

PRIMARK CUSTOMER SURVEY PRIZE DRAW TERMS AND CONDITIONS (USA)

Once you have opted-in to enter Primark customer survey prize draw, (the “**Promotion**”), you will then be given to opportunity to confirm that you have read and agree to be bound by these terms and conditions.

Promoter

1. The promoter is Primark Limited, with its international headquarters located at Arthur Ryan House, 22-24 Parnell Street, Dublin 1, Ireland. All references to “Primark”, in these Terms and Conditions refer to Primark Limited and its affiliates around the world.

How to Enter

2. To enter the Promotion, entrants must have completed the customer survey, by providing the code on the customer’s receipt following an in-store purchase at Primark. Following this purchase, no additional purchase is required. Each code may only be used once and following completion of the survey, the customer must have opted-in and consented to entry into the Promotion.
3. Entrants must be aged 18 years or over.
4. Access to the internet is required to enter the Promotion.
5. The Promotion is not open to any of Primark’s affiliate companies, employees of Primark, their families, agents or anyone else connected with the Promotion.
6. The Promotion is open to entrants based in US, Great Britain, Republic of Ireland, Netherlands, Hungary, Spain, France, Germany, Austria, Slovakia and the Czech Republic (“Primark’s Region”).
7. Joint submissions are not permitted. Incomplete, illegible, misdirected or late entries will not be accepted.

Promotion Period

8. The Promotion occurs once per calendar month i.e. there will be a prize draw for January, February, March and so on, until terminated by Primark.
9. To be entered into the prize draw in any calendar month, entrants must have submitted the customer survey and consented to entry into the Promotion before 23:59 on the last day of the relevant month. Entries submitted after this date will be entered into the prize draw in the following month. Entries must be submitted within two months of till receipt. Each entry will only be entered into one prize draw.

Prize

10. In each calendar month, Primark is offering entrants the opportunity to win one Primark gift card worth USD (\$) 100 (if entrant is based in USA) / £100 (if entrant is based in Great Britain) / €100 (if entrant is based in Republic of Ireland, Netherlands, Spain, France, Germany, Austria, or Slovakia) / 2,500 Kc (if entrant is based in Czech Republic) / 36,000 HUF (if entrant is based in Hungary).
11. All prizes are non-refundable, non-transferable and non-exchangeable and there is no cash alternative offered.
12. Primark gift card Terms and Conditions apply to the use of prizes:
<https://www.primarkgiftcards.com>

How Winners are Selected and Notified

13. One winner will be randomly and independently selected from across Primark’s Region by the fourteenth day of each calendar month by Primark’s third-party service provider Medallia Inc.

14. The winner will be contacted by Primark on the date of the draw via email. Primark will attempt to contact the winner twice by email. If any winner declines a prize or fails to respond within 14 days, they forfeit any right to the prize, at Primark's reasonable discretion.
15. In the event a prize is not claimed by the first winner, Primark will select a new winner from the same pool of entrants, and the process described above for contacting winners and accepting prizes will apply. If neither of the two entrants claim a prize in that calendar month, no winner will be selected for such calendar month and Primark will proceed with the next calendar month's Promotion and no prize will be awarded for that month.
16. The prize will be sent via email to the winner within one day of the winner accepting it.

Other Terms and Conditions

17. Primark reserves the right to discount any inappropriate or offensive entries and to disqualify any entries if Primark reasonably believes that there has been an attempt to manipulate or tamper with the operation of the Promotion.
18. In the event of unforeseen and exceptional circumstances or exceptional circumstances outside its reasonable control, Primark reserves the right to modify or discontinue, temporarily or permanently, this Promotion and Primark will give appropriate notice to entrants.
19. Entrants agree to be bound by the reasonable decisions of Primark, which are final in all matters relating to the Promotion.
20. Save in the event of Primark's negligence, Primark does not accept responsibility for network, computer or software failures of any kind and has no responsibility for lost, delayed or misdirected entries.
21. Nothing in these terms excludes Primark's liability for death or personal injury caused by its negligence or for fraud, or any other liability that Primark may not exclude by law. Subject to that, and save in the event of Primark's negligence or that of its employees, Primark and its affiliates will not be liable for any loss expense or damage which is suffered or sustained in connection with the Promotion or accepting or using any prize, including any loss incurred as a result of any delay and/or failure to perform any obligation to the winner or other entrants that is caused by:
 - a. technical problems of any kind which may limit or prevent any person's participation in the Promotion;
 - b. any loss or damage arising from or in connection with the allocation or enjoyment of a prize; or
 - c. any other events beyond Primark's reasonable control that may cause the Promotion to be disrupted or corrupted or may lead to loss of, or damage to, the winner or to the prize.
22. If any of these terms and conditions are found by a court or regulator to be invalid or unenforceable the remaining other provisions shall continue to apply.
23. Personal data supplied during the course of this Promotion will only be processed as set out in the Tell Primark Customer Feedback Privacy Notice at <https://www.tellprimark.com> .
24. These terms and conditions shall be governed by and construed in accordance with the laws of the State of New York and the parties agree that any dispute or action arising under or in connection with these terms and conditions shall be subject to the exclusive jurisdiction of the Courts of the State of New York.