

# Dish Cult UK

## Survey Prize Draw Terms & Conditions

*This is a joint competition with Dish Cult Australia and New Zealand. The terms and conditions below are for users resident in the United Kingdom and Ireland. If you are based in Australia and New Zealand and would like to participate, please read [the terms and conditions for residents in Australia and New Zealand](#).*

The promoter is ResDiary Ltd. company no. SC258100 registered office is at 36 Renfield Street, Glasgow, G2 1LU trading as Dish Cult UK ("ResDiary/ the promoter").

### The Prize

- £100 Amazon voucher

To enter\*:

- Fill out the entire Dish Cult survey
- enter your email address

*\*Entries without all required steps will be discarded*

### Terms & Conditions

#### Prize Draw Entry Rules

- Entrants must be aged 18+. Entrants must be residents of the UK or Ireland.
- Entrants must enter as individuals, businesses are not permitted to enter this Prize Draw. Third party entries are not accepted.
- Employees of ResDiary, any participating restaurants, partners and their close relatives, ResDiary's agents, subcontractors and anyone connected with the organisation or judging of the giveaway/prize draw cannot enter.
- Only one entry per person is permitted.

- The giveaway/prize draw opens 9:00am GMT 24th April 2022 and closes 9:00am GMT 31st May 2022. After this time/date no further entries will be permitted or qualify for entry.
- No responsibility can be accepted for entries not received regardless of the reason.
- There is no entry fee and no purchase necessary to enter this giveaway/prize draw.
- The promoter reserves the right to hold void, cancel, suspend or amend the giveaway/prize draw and these Terms and Conditions, without notice, in the event of a catastrophe, war, civil or military disturbance, act of God, or any actual or anticipated breach of any applicable law or regulation, or any other event outside of the promoter's control. ResDiary reserves the right to substitute a prize with an alternative prize of equal value in the event that circumstances beyond Our control make it necessary for Us to do so. Any changes to the giveaway/prize draw will be notified to entrants as soon as possible by ResDiary. Any updated version of these Terms and Conditions will be effective as soon as they are published on [www.dishcult.com](http://www.dishcult.com).
- ResDiary reserves the right to refuse entry, or refuse to award the prize to anyone in breach of these Terms and Conditions or the spirit of these Terms and Conditions.
- The promoter is not responsible for inaccurate prize details supplied to any entrant by any third party connected with this giveaway/prize draw.
- The prize is non-refundable and non-transferable. No cash alternative is offered.
- Winners will be chosen at random from all entries received which shall be performed by a computer process and verified by ResDiary on 7th June 2022 and contacted by 10th June 2022.
- The winner will be notified via email and asked to confirm via email within three days of the date ResDiary contacts the winner. If the winner cannot be contacted or does not claim the prize within three days of notification, we reserve the right to withdraw the prize and pick a replacement winner.
- The winner agrees to the use of his/her/their name and image in any publicity material, as well as their entry. Any personal data relating to the winner, or any other entrants, will be used solely in accordance with current UK legislation and will not be disclosed to a third party without the entrant's prior consent.
- ResDiary are required to publish or otherwise make available information which indicates that a valid award has taken place. The surname and county of the prize winner (and, where applicable, copies of the winning entry) will be provided and are available from ResDiary by:

Sending an email to Us at [contact@dishcult.com](mailto:contact@dishcult.com) within 28 days after the date ResDiary announces the winner.

If you object to any of your information, as set out above, being published or otherwise made available, please contact ResDiary by email at [contact@dishcult.com](mailto:contact@dishcult.com). Please note ResDiary are still required to provide such information and winning entries to the Advertising Standards Authority on their request.

- ResDiary will notify the winner via email when and where the prize can be collected/ redeemed / is delivered. The winner will receive their prize within 4 weeks of their response.
- ResDiary will only use your personal information as set out in its Privacy Policy, available from [www.dishcult.com](http://www.dishcult.com), and as explained above in relation to contacting a winner and publishing information to evidence a valid award has taken place.

ResDiary's decision in respect of all giveaway/prize draw matters will be final and no correspondence will be entered into.

- By entering this giveaway/prize draw, an entrant is indicating his/her/their agreement to be bound by these Terms and Conditions.
- Please note that ResDiary do not control the activities of such third parties, nor the data that they collect and use themselves, and ResDiary advises you to check the terms and conditions, privacy policies and acceptable usage policies of any such third parties. By agreeing to these Terms and Conditions you agree to strictly adhere at all times to these third parties' terms and conditions, privacy policies, acceptable usage policies and all other relevant terms from time to time in force. You will indemnify us and hold us harmless against any action, claim, demand, or loss incurred by ResDiary by your breach of any of these third parties' terms and conditions, privacy policies, acceptable usage policies and all other relevant terms from time to time in force.
- By entering the Prize Draw, you hereby warrant that all the information submitted by you is true, current and complete. ResDiary/Dish Cult reserves the right to ask for proof of age and residency and evidence, accepted at ResDiary/Dish Cult's discretion, to verify the identity of an entrant at any time, and may carry out checks of any details provided.

## Limitation of Liability

- **Exclusion of Liability:** ResDiary does not accept responsibility for any fault, malfunction, damage, liability, loss or disappointment suffered by any entrant howsoever arising from participating in the Prize Draw or of accepting any Prize except where it is caused by the negligence of ResDiary, its employees, agents or distributors, subsidiaries, parent companies, affiliates, partners, representatives, directors, officers to the fullest extent permitted by law (in which case that liability is limited to the minimum allowable by law). ResDiary/Dish Cult shall have no responsibility or liability for cancellations, delays, or any other change by any company or person providing any element of the Prize Draw due to reasons beyond ResDiary's control, and is not

responsible or liable for any expenses incurred as a consequence thereof. The failure of ResDiary to comply with any provision of these Rules due to an act of God, hurricane, war, epidemic or pandemic (either natural or man-made), fire, riot, earthquake, terrorism, act of public enemies, actions of governmental authorities outside of the control of ResDiary (excepting compliance with applicable codes and regulations), or other “force majeure” event will not be considered a breach of these Rules. Nothing in these conditions restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Gambling Act 2005 or Betting, Gaming, Lotteries & Amusements (Northern Ireland) Order 1985. For more information on your rights as a consumer, please contact your local Trading Standards Office or Citizens Advice Bureau.

- ResDiary are not responsible for entries which are not successfully completed due to telecommunications, network, electronic, technical, or computer failures of any kind; for inaccurate transcription of entry information, information removed by any third party social network; for any human or electronic error; or for entries that are stolen, misdirected, garbled, delayed, lost, late, damaged, or returned, or for entries it does not receive.
- Nothing in these Terms and Conditions limits or excludes ResDiary’s liability (or that of its agents or distributors, or that of their employees) for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, or for any other form of liability that cannot be excluded or limited by law.
- To the extent permitted by law, and subject to the Terms above, ResDiary (and its agents and distributors) shall not be responsible or liable to compensate any winner and shall not accept any liability for any loss, damage, death, or personal injury, as a result of accepting a prize.

## Law and Jurisdiction

- These Terms and Conditions, the Prize Draw, and the relationship between ResDiary and you (whether contractual or otherwise) shall be governed by, and construed in accordance with Scots law.
- Any dispute, controversy, proceedings, or claim between ResDiary and you relating to these Terms and Conditions, the Prize Draw, or to the relationship between ResDiary and you (whether contractual or otherwise) shall be subject to the jurisdiction of the Scottish Courts.