# **M&S PET INSURANCE**

# "A hamper for your pet" promotion



## **Terms & Conditions**

#### 1. The Promoter

The Promoter is Marks & Spencer Financial Services plc ("M&S Bank"), Kings Meadow, Chester CH99 9FB. However, this offer is being administered and managed on behalf of M&S Bank for M&S Pet Insurance by The Marketing Lounge Partnership Limited ("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, Plus or Standard Pet Insurance policy (a "Policy") between 00:01 on 20 May 2024 (the "Opening Date") until 23:59 on 17 June 2024 (the "Closing Date") (inclusive) and purchase that Policy through MoneySuperMarket, or Compare the Market within the quote validity period will receive a bespoke pet hamper, Dog hamper RRP £44.46, Cat hamper RRP £33.95 ("the Offer"), subject to these terms and conditions.

# 3. Eligibility

- 3.1 The promotion is only open to customers who are:
  - a) aged 18 years or over;
  - b) permanent residents of UK and Northern Ireland (excluding Channel Islands and the Isle of Man);
  - c) purchasing a Policy on the MoneySuperMarket, or Compare the Market;
  - d) purchasing a new Policy.

#### 3.2 Customers who:

- a) are renewing or amending Policies;
- b) purchase a policy direct through the M&S Pet Insurance website, any aggregator site other than MoneySuperMarket / Compare the Market or through an affiliate or cashback website;
- c) purchase an Essential cover policy;

are not eligible for the Offer

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- 3.3 You will be eligible for your Gift if 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.
- 3.4 By purchasing a Policy within the Opening Date and Closing Date, you confirm that you are eligible to receive your Gift.
- 3.5 The Promoter may require you to provide proof that you are eligible to receive your Gift.
- 3.6 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 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.
- 4.3 The Promoter reserves all rights to disqualify you if your conduct is contrary to the spirit or intention of the promotion.
- 4.4 The Gifts are not transferable, for auction, sale or re-sale or redeemable for cash or gift cards and there is no cash or gift card alternative.
- 4.5 If your Gift has an expiry date it must be used or redeemed before that date.
- 4.6 Replacements will not be issued for lost or damaged Cifts or Cifts which have not been used by their expiry date.
- 4.7 The Gifts may be subject to further terms and conditions.
- 4.8 By purchasing the Policy, you are agreeing to be bound by these terms and conditions.
- 4.9 For help with the promotion, please contact the consumer helpline on 01565 656 720.
- 4.10 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 your gift within 60 days of your policy start date.
- 5.2 Any costs incurred that are incidental to the fulfilment of the Cift are your responsibility.
- 5.3 The Promoter reserves the right to substitute the Gift with a gift of equal or greater value.

- 5.4 The Gift is supplied by MLP. 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.
- 5.5 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 Cift 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 at <a href="https://bank.marksandspencer.com/legal-information/privacy-notice/">https://bank.marksandspencer.com/legal-information/privacy-notice/</a>, 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 Cift.
- 8.4 The Promoter can remove or vary this offer in whole or in part at any time and without prior notice at their discretion. This offer is not transferable, and it may be amended, withdrawn, replaced, 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.

These terms and conditions can also be found on the M&S Bank website.

For help with the promotion, please contact the consumer helpline on 01565 656 726