

Terms and Conditions International Competition DILMAH ALWAYS TEATIME CHALLENGE- Christmas Edition

Promoter:

Dilmah Ceylon Tea Company PLC (formerly “Ceylon Tea Services PLC”), of No. 111, Negombo Road, Peliyagoda, Sri Lanka

Eligibility:

Dilmah Always Teatime Challenge is open to all Hospitality Professionals & Consumers. Directors, officers, management and employees (and the immediate families of Directors, officers, Management and employees) of the Promoter, or of the agencies or Companies associated with this competition are ineligible to enter this competition.

Competition Period:

This competition will be conducted only during the period covering 15th November 2017 to 15th December 2017 (“Competition Period”).

Deadline for Entries

Midnight 15th December 2017 (from the entering country time)

Entry Method:

- During the Competition period all entries must be made via competitions.dilmahtea.com/always-tea-time/)
- Details regarding the Competition can be viewed through the following Digital Medias:
 - Dilmah Competitions site

- Dilmah Social Media Pages
- Dilmah Tea Inspired Mobile App
- During the competition period, entrants must:
 - a. Visit the web page at <http://competitions.dilmahtea.com/always-teatime-christmas-challenge/>
 - b. Fill the entry form with the relevant details considering all the points noted in the "Enter Now" page of the website (<http://competitions.dilmahtea.com/always-teatime-christmas-challenge/registration-form.html>)
 - c. The Entrants may enter as many times as they like provided their entry is unique each time.
 - d. The said entries should be able to meet acceptable standards with the following qualifications
 - i) The recipe should be an Original creation of the entrant and also be Christmas themed along with the times of the day-Morning, Afternoon & Evening
 - ii) The recipe must include at least one product of Dilmah Tea in a tea inspired beverage, food or pairing.
 - iii) The entrants must submit a photo or video of the final product along with the recipe.
 - iv) The entrants must include a rationale for the selection of a particular theme relating to the recipe.

- e. The Promoter reserves the sole discretion to determine whether the relevant entries meet with the necessary requirements to qualify for the competition.

Prize Details

- The prize winners will be determined by the judges, appointed by the Promoter.
- The selected global winner will be entitled to the following prizes.
 - A year's worth of Dilmah Tea
 - Two monogrammed 12 Slot Dilmah Bamboo Presenters
 - Paperback Publication of "The Dilmah Book of Tea Inspired Cuisine and Beverage"
 - Paperback Publication of "Tea and Your Health"
 - Noritake Hana Sarasa Fine Bone Tea Set for 2

- The Runner Up Prize for the next best valid entry, as determined by judges will receive the following prizes.
 - Monogrammed 12 Slot Dilmah Bamboo Presenter
 - Paperback Publication of "The Dilmah Book of Tea Inspired Cuisine and Beverage"
 - Noritake Carnivale Tea Set for 2

- There will be 8 Consolation Prizes for the next best 8 valid entries, as determined by judges, will receive the following prize.
 - Monogrammed 6 Slot Dilmah Bamboo Presenter

- The promoter cannot be held responsible for the winner being unable to redeem the prize for any reason whatsoever within the stipulated time frame.

Winner Determination:

- Each entry will be individually judged based on the judging mechanism mentioned in the competitions page (<http://competitions.dilmahtea.com/always-teatime-christmas-challenge/judging-panel.html>)
- Entries will be judged and a winner determined after the last day of the Competition Period. The judges may select additional reserve entries which they determine to be the next best, and record them in order, in case of an invalid entry or ineligible entrant.

Winner Notification:

- Overall winners will be announced by 31st December 2017 by email and their names will be published on the Dilmah Social Media platforms and the microsite (<http://competitions.dilmahtea.com/always-teatime-christmas-challenge/contest-winners.html>)

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Winners will be notified using the contact details provided with their entries within three days (3) of the announcement on the above mentioned microsite and on Dilmah’s Social Media Platforms. If after ten days (10) a winner cannot be contacted, the prize will be given to the next best entry.

- By submitting an entry, the entrant hereby agrees to participate in any publicity related to the Competition. Winners in the Competition agree that their identity may be disclosed in winner announcements. The winners also

agree to have his/her submission to the competition website (in form of photo, video, audio or text files) used for publicity purposes without any additional payment being made.

Prize Claim Date and Time:

The winner must agree to claim their prize within 10 days of notification. Claim to the prize can be confirmed by replying to the winner notification email from the Promoter. Failure by the winner to claim their prize by that date will result in forfeiture of the right to a prize, and the prize will be awarded to the next valid reserve entry. Any subsequent reserve winner (if required) must also claim their prize by the date stipulated by the Promoter in the winner notification email, otherwise they will also forfeit their right to the prize.

If the prize (or part of the prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification.

Prize, or any unused portion of the prize, is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.

General Conditions:

Information on how to enter and the prize(s) form part of these Terms and Conditions. Participation in this competition is deemed acceptance of these Terms and Conditions.

1. Judging

The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Errors and omissions will be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. Entries must be received during the Competition Period. Entries are deemed to be received at the time they are received by the Dilmah Competitions website and not at the time of submission by the entrant. The Promoter is not liable for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence due to error, omission, tampering, deletion, theft, and communications failure or otherwise. The Promoter has no control over communications networks and is not liable for any problems associated with them due to traffic congestion, technical malfunction or otherwise. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred. Entrants who enter using multiple email addresses or aliases may be disqualified. Consumers are responsible for their own costs associated with accessing the Internet. Automatically generated entries will not be accepted.

- 2.(i)** If for any reason the winner does not take the prize (or an element of the prize) at/by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.

3. Entrants agree that they are fully responsible for any materials they submit via the competition including but not limited to comments, recordings and images (“Content”). The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove or decline to publish any Content without notice for any reason whatsoever. Entrants warrant and agree that they will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication; Their Content shall not contain viruses or cause injury or harm to any person or entity; They will obtain prior consent from any person or from the owner(s) of any property including intellectual property that appears in their Content; They will obtain full prior consent from any person who has jointly created or has any rights in the Content to the uses contemplated by these Terms and Conditions, and the Content does not infringe the rights of any third party;

4. **Photo,video,audio and text entry copyright**

In submitting an entry, the entrant declares that they have taken the photo, video, audio or text file on their own and have sole and complete intellectual property rights to the photo, video, audio or text file.They will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication

systems. Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of the above terms.

- 5.** As a condition of entering this competition, each entrant licenses and grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (which shall include Content) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability.
- 6.** The winner must, at the Promoter's request, participate in all promotional activity (such a publicity and photograph) surrounding the winning of any prize, free of charge, and consent to the Promoter using their name and image in promotional material.
- 7.** Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
- 8.** The Promoter may require the winner to provide proof of identity, proof of age and proof of residency at the nominated prize delivery address. Identification considered suitable for verification is at the Promoter's discretion.

- 9.** The Promoter may, in its sole discretion, disqualify all entries from, and prohibit further participation in this competition by, any person who tampers with or benefits from any tampering with the entry process or with the operation of the competition or acts in violation of these conditions, acts in a disruptive manner or acts with the intent or effect of annoying, abusing, threatening or harassing any other person. The Promoter may in its absolute discretion cancel the prize or otherwise cease to provide any benefit of the prize to a winner, if the winner, in the opinion of the Promoter, is under the influence of alcohol or any other drug, behaves aggressively or offensively, or behaves in a manner which may diminish the good name or reputation of the Promoter or any of its related bodies corporate or the agencies or companies associated with this competition, is contrary to law or is otherwise inappropriate.

- 10.** If this competition is interfered with in anyway or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted bylaw (a) to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the competition, as appropriate.

- 11.** Any cost associated with accessing the Dilmah Competitions website is the entrant's responsibility and is dependent on the Internet service provider used.

- 12.** The Promoter is not liable for any tax implications arising from prize winnings. Independent financial advice should be sought. Where this competition involves, for VAT purposes, supplies being made for non monetary consideration, entrants will follow the Inland Revenue Department's stated view that where the parties are at arm's length, goods and services exchanged are of equal VAT inclusive market values.
- 13.** Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction(whether or not under the Promoter's control);(b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter;(d) any variation in prize value to that stated in these Terms and Conditions;(e) any tax liability incurred by a winner or entrant; or (f) use of the prize.
- 14.** Without limiting the previous clauses, the Promoter and its associated agencies and companies will not be liable for any damage, loss or delay in transit to prizes. As a condition of accepting the prize, the winner may be required to sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.

15. Winners:

Winners will be selected on the dates mentioned above and each winner will be contacted on the contact details provided on the entry. If they cannot be contacted during the stipulated period the next best entry will be selected.

16. As a condition of accepting a prize, each winner must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form

17. The Promoter will collect PI (Personal Information) via the Dilmah Facebook Page managed by the Dilmah head office located in Sri Lanka.

18. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. Entrants understand that they are providing their information to the Promoter and not to Facebook. The information an entrant provides will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this promotion must be directed to the Promoter and not to Facebook. Facebook will not be liable for any loss or damage or personal injury which is suffered or sustained by an entrant, as a result of participating in the promotion (including taking/use of a prize), except for any liability which cannot be excluded by law.

19. “ Dilmah” having its principle office in Sri Lanka, the laws of Sri Lanka apply to this promotion to the exclusion of any other law. Entrants submit to the exclusive jurisdiction of the courts of Sri Lanka.

20. Non-compliance with competition criteria will disqualify the entry.