

Terms and Conditions

Promotion		Status		
VOG Hall of Apples Competition		Final		
Client	Brand	Agency	Project Number	
VOG	Marlene	N/A	JS12222	
Type	Today's Date	Version	Style	Editor
Competition	28/10/2021	9	Standard	AP

Full Terms and Conditions

1. This Promotion is open to participating, eligible retailers ("Stores") located in Belgium, Cyprus, Germany, Malta, Spain, Sweden, The Netherlands and Norway ("Participating Market") by entrants participating on behalf of the Store who are also residents of the same Participating Market and are aged 18 or over. Employees of the Promoter, its agents and anyone professionally associated with this Promotion are excluded from participating.
2. No purchase is necessary but internet access and a valid email address are required.
3. **Promotion Period:** Enter between 00:01 on the 2nd November 2021 and 23:59 on the 31st March 2022 inclusive.
4. **To Enter the Promotion, entrants must:**
 - a. Visit <https://hallofapples.com/en/vog.html> and login to your account or register for an account if you don't already have one, then click on the button displayed on the website or visit <https://hallofapples.com/en/vog/promotional-material/order.html> to order point-of-sale ("POS") materials for their Store, providing the following details:
 - i. Name of entrant participating on behalf of the retailer.
 - ii. Role within the company
 - iii. Store name
 - iv. VAT number
 - v. Country
 - vi. Postal code
 - vii. Email address
 - viii. Store telephone number
 - b. Erect the POS in Store and arrange a display of apples on the POS based around Marlene's® 2021 display theme: 4 seasons.
 - c. Take a picture of the display and then visit <https://www.hallofapples.com/en/vog/photo-contest/participation.html> to upload the picture along with providing the following details:
 - i. VAT NUMBER (confirmation or new indication)
 - ii. Select the category ("Category") relevant to their store:
 - 1.Small fruit and vegetable retailers
 - 2.Wholesaler
 - 3.Small and medium sized supermarkets smaller than 1.500 sqm
 - 4.Hyperstores greater 1.500 sqm
 - iii. Select the fruit and vegetable section location (entrance of the store, central within the store, exit of the store)

- iv. Total square meters of the store
- v. Square meters of the fruit and vegetable department
- vi. Number of shop windows
- vii. Number of references (apples) in the assortment in peak season
- viii. Number of references (apples) in the assortment in summer
- ix. Ratio of apples space to total fruit and vegetable assortment within the store
- x. Confirm whether Marlene apples are included in the display (Yes/No)
- xi. Selecting which club varieties in the assortment (Yello, Envy, Pink Lady, Kanzi, please specify others)
- xii. Percentage share in assortment of loose product, bags, tray-packed (4/6/8 fruits)
- xiii. State how many organic brand apples are in the shop in comparison to non-organic

5. Maximum of 1 entry is permitted per Store during the Promotion Period, with a minimum of 1 photo and a maximum of 3 photos submitted per entry.
6. **Winner Selection:** Based on the Category Stores are classified under (in accordance with clause 4cii.) all valid entries received during the Promotion Period (subject to moderation), will be independently judged by PromoVeritas, within 10 working days from the close of the Promotion Period to select 30 shortlisted entries per Category based on the following criteria:
- a. CREATIVITY; Visual appearance and attractiveness of the apple display
 - b. Positioning/product presentation
 - c. Product communication (explanation/display)

Exclusive Marlene Stockist Judging: Stores that stock Marlene apples will then progress to be judged in accordance with additional criteria: implementation of Marlene's® annual theme (year 2021: 4 seasons) irrespective of Category and use and integration of Marlene® POS materials and campaign-oriented product display.

The shortlisted entries will then be judged by a panel of judges, within a further 10 working days to select 9 winners based on the below criteria:

- a. CREATIVITY; Visual appearance and attractiveness of the apple display
- b. Assortment depth, variety selection & packaging options
- c. Proportion and selection of references from Marlene® and VOG club varieties (premium products)
- d. The integration of organic assortment
- e. Positioning/product presentation
- f. Product communication (explanation/display)
- g. Apple performance compared to the total fruit and vegetable turnover

In the event of any tiebreak situation, the Store with the largest variety of apples available will be deemed the winner.

7. **The Prizes:** There will be a total of 9 Prizes available, allocated to the highest scoring Store per Category as outlined below:
- a. Hypermarkets: 1 x customised display for the apple category to be used for the Store's apple display, worth €20,000
 - b. Small and medium sized supermarkets: 2 winners will each win 1 x customised display for the apple category to be used for the Store's apple display, worth €10,000 each
 - c. Wholesaler: 2 winners will each win 1 x customised display for the apple category to be used for their POS display, worth €10,000 each
 - d. Small fruit and vegetable retailers: 4 winners will each win 1 x customised display for the apple category to be used for their POS display worth €5,000 each.

8. **Exclusive Marlene Apple Stockists Prize:** There will be 1 x €2000 voucher to be redeemed against a trip to South Tyrol, Italy ("Voucher Prize" or "Trip") awarded to the highest scoring Store that stocks Marlene brands of apples, per Participating Market as defined in clause 1 (9 Prizes in total).

9. **Further Entry & Prize Details and Conditions:**

- a. The Voucher Prize will be arranged by email or phone between the Promoter's prize fulfilment agency (Primus Touristik) and the winner. The prize fulfilment agency will liaise with the winner via a telephone conversation to discuss the nature trip they wish to have within the remit of the prize. The prize fulfilment agency will make all reasonable efforts to provide the winner with details of the Voucher Prize at the earliest possible opportunity. Once the Voucher Prize details including dates, locations and (where applicable) activities are confirmed, this cannot be amended or altered by the winner.
 - b. The Voucher Prize can be used against all elements of the Trip and will be valid from 1st April 2022 until 30th April 2024. At least 6 weeks' advance notice of preferred date of stay must be given.
 - c. Accommodation must be booked using the following provider: <https://www.primus.bz/en>
 - d. If the winner chooses to book the Trip for two or more people, all guests must attend the Trip at the same time as the winner. All elements of the Voucher Prize package must be taken as part of the same Trip.
 - e. Winners can book a Trip that is more than the €2000 value of the Voucher Prize or request extra services available at the accommodation booked, but any costs beyond the €2000 value will be at the winners' own expense. The full value of the Voucher Prize must be used at the time of booking the Trip and any remaining value on the Voucher Prize cannot be used at an alternative date.
 - f. It will be the winner's and (if applicable) their guest's responsibility to take out at their own cost all relevant insurance (including but not limited to health and travel insurance, insurance for theft, loss and damage to property) which may be required or prudent to be taken.
 - g. Guests below the age of 18 must provide written parental consent to travel unless accompanied by a parent or guardian.
 - h. The winner is responsible for the behaviour of themselves and their guests whilst taking the Trip. The Promoter reserves the right in its absolute discretion to exclude the winner and/or their guests from participation in any aspect of the Trip if any party fails to comply with the directions of the Promoter or any companies associated with the Prize or if the winner and/or their guests act in a manner that is dangerous to themselves or to the public or is, in the opinion of the Promoter, anti-social in any manner or which causes a disturbance or nuisance to others. Failure to comply with these Terms and Conditions may result in refused entry, or the winner and their guest being required to leave the venue. To the fullest extent permissible by law, neither the Promoter, nor their respective parents, affiliated companies, or subsidiaries, shall be liable for any loss or damage whatsoever which is suffered or sustained as a result of participation in the promotion or use of the Trip.
 - i. The pictures and images used in connection with this promotion and the prize are for illustration indication only and may not reflect a true likeness.
 - j. Customised display Prizes will be fulfilled as a voucher for VOG to assist the winner in creating an attractive Point of Sale display for their apple division. The winner has a choice of how to spend the voucher and is able to approve the final design of their display. The voucher is redeemable against shelves for the apple cartons.
10. **Winner Notification:** The winners will be contacted via the email address provided on entry within 5 working days of Winner Selection and will be asked to provide evidence of identity and eligibility. Reasonable efforts will be made to contact the winners. If a winner does not respond to the initial contact within 14 days, the Promoter reserves the right to disqualify that entrant and award the Prize to a reserve selected in the same manner. Reserve winners may have less time to respond.

11. **Prize Acceptance:** Winners will be notified within 28 days of acceptance of the Prize to arrange delivery/fulfilment of the Prize. In the unlikely event a winner does not receive their notification within 28 days, the winner will have a further 28 days to inform the Promoter by emailing hoa@vog.it. If a winner does not do so, the Promoter reserves the right to not reissue the Prize or limit its value at its sole discretion.
12. **Moderation:** The Promoter reserves the right to reject entries which, in the reasonable opinion of the Promoter:
 - a. are in breach of the Terms and Conditions
 - b. contain any content that is offensive, obscene, sexual, derogatory, defamatory, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, which could reflect negatively upon the name, reputation or goodwill of the Promoter or any brand partner, or which is otherwise unsuitable for publication;
 - c. contains or refers to any third-party brand or reference any third-party names, logos and/or trademarks;
 - d. promotes any political agenda.
13. By submitting an entry, each entrant grants to the Promoter a non-revocable, worldwide, royalty-free licence to use the copyright and other intellectual property rights vesting in their entry for all purposes connected with this Promotion, including but not limited to display on the Promoter's website and any other website of the Promoter or its agents/contractors choosing and use of the entry, or part(s) of the entry, in marketing materials relating to this Promotion for up to one year. Each entrant also grants the Promoter and its agents/contractors the right to moderate, modify or remove any entry if it is deemed unsuitable, in whole or in part, for display on the Promotion website or in any materials relating to the Promotion. Entrants hereby represent and warrant that they have all rights necessary to grant the licence and rights provided for in this paragraph and that all materials forming part of their entry to this Promotion, and any use of such materials by or on behalf of the Promoter, comply with all applicable laws, rules, and regulations and do not infringe or otherwise violate the intellectual property or other rights of any third party.
14. The winners will be responsible for any applicable taxes related to the acceptance of any Prize.
15. Provided no objection from the winners is received, a winners list stating the name of the winning Store and its location will be made available by the Promoter 4 weeks after the close of the Promotion Period, for a period of 8 weeks. It will be available by visiting <https://www.hallofapples.com/en/vog/winners.html>. Winners can object to any personal details such as their name or region of residence being published or request for the amount of information being published to be reduced by emailing info@vog.it. However, without prejudice, the Promoter will provide winner information to the Advertising Standards Authority on reasonable request.
16. The Promoter may request that the winners participate in reasonable publicity arising from the Promotion. Participation is at the winner's discretion and is not a condition of Prize Acceptance.
17. The Promoter seeks to run a fair and secure promotions and prevent abuse and cheating. If you enter in a way that is not consistent with these Terms & Conditions, your entries (and any of your associated aliases) will be disqualified, any Prize awarded may be void and recoverable, and the Promoter reserves the right to bar you from entering future promotions for a period of at least six months. For this reason, the Promoter reserves the right at any point to:
 - a. Verify the eligibility of entrants and/or provisional winners by requesting such information we consider reasonably necessary for this purpose. Entry or a Prize may be withheld unless and until verification is completed satisfactorily.

- b. Disqualify entries that are not made directly by the individual entering the Promotion.
 - c. Disqualify entries made using anonymous email services such as, but not limited to, GuerillaMail, Dispostable or Mailinator.
 - d. Disqualify bulk entries from individuals, trade, consumer groups or third parties, incomplete entries and entries submitted by macros or other automated means.
 - e. Disqualify entries beyond the maximum allowed, or those using techniques such as 'script', 'brute force', multiple SIM cards for Text entries, masking identity by manipulating IP addresses, using aliases or identities other than their own or any other means.
 - f. Disqualify entries which, in some other way, do not fully meet the requirements of these Terms & Conditions.
18. The Prizes are not transferable or exchangeable and cannot be redeemed for monetary value or for any other form of compensation. If for any reason any element of a Prize is not available, the Promoter reserves the right, at its sole discretion to substitute that element for another of equal or greater value.
19. If the Promotion is not capable of running as planned for reasons including but not limited to tampering, unauthorised intervention, fraud, dishonesty, technical failures, or any other causes beyond the control of the Promoter which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter reserves the right to disqualify any individual who tampers with the entry process or does not comply with these Terms & Conditions, or invalidate any affected entries and/or to cancel, modify or suspend the Promotion.
20. No responsibility can be taken for entries which are lost, delayed, corrupted, damaged, misdirected or incomplete or which cannot be delivered for any technical, delivery or other reason. Proof of sending will not be accepted as proof of receipt. The Promoter does not guarantee continuous or secure access to the promotional website.
21. The Promoter, its associated agencies and companies are not 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 a Prize, except for any liability which cannot be excluded by law. Nothing will exclude the Promoter's liability for death or personal injury as a result of its negligence.
22. The Promoter will not be liable for any delay or failure to comply with its obligations for reasons beyond its reasonable control arising from but not limited to Acts of God, global or regional epidemic or pandemic, adverse weather conditions, fire, industrial dispute, war, terrorist activity, hostilities, political unrest, riots, civil commotion, plague or other natural calamities, or any other circumstances of the Promoter.
23. All personal data supplied for this Promotion will be used solely for the purpose of this Promotion by the Promoter and/or by any agent appointed by it to assist with running the Promotion and will not be disclosed to an unconnected third party unless your positive consent has been obtained. Your personal data will be handled in accordance with the Promoter's privacy policy, available at: <https://www.vog.it/en/privacy>.

24. If any part of these Terms & Conditions are legally ruled to be invalid, illegal or unenforceable, the remainder will not be affected and will continue in full force and effect.
25. By entering, you will be deemed to have agreed to be bound by these Terms & Conditions.
26. If there is a discrepancy between these Terms & Conditions and those in any promotional material, these Terms & Conditions will prevail.
27. These Terms and Conditions shall be governed by the law of the relevant country for each entrant, and entrants submit to the exclusive jurisdiction of the courts of the relevant country they reside in..

Promoter: VOG, Consortium of South Tyrolean Fruit Growers Cooperatives coop, Via Jakobi 1/A, I-39018 Terlano (Südtirol).