

Competition and Prize Draw/giveaway Terms and Conditions of Event Attendance and Participation: MY JOHN LEWIS ALL THINGS BABY EVENT (the Event)

These terms and conditions apply to this Event organised by John Lewis & Partners ("we", "us" or "our"). The customer ("you") should read this document carefully before booking to attend the Event. This document has legal consequences and will affect your legal rights and will limit your ability to bring future legal actions, however it will not affect your statutory consumer rights. In accessing and attending the Event you also agree to comply with the Terms and Conditions of Use: John Lewis Partnership Virtual Events which can be found in Appendix 1 of these terms and conditions.

The Events will take place from 10 - 15 August 2022

I. Prize draws/giveaways

- a) By purchasing a ticket to the Event, customers can opt into the prize giveaways by ticking the tick box option at the point of purchasing the ticket to the Event. The option to opt into the prize giveaway will only be available for the period that tickets are available for purchase.
- b) By opting into the prize giveaways, you are agreeing to be bound by these terms and conditions. In the event of a conflict, these terms and conditions take precedence.
- c) Customers opting into the prize giveaways will have a limit of one entry per prize giveaway.
- d) There is 1 prize giveaway per scheduled session. 1 event attendee per session will be selected as the winner.
- e) You must attend each particular session to be entered into the prize giveaway for each particular session. If you only attend one session, you will be entered into the prize giveaway for that particular session only.
- f) Prizes:
 - a. **COMBINATION FEEDING WITH MAM AND NAOMI SAUNDERS - Prize:** 1x MAM 6 In 1 Electric Steriliser and 1x MAM 2-in-1 Single Breast Pump
 - b. **UNDERSTANDING SLEEP WITH CHICCO - Prize:** 2x 1-2-1 virtual consultations with sleep expert Mandy Gurney
 - c. **A MINI FIRST AID CRASH COURSE - Prize:** 2 places on a 2-hour Mini First Aid class and 1x large family first aid kit
 - d. **YOUR FEEDING JOURNEY WITH TOMMEE TIPPEE AND LOUISE BROADBRIDGE - Prize:** 1-1 private session with midwife Louise Broadbridge
 - e. **FAMILY INVESTING WITH JOHN LEWIS FINANCIAL SERVICES AND NUTMEG - Prize:** 1x Toniebox Starter Set
 - f. **BIRTH AND BEYOND WITH MY EXPERT MIDWIFE - Prize:** 1x My Expert Midwife Mum to be gift set and 1x Just for bits duo
 - g. **WHICH SILVER CROSS CAR SEAT IS RIGHT FOR YOU? - Prize:** 1x Silver Cross car safety bundle, including 1x Dream car seat and base, 1x motion allsize 360 car seat and 1x Silver Cross Travel Kit
 - h. **SLEEP WELL WITH THIS WORKS AND MIDWIFE MARLEY - Prize:** a hamper of This Works products for mum and baby worth over £350, a copy of midwife Marley's new book 'Midwife Marley's Guide For Everyone: Pregnancy, Birth and the 4th Trimester' as well as access to two virtual courses Marley has created on the Now

Baby App: 'New Mum, New Baby' course and 'Baby First Aid and Common Medical Conditions.'

- i. **PREGNANCY SKINCARE, MIDWIFERY ADVICE AND PRENATAL PILATES WITH MAMA MIO - Prize:** 1x JLP x Mama Mio Exclusive kit
 - j. **PREGNANCY SKIN SOS WITH CLARINS - Prize:** 1x Mother-to-Be Treatment at JLP Skin SPA (selected destinations) and 1x Pamper Package worth £100.
 - k. **TRAVEL EASY WITH BUBAGOO AND PILOT MARIA PETTERSSON - Prize:** 1x Bugaboo Butterfly Travel Stroller, 1x Bumper Bar, 1x Bugaboo Stardust and 2 x fitted sheets
- g) The prizes are subject to availability. They are non-transferable, non-refundable and, unless stated, there are no cash alternatives.
- h) By opting into the giveaway, you understand that for the purposes of administering the competition and prize fulfilment, it is necessary for us and the following third parties, on our behalf, to hold and process your personal data:

Prize Brands:

- a. MAM
 - b. CHICCO
 - c. MINI FIRST AID
 - d. TOMMEE TIPPEE
 - e. JOHN LEWIS FINANCIAL SERVICES AND NUTMEG
 - f. MY EXPERT MIDWIFE
 - g. SILVER CROSS
 - h. THIS WORKS
 - i. MAMA MIO
 - j. CLARINS
 - k. BUGABOO
- i) Your personal information will be processed on our behalf by the Prize Brand and any subsequent data processor supplying booking and payment services in accordance with our instructions and in compliance with any applicable data protection legislation.
- j) If for any reason we or the Prize Brand are unable to provide the prize as described in these terms and conditions or if for any reason fulfilment of the prize is impacted by mandated efforts to curb the spread of COVID-19, we reserve the right to substitute this for another prize, in our sole discretion, of equal or higher value. Should the impact of COVID-19 cause any delay in delivering the prize, we will not refund the price paid for the Event ticket. However, if you have not received the prize within 30 days of us sending the prize, please get in touch with us at jl.events@john.lewis.co.uk
- k) If you are the winner of one of the prize draws, you agree that we may use your name, image and county of residence to announce the winner of this competition and for any other reasonable and related promotional purposes, for no further consideration.
- l) All valid entries received by the time that the event ends will be entered into a prize draw, and the winner will be picked at random.
- m) The winning customer will be contacted by email, text or phone call as soon as practicable after the prize draw, using the contact details provided with the ticket purchase. The winner will be required to respond within 7 days of notification (unless otherwise stated) confirming their acceptance of the prize. In the event the winner does not respond to communications within this period or if any prize is declined, we reserve the right to disqualify that winner and draw another winner.
- n) We and our associated agencies, companies and distributors will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits),

expense or damage which is suffered or sustained (whether or not arising from any person's negligence) in connection with this competition or accepting or using the prize, except for any liability which cannot be excluded by law (including liability for fraud or death or personal injury arising from negligence) in which case that liability is limited to the minimum allowable by law. Your statutory rights are not affected.

- o) If there is any reason to believe that there has been a breach of these terms and conditions or if we believe that your conduct may be unlawful or otherwise bring the prize draw into disrepute, we may, at our sole discretion, reserve the right to make your entry void and exclude you from participating in the competition. Our decision regarding any aspect of the competition is final and binding and no correspondence will be entered into.
- p) It may take up to 6 weeks to deliver your prize.

Appendix 1

In addition to the terms and conditions detailed above, the following additional terms and conditions shall apply in respect of any John Lewis Partnership virtual event (**JLP virtual event**).

These terms and conditions set out the basis on which the John Lewis Partnership will provide services to you and anyone you book a JLP virtual event for. For the purposes of these terms and conditions, the John Lewis Partnership includes John Lewis Plc and Waitrose Limited ("John Lewis", "us", "we", "our"). These terms and conditions apply to your use of our Virtual Events Services (the **Services**). The Services means all services provided by John Lewis to you for the purposes of booking, accessing and attending events remotely via digital conferencing facilities and the provision of online classes and seminars on a variety of subjects.

By booking a JLP virtual event or otherwise using the Services, you confirm that you accept these terms of use and that you agree to comply with them. You also confirm this for anyone you make a booking for. If you do not agree to these terms, please do not use the Services.

We may amend these terms from time to time. Every time you wish to use the Services, please check these terms to ensure you understand the terms that apply at that time. Your continued use of the services following such change shall be deemed to be your acceptance of such change.

Classes

John Lewis has taken every care in the preparation of the Services and will provide the classes with reasonable care and skill. However, to the extent permitted by applicable law, John Lewis does not represent or warrant the accuracy or reliability of any of the information or content about any goods or services, software or advertisements which are provided or distributed through, or linked, downloaded or otherwise accessed by way of the Services.

We will endeavour to run the JLP virtual event as advertised. However, we reserve the right to make changes, including to the running order and timings for the event prior to the event. Where reasonably possible, we will provide prior notice of such changes. In the event of a significant change to the content of the event then we will on request refund the event ticket price (if any).

No warranty is given that the JLP virtual events or associated services shall be available on an uninterrupted basis.

You must be at least 18 years old to book a JLP virtual event or 18 years old to book and participate in a JLP virtual event which has alcohol as a subject matter. Children may attend classes which are unrelated to alcohol but must be accompanied by a parent/guardian over the age of 18. The

accompanying adult will be solely responsible for any child or children attending a JLP virtual event. By booking any JLP virtual event, you warrant that at the time of the event you will be at least 18 years old or over, or, in the case of events relating to alcohol, 18 years old or over.

Payments & Cancellations

If a fee is applicable for the booking of any JLP virtual event, this will be communicated to you in the terms and conditions specific to the event in question and at the time of booking, in advance of any payment. Any personal data collected through the booking process will be processed in line with our Privacy Policy and the terms and conditions detailed below under "Privacy & Security".

We will not be responsible for any remedy for inconvenience or other related costs that you may incur resulting from the cancellation, postponement or changes to any JLP virtual event.

Conduct

We will not tolerate any behaviour or conduct which, in our reasonable opinion, poses a danger or causes or is likely to cause nuisance, annoyance, offence or distress to any participant of a JLP virtual event, and we may terminate a class immediately if any participant displays conduct of this kind. We reserve the right to blacklist you from our services and/or take any appropriate legal action, in the event that a legitimate complaint is made about your conduct during a JLP virtual event.

You must not use equipment for recording or transmitting (by digital or other means) any audio, visual or audio-visual material or any information or data of the JLP virtual event. Any recording made of an event in breach of the conditions shall belong to us.

You may be refused admission to, or be asked to leave, the JLP virtual event at any time if:

- (a) you fail to comply with any of the Conditions or any instructions given by us, our employees or agents;
- (b) in our reasonable opinion you are unfit to attend the event;
- (c) your ticket(s) are void; and / or
- (d) the host (acting reasonably) considers it appropriate.

If you are asked to leave, you will not be entitled to a refund nor will we be responsible for any other loss or expense incurred in association with attending the event.

If you are asked to leave a JLP virtual event, you must do so promptly and without disturbing others.

Privacy & Security

When you sign up for any JLP virtual events or otherwise use our Services, we will process any personal data you may submit to us in accordance with our Privacy Policy, which can be found here <https://www.johnlewis.com/customer-services/shopping-with-us/privacy-notice>. When you use the Services, John Lewis Plc is the data controller of your personal data.

The personal data we collect about you may include your name, date of birth or age, email, address, telephone number, debit/credit card details, image/video and audio recordings (when you attend or participate in a virtual class), and marketing preferences.

We will process your personal data in order for us to fulfil our contractual obligations to you (e.g. to provide you with the service you have asked for, such as virtual classes), for compliance with our legal and regulatory obligations, where you have consented to us processing your personal data (e.g. to receive marketing and updates from us) and where such processing is necessary for the fulfilment of our legitimate interests. Our legitimate interests include, being able to effectively communicate with you about the services you have asked us to provide, keep effective records, sell part or all of our business to a future purchaser, to effectively manage and administer our business, to ensure the safety and security of the Services and those that use it, and sending you marketing and updates.

We will collect your personal data when you visit our website, sign up for a JLP virtual event or otherwise avail of any of our Services, subscribe for marketing and updates from us, comment on any of our products and services, and contact us with any queries or complaints. Please see our Privacy Policy for further details on when we collect your personal data. If you choose to sign another individual up for a JLP virtual event, you acknowledge and agree that you will only do so if you have consent to do so from that person. You further agree to inform the relevant person that their personal data will be processed by John Lewis in accordance with our Privacy Policy and these terms and conditions.

The personal data you submit in the course of booking a JLP virtual event or when otherwise using the Services, may be shared with trusted third parties where this is necessary to provide the Services. These third parties may include IT companies that support our website and business systems, partners that help us manage your booking and partners that provide the online platforms which allow you to access the JLP virtual events. We may also share your personal data with other companies in the John Lewis group where this is necessary to provide you with your requested services, or where we have a legal or legitimate business need to do so. Further details of who we share your personal data with are available on our Privacy Policy.

In certain circumstances, it may be necessary for us to transfer your personal data to countries outside the European Economic Area (EEA), such as the USA. This will usually be the case where our trusted third party partners and suppliers are based in non-EEA countries. Where we transfer any personal data to a country outside the EEA, we will always do so in compliance with applicable laws (including data protection laws). This will normally involve transferring your personal data to a non-EEA country:

1. on the basis that the recipient country offers an adequate level of protection for your personal data;
2. under EU Commission approved Standard Contractual Clauses; or
3. under an approved data sharing scheme, such as the EU-US Privacy Shield framework.

If you would like further information on the transfer of your personal data to non-EEA countries, or if you would like to see a copy of the safeguards put in place to protect your data, please contact us at the details provided in our Privacy Policy.

You have a number of rights in relation to your personal data. This includes the right to ask us to access, correct, erase, object to the processing of or restrict the processing of your personal data. Additionally, you also have the right to ask us to transfer your personal data to a third party where possible, and the right to withdraw your consent to our processing of your personal data (where we obtained your consent to process your data). For further information on the rights that you have, and how you can exercise them, please see our Privacy Policy. Please be aware that if you choose to exercise certain rights (such as the right to erasure or objection), it may no longer be possible for us to provide you with the services or information that you have asked for.

We will not retain your personal data for longer than necessary to provide you with the services that you have requested, or if longer, the period of time required by applicable laws and regulations.

JLP virtual events may include a feature that allows video, audio and any documents and other materials to be exchanged or viewed during a session and we may record JLP virtual events for safety and security purposes. The recordings may capture any images, video and audio transmitted during a class by any participant depending on which communicative features are enabled. By joining a JLP virtual event, you consent to such recordings.

For further information on how we process your personal data, including who you can contact if you have any queries or complaints, or if you would like to exercise any of your data rights, please see our Privacy Policy.

IT Security

If you choose, or you are provided with, any user identification code, password or any other piece of information by us, or by a third party provider, as part of the Services, you must treat such information as confidential.

We do not guarantee that our site, or the provision of the Services, will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform to access our site. We recommend that you use your own virus protection software.

Intellectual Property

We are the owner or the licensee of the intellectual property rights in our websites and the JLP virtual events, as well as any JLP virtual event materials. Those works are protected by copyright law, and all such rights are reserved. You must not use any part of the JLP virtual event content or materials for commercial purposes without obtaining a licence to do so from us or our licensors.

Miscellaneous

These terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. The courts of England will have exclusive jurisdiction for any dispute arising under or in relation to them. If any provision of these terms and conditions is found to be unlawful, void, or for any reason unenforceable by a court, then that provision shall be deemed severed from the rest of these terms and conditions and shall not affect the validity and enforceability of the remaining provisions. No delay or failure by us to exercise any powers, rights or remedies under these terms and conditions will operate as a waiver of them, nor will any single or partial exercise of these powers, rights or remedies preclude any other or further exercise of them.

Any questions regarding these terms and conditions, or if you have any issues or complaints, should be directed to: jl.events@johnlewis.co.uk