

Giveaway Terms and Conditions

The Calmer Bonsai Tree giveaway (hereafter referred to as the “Giveaway”) is promoted by Sharper B2B Marketing, whose registered address is 87-88 Turnmill Street, London, EC1M 5QU (the “Promoter”).

Eligibility

1. The Giveaway is open to residents of the United Kingdom, who have either been asked to participate in the Giveaway or have seen an advert which invites them to enter the Giveaway, have a valid business email address, aged 18 years or over, excluding employees and their immediate families (defined as parents, siblings, children & spouse regardless of where they live) of the Promoter, its affiliated companies, their agents or anyone professionally connected with the Giveaway.
2. The Giveaway opens on 15TH May 2023 at 00:01 and closes 31st July 2023 at 23:59 (the “Giveaway Period”) OR when all Bonsai Trees have been allocated (this Giveaway is only available while stocks last), whichever is sooner. Any sign ups before or after the Giveaway Period will not be considered.
3. Any changes in the Participant's job, role, company (including a direct or indirect change in ownership of that company) or country may impact on the Participant's eligibility to continue to participate in the Giveaway.
4. Any Claims made by a Participant after they cease to be eligible under these Terms & Conditions shall be null and void (even if an Eligible Product sale has been made), and no giveaway shall be due or owing to any such Participant pursuant to this Giveaway, and their account will be closed.

Entry Process

5. In order to qualify for the Giveaway the entrant must visit the dedicated webpage and complete a signup form – only valid business email addresses will be permitted (any entries with personal email addresses e.g. Hotmail or Gmail will not be valid).
6. Entrants can enter the Giveaway only once – with only one entry per household / postal address permitted.
7. No purchase is necessary to enter the Giveaway.
8. Incomplete, incorrect, or otherwise invalid entries will not be considered.
9. It is a condition of entry that participants agree to abide strictly by the rules of the Giveaway.
10. The Promoter reserves the right to verify the eligibility of all participants.
11. The Promoter reserves the right to exclude participants and withhold the bonsai tree for violation of any of these Terms and Conditions.
12. The decision of the Promoter is final, and no correspondence will be entered into.
13. No responsibility can be accepted for any bonsai trees that are delayed, corrupted, or otherwise invalid or if entry was not possible due to technical difficulties.

The ‘Giveaway’

14. During the Giveaway Period there are 10 x bonsai trees available.
15. The bonsai tree will be sent to chosen recipients by post to an address of their choosing.

16. There is no cash alternative to this giveaway.
17. The giveaway is non-transferable.
18. In the event of unforeseen circumstances, the Promoters reserve the right to suspend the giveaway.
19. Giveaways remain the sole property of the Participant and cannot be transferred (in whole or in part), to any other Participant. Giveaways may not be bartered or sold or combined or exchanged with any other promotion.

Giveaway selection

20. The giveaways will be allocated at random by the Promoter from all legitimate entries.
21. Once all bonsai trees have been allocated, the Giveaway will close (or after the giveaway period ends see clause 3, whichever is sooner).

Privacy and Data Protection

22. Any personal data relating to participants will be used in accordance with all relevant Data Protection legislation (including the EU General Data Regulation) and will only be disclosed to third parties to fulfil requirements of the Giveaway.

Licences

23. By participating in this Giveaway, the participants agree to participate in any reasonable marketing and promotional activities required by the Promoter.
24. This Giveaway is in no way associated with and/or endorsed by The Lego Corporation.

Termination or Changes to the Giveaway

25. The Promoter reserves the right to cancel the Giveaway or amend these Terms and Conditions at any time without prior notice. Any amendment to the Terms and Conditions will be posted on this website.

Responsibilities

26. The Promoter and its agents, sub-contractors and distributors shall not be liable or responsible where the performance or prompt performance of its obligations is prevented or affected by any event beyond its reasonable control including, but not limited to, acts or omissions of Participants, third parties, industrial disputes, hostilities, political unrest, internet problems, telecommunications problems, computer problems or natural disasters.
27. The Promoter and its agents, sub-contractors and distributors shall not be liable or responsible for any consequential, indirect and/or special losses or damages that may be suffered or incurred in relation to the Giveaway and/or these Terms & Conditions.

Disputes/Errors

28. All matters relating to the Giveaway or the interpretation or application of any of these Terms & Conditions, including without limitation, questions or disputes regarding eligibility for the Giveaway must be submitted in writing to The Promoter within 90 days of the transaction or matter in question arising.
29. Any such dispute shall be resolved by The Promoter at its sole discretion and its decision shall be final.

30. Any matter arising in respect of the interpretation or application of these Terms & Conditions shall be governed by and construed in accordance with English law and the parties hereto hereby agree to submit to the exclusive jurisdiction of the English Courts PROVIDED THAT The Promoter may make a claim or take any action or proceeding in any territory or jurisdiction and under any law in order to protect or enforce any of The Promoter assets, interests and rights.

Proprietary Rights to Content

31. The design and content of the Giveaway, any related materials, services and software (including but not limited to text, sound, photographs, graphics or other material continued in any Giveaway communications, advertisements or messages, whether by The Promoter advertisers or partners are protected by copyrights, trademarks, service marks, patents and/or other intellectual property rights and laws and are owned by The Promoter licensors and their use is permitted only as expressly authorised in writing by The Promoter or as required by law.

Taxes and Social Charges

32. The awarding of gifts may be treated as taxable income (either direct taxation or otherwise) and may be considered direct compensation for the purposes of taxation, national insurance or social security contributions (or equivalent taxes or social charges applicable under local law).
33. Participants and/or their employers are solely responsible for any federal, state, provincial taxes, social security, national insurance contributions, social charge or other taxes (whether direct, indirect or otherwise) that may be incurred as a result of receiving Prizes under the Giveaway.
34. Participants acknowledge and agree that The Promoter may be obliged under applicable local laws to report to the giveaways attained to the Participants':
- A. Local tax authorities
 - B. social charge or contributions agency
 - C. other relevant bodies or organisations
 - D. employers
35. Liability to such taxation or social charges of whatever nature and howsoever arising is the sole responsibility of the Participant. The Promoter provides no warranty and accepts no responsibility as to the taxation treatment (whether direct taxation or otherwise) of the Giveaway.
36. It is an express condition of the Giveaway and Participants hereby agree that Participants and employers of Participants shall indemnify The Promoter for any taxes of whatever nature and howsoever arising that The Promoter may become liable or responsible for as a result of or in relation to a Participant and/or a Participant's employer receiving gifts in relation to or in connection with the Giveaway.

Severability

37. Should one or more provisions of these Terms and Conditions be or become wholly or partly ineffective this shall not affect the validity of the remaining provisions. The wholly or partly ineffective provision shall be replaced by a provision that best meets the economic purpose of the invalid provision.

General

38. The Promoter shall be entitled to have an agent or contractor carry out all or part of the Giveaway process on its behalf.
39. The Promoter reserves the right, subject to applicable laws, to disclose to relevant third parties information that Participants have provided, or information that The Promoter has obtained regarding Participants' account:
 - (a) to agents of The Promoter or its group companies and/or affiliates, including but not limited to independent auditors, consultants or attorneys, sub-contractors and those working for or on behalf of The Promoter;
 - (b) in order to comply with any applicable law, government authority or court orders or requests;
 - (c) to facilitate the administration, monitoring and implementation of the Giveaway;
 - (d) for the internal purposes of The Promoter business (including but not limited to assessing and monitoring the Giveaway and the way and manner in which Participants participate in the Giveaway and identifying or detecting any misuse of the Giveaway or breaches of its terms and conditions).
40. No purchase is necessary to enter this giveaway.
41. These terms and conditions shall be governed by the laws of England and the English courts shall have exclusive jurisdiction over any disputes which arise out of or in connection with them or this Giveaway.