

“A gift for you or your pet” promotion

Terms and Conditions

1. The Promoter

The Promoter is Marks & Spencer Financial Services plc, Kings Meadow, Chester CH99 9FB. However, this offer is being administered and managed on behalf of HSBC UK Bank plc by The Marketing Lounge Partnership (MLP), The Cowshed, Walnut Tree Farm, Lower Stretton, Cheshire WA4 4PG

2. The Promotion

Customers who obtain a quote for a new M&S Premier or Standard Pet Insurance policy (a “Policy”) between 00:01 on 04 May 2022 (the “Opening Date”) to 00:00 on 14 July 2022 (the “Closing Date”) (inclusive), and purchase that Policy within the quote validity period, will qualify for the choice of one of three gifts (“the Offer”), subject to these terms and conditions. The gift choices are: a £30 M&S voucher to spend in store; a bespoke pet hamper; or a £49 voucher to spend on a pet portrait from the “Collections” range at www.ohsoportraits.co.uk (the “Gifts”).

3. Eligibility

- 3.1 The promotion is only open to customers who are:
 - a) aged 18 years or over; and
 - b) permanent residents of Great Britain and Northern Ireland (excluding Channel Islands and the Isle of Man);
 - c) purchasing a Policy on the M&S Bank website or over the M&S Bank telephone lines; and
 - d) purchasing a new Policy.
- 3.2 Customers who are renewing or amending Policies are not eligible for the Offer.
- 3.3 Customers who purchase a policy through a comparison, affiliate or cashback website are not eligible for the Offer.
- 3.4 Customers who purchase an Essential cover policy are not eligible for the Offer.
- 3.5 You will be eligible for your Gift as long as your policy is still active and has not been set to cancel by you, the insurer (RSA), or M&S Bank on behalf of RSA, within 30 days of receipt of your first payment.

- 3.6 By purchasing a Policy within the Opening Date and Closing Date, you confirm that you are eligible to receive your Gift.
- 3.7 The Promoter may require you to provide proof that you are eligible to receive your Gift.
- 3.8 The Promoter shall have the sole decision on whether any eligibility requirements have or have not been met.

4. The Promotion

- 4.1 The Promoter will not accept responsibility for postal failure, equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind resulting in the loss of opportunity to benefit from the promotion.
- 4.2 The vouchers are valid for single use only and can be used in full or part payment. No change will be given if the full value of a voucher or Gift is not spent.
- 4.3 There is a limit of one entry to the promotion per pet insured. Entries on behalf of another person will not be accepted and joint submissions are not allowed.
- 4.4 The Promoter reserves all rights to disqualify you if your conduct is contrary to the spirit or intention of the promotion.
- 4.5 The Gifts are not transferable, for auction, sale or re-sale or redeemable for cash and there is no cash alternative.
- 4.6 If your Gift has an expiry date it must be used or redeemed before that date.
- 4.7 Replacements will not be issued for lost or damaged Gifts or Gifts which have not been used by their expiry date.
- 4.8 The Gifts may be subject to further terms and conditions.
- 4.9 By purchasing the Policy, you are agreeing to be bound by these terms and conditions.
- 4.10 For help with the promotion, please contact the consumer helpline on 01565 656 476.
- 4.11 These terms and conditions can be found on the M&S Bank website.

5. Your Gift

- 5.1 After you purchase your Policy, you will be sent a letter within 60 days of receipt of your first payment (to RSA) that will explain how to choose and claim your Gift.
- 5.2 The date you receive your Gift, is dependent on when you choose and redeem your Gift. Further details will be contained within the letter you are sent regarding your Gift choice.
- 5.3 Any costs incurred that are incidental to the fulfilment of the Gift are your responsibility.
- 5.4 The Promoter reserves the right to substitute the Gift with a gift of equal or greater value.
- 5.5 The Gift is supplied by The Marketing Lounge Partnership (MLP), The Cowshed, Walnut Tree Farm, Lower Stretton, Cheshire WA4 4PG. The Promoter reserves the right to replace the Gift with an alternative gift of equal or higher value if circumstances beyond the Promoter's control makes it necessary to do so.
- 5.6 The Gift is not negotiable or transferable.

6. Limitation of liability

Insofar as is permitted by law, the Promoter, its agents or distributors will not in any circumstances be responsible or liable to compensate the winner or accept any liability for any loss, damage, personal injury or death occurring as a result of taking up the Prize except where it is caused by the negligence of the Promoter, its agents or distributors or that of their employees. Your statutory rights are not affected.

7. Data protection and publicity

- 7.1 The Promoter will only process your personal information in accordance with its privacy policy, which can be found [here](#), and these Terms and Conditions.

8. General

- 8.1 The Gift cannot be used in conjunction with other offers, promotions or prizes.
- 8.2 The decision of the Promoter is final and no correspondence or discussion will be entered into.
- 8.3 The Promoter does not accept any responsibility if you are not able to take up the Gift.
- 8.4 The Promoter can remove or vary this offer in whole or in part at any time and without prior notice. This offer is not transferable, and it may be amended, withdrawn, extended, or suspended at any time without notice.
- 8.5 If there is any reason to believe that there has been a breach of these terms and conditions, the Promoter may, at its sole discretion, reserve the right to exclude you from participating in the promotion.
- 8.6 These terms and conditions shall be governed by English law, and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

The M&S Vouchers and Pet Portrait are subject to the usage terms and conditions set out below.

Voucher Terms and Conditions

SINGLE USE ONLY

valid until 31 December 2022

Includes – Food, flowers, clothing, homeware and beauty

Excludes – Beers, wines & spirits, M&S hospitality, Mai sushi, orders placed via our in store or online food ordering service or on [ocado.com](#), orders placed on [M&S.com](#), stationery, cards & wrap, hampers, beauty advent calendar, Beauty TLC Edit Box, beauty summer bag beauty advent calendar, brands at M&S, sale & clearance items, offers 30% & above, furniture & luggage, furniture delivery & disposal services, schoolwear, "your school uniform" service, tailoring alterations, gift cards/ vouchers, M&S Opticians, personalisation services, repair services and charity items.

Valid in selected M&S stores in the UK and Channel Islands on presentation of this original voucher at the till (excluding M&S Outlets, BP Connect and M&S stores located in airports, railway stations, motorway services, hospitals, and food to go). Each voucher has a value of £15 and can be used in full or part payment. No change will be given for qualifying purchases of less than £15. Voucher cannot be used with staff discount. Voucher applied after all other discounts. Can only be used once in a single transaction. Voucher must be handed in on redemption. Voucher is strictly non-transferable and cannot be sold or exchanged for money or money's worth. Refunds will be given in accordance with your statutory rights only. A credit note for the value of this voucher will be issued if items are subsequently refunded. Offer cannot be used against purchases made prior to the receipt of this voucher.

M&S reserves the right to reject this offer with reasonable cause. © Marks and Spencer plc. Waterside House, 35 North Wharf Road, London W2 1NW. All information correct at time of going to press.

Pet Portrait, voucher usage terms and conditions:

1. Vouchers are valid until 30 November 2022 and must be used by this date.
2. Each voucher has a value of £49.00
3. Customers will be sent redemption instructions (along with their voucher) that must be followed to redeem.
4. Customers will receive one voucher per pet insured.
5. Customers who receive two vouchers can redeem either 2 x Pet in Letters mount only, or 1 x Two Pets in Letters Framed.

continued overleaf

6. The voucher may not be sold or transferred.
7. Each voucher is valid for one transaction only, no credit or cash will be given if the full value is not used.
8. The voucher is not redeemable for cash.
9. No credit or cash will be given in the event that the value of the voucher exceeds the total cost of the purchase.
10. This voucher cannot be used in conjunction with any special offer or promotion.