabilities arising from:
  - (a) Any postponement or cancellation of the Giveaway
  - (b) Any changes to, supply of (including, without limitation, prizes which do not reach the intended recipient), or use of the Prize
  - (c) And act or default of any third-party supplier, which are beyond the Promoter's reasonable control

## 8. General Legal Matters

- 8.1. **Entire agreement:** These Terms describe the entire agreement between us regarding the TwigTuesday Giveaway, and supersede and extinguish any prior understandings or agreements regarding the Twig 456 Giveaway.
- 8.2. **Changes to these Terms:** We may need to change these Terms from time to time. Changes to the Terms will be posted on our website. Changes to these Terms will be effective immediately. If you do not agree to changes to these Terms, you can cease to enter any Twig 456 Giveaway. If you still choose to enter the Giveaway, this will be deemed to constitute your acceptance of all of the terms. These Terms of use may not otherwise be changed without our written consent.
- 8.3. **Transfer of rights and obligations:** We shall be entitled to transfer our rights and/or obligations under these Terms to another party. Any such transfer will not reduce your rights under these Terms. You may not transfer any of your rights or obligations under these Terms without our written consent.
- 8.4. **Waiver and severability:** If either you or we ignore any breach of these Terms, it does not mean that any further breach cannot be enforced. Similarly, if any part of these Terms turns out to be invalid or unenforceable for some reason, then it will be replaced with a provision which, as far as possible, achieves the same purpose as the original, and the remainder of the Terms will still be binding.
- 8.5. **Resolving disputes:** These Terms of use shall be governed by and interpreted in accordance with the English law. If any party wants to take court proceedings in relation to these Terms, they must do so in England.