INTRODUCTION

These Terms and Conditions set out the basis on which you can participate in the Arsenal x II Makiage Competition (the "Competition"). These Terms and Conditions prevail in the event of any conflict or inconsistency with any other communications, including advertising or promotional materials. Entry and claim instructions are deemed to form part of the Terms and Conditions and by participating, all entrants will be deemed to have accepted and be bound by the Terms and Conditions. If you do not accept these Terms and Conditions, you should not enter the Competition and you will not be eligible to win the prize. Please retain a copy for your information.

ABOUT US

Promoters: IM PRO MAKEUP NY LP, 110 Greene St, 2nd fl, New York, NY, 10009, USA; and The Arsenal Football Club Plc, Highbury House, 75 Drayton Park, London, N5 1BU.

WHO CAN ENTER?

- 1. This prize draw is open to all residents of Great Britain aged 18 or over. Employees of the Promoters, their immediate families, employees or immediate family members of any third party companies associated with the promotion, prize providers or agencies assisting with the promotion operation may not enter any promotion including employees of the Promoter and/or The Arsenal Football Club PLC ("Arsenal FC"). Proof of age may be required.
- 2. It is your responsibility to ensure that you can participate in the Competition in compliance with local laws and regulations. Any entry submitted in breach of local laws and regulations shall be automatically null and void. The Promoters also reserve the right to determine that it cannot accept an entry or provide a prize due to local laws and regulations.

WHAT DO I NEED TO ENTER?

Users will need access to the internet and a profile on Facebook, Instagram, or Twitter. No
purchase is required to enter but you will require email and internet access to enter the
Competition.

WHEN DOES THE PROMOTION START AND FINISH?

- 4. The promotion will run from 00:00am UK time on 03.04.2023 ("**Start Date**") and will close at 11:59pm UK time on 17.04.2023 ("**Closing Date**").
- 5. The promotion will be promoted via selected IL MAKIAGE and/or Arsenal FC email communications and/or social media posts.

HOW DO I ENTER

- 6. There are two ways to enter the Competition and you can enter via one or both of the entry routes described below. If you enter via both routes, you will receive two entries into the Competition. You can only enter using each entry route on one occasion (entries are therefore capped at two entries per person). The entry routes are as follows:
 - a. Web form: To enter, users need to complete a submission form (linked <u>here</u> and in promotional posts and emails) by completing their first name, last name, and email address before the Closing Date; and
 - b. **Social post:** To enter, take a picture of the IL MAKIAGE bus advertisement and post a 'grid post' on your public Instagram account (only one entry is permitted via this

route and if you post this to multiple social media accounts you will only receive one entry) using the tag @ILMAKIAGE and using the hashtag #FocusOnMyGameFace before the Closing Date. For your entry to be valid, your Instagram account must be public, you must post this as a grid post (not a story), you must tag @ILMAKIAGE, you must hashtag #FocusOnMyGameFace and you must keep the post live for one week following the Closing Date.

Your post must not contain anything foul, indecent, obscene, abusive, racist, sexist, homophobic, discriminatory, derogatory or anything which the Promoters, in their absolute discretion, consider offensive. All such entries will be disqualified.

- 7. Entrants who provide incorrect details or who make an entry on someone else's behalf will be disqualified, at the Promoter's discretion.
- 8. Entrants must take care when entering their details. Incomplete, illegible, misdirected or late entries will not be accepted. Proof of sending will not be accepted as proof of entry. The Promoter takes no responsibility for entries delayed, incomplete or lost due to technical reasons or otherwise.

PRIZES

- 9. Valid entries will be entered into the prize draw to win one of 12 prizes:
 - a. First Place £1,000 GBP e-gift code for IL MAKIAGE website and an authentic signed replica shirt of the Arsenal WFC team.
 - b. Second place £500 GBP e-gift code for IL MAKIAGE website and an authentic signed replica shirt of the Arsenal WFC team.
 - c. Third to tenth place (8 entries) £100 GBP e-gift code for IL MAKIAGE website and an authentic signed replica shirt of the Arsenal WFC team.
- 10. Please note: Purchases made with a one-time use e-gift code are not eligible for exchanges. Returns will only be refunded the amount paid after the applied e-gift card (excluding shipping costs, which are always non-refundable). Once an e-gift code is applied at checkout, it's considered redeemed and cannot be reactivated or replaced. The e-gift code is only eligible for one use. Please note:
 - a. E-gift codes can be applied to new IL MAKIAGE purchases only
 - b. E-gift codes cannot be extended, replaced, reactivated, or combined
 - c. E-gift codes cannot be combined with any other offers or discounts
 - d. E-gift codes are not eligible on any quiz-based orders
 - e. E-gift codes cannot be applied to future Auto-Replenishment charges/orders
 - f. E-gift codes cannot be used on limited edition or collaboration products
 - g. E-gift codes are eligible for use one time only, so be sure to use the full amount at one time
 - h. Multiple e-gift codes cannot be applied to one order
 - i. E-gift codes will only apply in the UK.
- 11. For full e-gift code terms and conditions, please see here
- 12. Signed shirts shall be signed by a majority of the Arsenal Women's team.

13. The Promoter reserves the right to substitute the Prize(s) (or any part of it/them) for a prize or prizes of equivalent or greater monetary value if this is necessary for reasons beyond its control. There is no cash alternative to the Prize (or any part of them) and unless agreed otherwise in writing the Prize is non-refundable and non-transferable. All costs and expenses not included within the Prize are the responsibility of the winner(s).

HOW ARE WINNERS SELECTED?

14. All eligible entries will be entered into the prize draw. The winner will be selected via a randomized computer process within 5 working days of the close date (17.04.23).

HOW ARE WINNERS NOTIFIED?

15. Winners will be notified by email the following working day of being selected, using the contact details provided on entry (if they entered via webform) or via Instagram direct message (if they entered via Instagram). Winners will be asked to share their mailing information, in order to despatch the prizes.

The Promoter will make reasonable efforts to contact the winners. However, if a winner has not responded to notification within 3 working days of the first attempt, or if a selected winner is ineligible, in breach of these rules, or unable to take up the prize for any other reason, an alternative winner will be drawn using the same methodology as above. The process will repeat until eligible winners are able to claim all prizes. Entrants are encouraged to monitor their email address and Instagram account messages during this time in the event they are selected as a winner. The Promoter cannot be held responsible for winners failing to supply accurate information which affects prize acceptance or delivery.

If for any reason winners are contacted via social channels, they will ONLY be contacted by the @ILMAKIAGE official account and we will NOT ask for bank details.

HOW ARE PRIZES DESPATCHED?

16. E-gift codes will be sent by email to the winner. Signed shirts will be sent via mail. Prizes returned undelivered are assumed unwanted an alternative winner will be drawn.

PUBLICITY

17. The winner may be requested to take part in media activity relating to the competition (if requested). The promoter may request to use the winner's name and image in connection with such publicity.

WINNERS LIST

18. If required by a regulatory authority, and/or if the Promoter considers it lawful, necessary or appropriate to do so, we may elect to make available a list of winner's surname and/or county to regulators who request such details within 3 months of the closing date of this Promotion. Entrants can object to disclosure, or request that disclosure be limited in scope by contacting press@ilmakiage.com. We may nevertheless disclose the information to the Advertising Standards Authority if required to do so. You may request a copy of the winner's list by emailing press@ilmakiage.com

PROOF OF ID AND VERIFICATION

19. The Promoter may need to verify entries including but not limited to asking for proof of address, age and identity details (which must be provided within 48 hours) and to refuse to award a prize or withdraw prize entitlement and/or refuse further participation in the promotion and disqualify the participant where there are reasonable grounds to believe there has been a breach of these Terms and Conditions, the spirit of the promotion,or any instructions forming part of this promotions entry requirements or otherwise where a participant has gained unfair advantage in participating in the promotion or won using fraudulent means.

LEGAL AND LIABILITY

- 20. The Promoters reserve the right to withdraw or amend the Competition or these Terms and Conditions if circumstances outside its reasonable control make this unavoidable.
- 21. If for any reason any aspect of this promotion is not capable of running as planned, including by reason of infection by computer virus, network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or any other cause beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of this promotion, the Promoter may in its sole discretion modify or suspend the promotion or invalidate any affected entries. If an act, omission, event or circumstance occurs which is beyond the reasonable control of the Promoter and which prevents the Promoter from complying with these Terms and Conditions the Promoter will not be liable for any failure to perform or delay in performing its obligation but will always endeavour to minimise the effect to participants in order to avoid undue disappointment.
- 22. The Promoters and their associated agencies and companies 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 promotion or accepting or using the prize/gift, except for any liability which cannot be excluded by law (including personal injury, death and resulting from any negligence of the Promoters) in which case that liability is limited to the minimum allowable by law.
- 23. If any of these clauses should be determined to be illegal, invalid or otherwise unenforceable then it shall be severed and deleted from these terms and conditions and the remaining clauses shall survive and remain in full force and effect.
- 24. The Promoter has no control over internet and communication networks and is not liable for any problems associated with them due to traffic congestion, technical malfunction or otherwise. The Promoter will not be held liable to any individual for any fraud committed by any third party nor for any event beyond its control including, but not limited to, user error and any network, computer, hardware or software failures of any kind which may restrict, delay or prevent a participant's entry to the Promotion.
- 25. The Promoter's decision is final with regard to all promotional matters and no correspondence will be entered into.
- 26. These terms and conditions and any related disputes are subject to interpretation under English law and subject to the jurisdiction of the courts of England and Wales.

27. The Competition is not in any way sponsored, endorsed or administered by, or associated with Instagram. You acknowledge that Instagram shall not have any liability to you in connection with the Competition and your entry to the Competition is subject to Instagram's applicable terms of use and terms of service. The Promoters reserves the right to disqualify any entrant posting an entry or a comment to their account that is, in the Promoter's opinion, inappropriate or offensive or contrary to applicable law.

DATA PROTECTION

- 28. The Promoters (Arsenal and II Makiage) will only use the personal details supplied for the administration of the promotion and awarding the prize and for no other purposet. The entrant's personal details will at all times be kept confidential and in accordance with current Data Protection legislation. For further details:
 - a. Click https://www.ilmakiage.co.uk/privacy policy or the Promoter's Privacy Policy. You can request access to the entrant's personal data, or have any inaccuracies rectified, by sending an email to ukcustomerservice@ilmakiage.com. By participating in the Promotion, you agree to the use of your personal data as described here.
 - b. More information about how Arsenal handles personal data is available at www.arsenal.com/privacy-policy.

CONTACT

29. If you have any questions about the Competition, please write to ukcustomerservice@ilmakiage.com.