

MARKS AND SPENCER – THE LOCAL – CHRISTMAS 2014 PRIZE DRAW

TERMS AND CONDITIONS

ARTICLE 1. PROMOTER AND APPLICABLE LAW

Marks & Spencer, hereafter the “**Promoter**”, the “**Organiser**”, a company established under English law, whose registered office is located at 24-29 Mary Street, Dublin 1, Ireland, registered at Companies House, United Kingdom, under the number 16855, is organizing a **promotion, free of charge with no obligation to purchase**, from 20/11/2014 to 18/12/2014 (hereafter the “**Prize Draw**”).

The Prize Draw can be accessed via the following websites

www.thelocal.de

www.thelocal.es

www.thelocal.fr

www.thelocal.com

The Prize Draw, the Website and the interpretation of these terms and conditions are subject to Republic of Ireland laws and regulations of the Republic of Ireland.

ARTICLE 2. CONDITIONS OF PARTICIPATION

Registering to the Prize Draw confirms acceptance without reserve and compliance with the provisions of these terms and conditions, available on the Site upon registration and at any moment during the Prize Draw on the Site.

2.1 Conditions of play

The Prize Draw is open to any individual of legal capacity who is at least 18 years of age and resident in the Republic of Ireland, France, Spain and Germany with the exception of the employees of the Organiser or of the companies involved in creating the Prize Draw, and of their direct family (parents, brothers and sisters, children) and any other person living in the same household.

In order to enter the Prize Draw, Participants must have a free method of access to internet service, or, if the Participant’s internet service is provided on a fee basis, such service must have been established prior to the start date of this Prize Draw.

In order to be duly registered to the Prize Draw on the Website, all Participants must complete the registration form on the Website with their title, first name, last name, valid e-mail address, date of birth, country of residence.

2.2 Participant information

The personal data relating to Participants will be used by the Promoter for the sole purpose of administering participation in the Prize Draw.

In compliance with data protection laws, each participant can have access to, change or delete their personal data from the system by writing to the Promoter.

2.3 Validity of the participation

The information and contact details supplied by the Participant must be valid and genuine, under penalty of exclusion from the Prize Draw and, if applicable, loss of winning status.

It is strictly forbidden for a Participant to play using several e-mail addresses or to play from a player account opened for another person. One single player account shall be opened by one person having the same first name, surname and e-mail address. A Participant may enter the Prize Draw by registration/message submission only once. Failure by any Participant to comply with the entry instructions set out herein will result in automatic disqualification from the Prize Draw.

ARTICLE 3. PRINCIPLES OF THE PRIZE DRAW

In order to register to the promotion and enter the prize draw to have a chance to win the prize described in article 4, participants must enter their title, first name, surname, valid email address, date of birth, country, and answer the question “Which Jumper would you celebrate Christmas in?”, then validate their registration by clicking on the button “Enter now”.

ARTICLE 4. PRIZE DRAW

In the promotion altogether one prize is offered. The prize draw winner will receive a €250 online shopping voucher to be used exclusively on marksandspencer.ie, marksandspencer.fr or marksandspencer.eu depending on the winning participant’s country of residence. The voucher will be issued in the form of five €50 voucher each valid for a period of 1 year from date of issue. The prize is non-transferable and no cash alternative will be offered.

ARTICLE 5. DESIGNATION OF WINNERS

The winning participant will be selected by a draw on the 19/12/2014 at 11am using a random selection algorithm.

The winning participant will be named once his/her eligibility for the prize has been verified. The participant whose name is drawn will be contacted by email by the Promoter within 15 days of the draw. If the winning participant does not respond within 15 days of sending this email, he/she will be deemed to have renounced his/her prize, which will remain the property of the Promoter.

The winning participant must accept that the Promoter will publish their name, the date he/she won and details of the prize on the Site, without giving any right to compensation or benefit other than allocation of the prize.

The winning participant must comply with these terms and conditions of the Game. In the event of non-compliance with these rules, the prize will not be awarded. Participants agree to all checks concerning their identity, age, postal address, reasonably necessary to enable the Promoter to establish their genuine participation. Any false declaration, indication of identity or false address will lead to immediate disqualification of the Participant.

ARTICLE 6. LIABILITY

The Promoter reserves the right at its sole discretion to substitute the prize which is unavailable with another prize of equivalent commercial value.

The prize may not give rise to any dispute or claim of any kind, or be exchanged, or substituted for payment of its value in cash. The winner(s) agree not to seek the responsibility of the Promoter or its service providers concerning the quality, specification or operation of a product or service offered as a prize within the context of the Prize Draw. By accepting a prize, the winner agrees to release the Promoter, the Operator and any other entities associated with this Prize Draw, along with each of their employees, officers, directors, agents, representatives, from any and all liability, loss or damage

arising from or in connection with the awarding, receipt and/or use or misuse of prize or participation in the Prize Draw.