

AJGIVEAWAYS Ltd  
Trading as 'AJ GIVEAWAYS Ltd'  
[www.ajgiveaways.com](http://www.ajgiveaways.com)  
Registered in England & Wales under Companies Act 1985.  
Company No:  
Registered Office:  
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LU5 0LG  
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Phone: 07368879396

Facebook page: [facebook.com/ajgiveaways](https://facebook.com/ajgiveaways)

AJ GIVEAWAYS operate 'Competitions' – these are skill based games resulting in the allocation of prizes in accordance with these terms and conditions.

### **Legal Undertaking**

1.1 By entering a Competition you, the 'Entrant', will be deemed to have legal capacity to do so, you will have read and understood these terms and conditions and you will be bound by them and by any other requirements set out in any related promotional material. AJ giveaways will not be held responsible for any Entrant entering a Competition unlawfully i.e. if the Competition breaches any laws in your country of residence. If you are in any doubt you should immediately leave the website and check with the relevant authorities in your country.

1.2 Competitions are governed by English Law and any matters relating to the Competition will be resolved under English Law and the Courts of England shall have exclusive jurisdiction.

1.3 You hereby agree that (a) the Website, the Competitions, account registration, and/or draws are for your own personal, non-commercial use, and (b) you are only allowed to use your account, and the Website, to enter Competitions as set out in these terms and conditions.

## **1. Qualifying Persons**

2.1 The Competitions are open for entry to all persons aged 18 or over, residing in the United Kingdom, excluding staff employed by AJ Giveaways, their family, professional advisers or anyone else connected with the development or operation of the Website or conducts administration of the Competition in any way, shape or form.

2.2 In order to enter a Competition, you will need to register an account with us online. When registering an account online you will be asked to provide an email address, in addition to other personal details.

2.3 AJ Giveaways reserves the right to refuse an Entrant's entry, close an Entrant's account at any time, or declare an entry null and void (with no refund being given) if the Entrant is deemed to be abusing the services by: engaging in any form of fraud (actual or apparent); being abusive to other customers or staff; engages in fraudulent misrepresentation and/or concealment; hacking or otherwise interfering with the functioning of the website.

## **1. Competition Entry**

3.1 You will need an online account with AJ Giveaways to enter any Competition on the Website (see section 2.2).

3.2 The Promoter may run multiple competitions that will be operated at the same time and each Competition will have a specific prize. Each Competition will require the Entrant to exercise skill, knowledge, and judgment, to correctly answer a skill based question.

3.3 Competitions may be entered via the Website or by free postal entry. Availability and pricing of the Competitions are at the discretion of The Promoter and will be specified at the point of sale on the Website.

3.4 Maximum number of entries/tickets per Entrant will vary depending on each individual Competition, details can be found on the individual Competition page on the Website.

3.5 To enter a Competition online via the Website, follow the on-screen instructions to: select the Competition you wish to enter; select the number of tickets you wish to purchase (see section 3.4 for details on maximum number of entries); select the number assigned to each ticket; carefully read and confirm you agree to the Competition terms and conditions; then provide your contact and payment details (for entry fee only). Your card payment will be electronically approved by the payment provider. You will be contacted via email to confirm that your entry to the Competition is complete.

3.6 To enter a Competition by free postal entry please send an unenclosed postcard with the following details:

Name; address; date of birth; contact phone number; email address; name of prize/Competition you'd like to enter; your answer for the Competition entry question; and confirmation that you agree to the competition terms and conditions.

Post to: The Giveaway Guys, PO Box 28971 , DALKEITH, EH22 9DH

You will not be notified to confirm your free postal entry has been received until the Competition has closed and the entry list completed. You will be notified via email, an entry list will be sent to you which will include your name and ticket number. Postal entries are limited to one Competition entry per postcard, with the maximum number of entries per Entrant detailed on each individual Competition page (see section 3.4). For a postal entry to be considered valid it must be received before the Competition closing date and must contain an Entrant's personal details that exactly match those of a registered online account.

3.7 The Promoter reserves the right to refuse any entry or disqualify any incomplete entries if it has reasonable grounds for believing that an Entrant has contravened any of these terms and conditions.

3.8 To the extent permitted by applicable law, all entries to the Competition are final and no refunds shall be made at any time or for any reason, except in the case of the cancellation of the Competition by the Promoter or any entries submitted after the Competition closing date.

3.9 The Promoter does not accept responsibility for entries which they do not receive due to high internet traffic, hardware failure, software failure, server faults, failures in computer systems, or any other reason.

3.10 All Entrants are automatically entered into AJ Giveaways' database for the purpose of conveying information as to the status of their Competition entry/entries, as well as any future Promotions or Competitions offered by AJ Giveaway.

3.11 The Entrant agrees that the 'Consumer Protection (Distance Selling) Regulations 2000' for any goods and services ordered online to be supplied within 30 days will not apply to any Competition on the Website.

3.12 The Competition rules shall not create or be construed as creating any form of contract, joint venture or other agreement between any Entrant and the Promoter.

3.13 Entrants authorise the Promoter to enter their personal details into their database and to use the information in accordance with the provisions of the Data Protection Act 1998 and subject to the terms of Privacy Policy.

#### **1. Promotion Periods**

4.1 Each Competition will run for a specified promotion period with the closing date of the Competition defined by, either, the maximum number of available tickets being sold, or, the chosen Competition closing date. Please see each individual Competition on the Website for these details.

4.2 The Promoter reserves the right to cancel a Competition at any time either before or after tickets have been sold, and refund entry fees to the Entrants as required. Refunds will be processed within a reasonable time frame, and once processed the Promoter shall have no further liability to the Entrant or any other person.

#### **1. Prize Draw**

5.1 Details of the Prize Draw for a Competition will be confirmed once the Competition has been closed and will be announced within 48 hours via the Facebook page and/or the Website.

5.2 An entry list will be posted to the Website and/or the Facebook page prior to the Prize Draw.

5.3 Assigned ticket numbers for a Competition may be subject to change at any time until the entry list has been published.

5.4 AJ Giveaways 'Prize Draw' is done using Google's random number generator. The number of tickets sold per competition will determine how many numbers will be entered into the generator. Every draw will be live streamed on Facebook.

5.5 Due to the nature of the Prize Draw, there will be only one clear winner per Competition. Some competitions may have runner up prizes, details of this can be found on each individual Competition page on the Website.

5.8 In the event that a Competition closes early (see section 4.1) , the Winner will be selected from all valid and eligible entries received prior to the date of closure.

5.9 The Promoter's decision is final and no correspondence will be entered into about the result of the Competition following the determination of the Winner as described above.

#### **1. Competition Winner**

6.1 The Promoter will check the validity of the Winner's entry by matching the details with an online account then attempt to contact the Competition Winner within 48 hours of the Prize Draw using the contact number and email address provided at the time of Entry and (or as subsequently updated) and held securely in our database. It is the Entrant's sole responsibility

to check and update these details. If for any reason they are submitted incorrectly, the Promoter will not be held responsible.

6.2 The Winner will forfeit the Prize if: (a) the Promoter is unable to contact a Winner within 7 days (this may be extended at the sole discretion of the Promoter) of the Prize Draw; (b) the Winner fails to confirm acceptance of the prize within 7 days of the Prize Draw; or (c) the Winner is disqualified as a result of contravening any of these terms and conditions. In the event of the Prize being forfeited, ownership of the Prize will remain with the Promoter and it may be used in a future Competition.

6.3 The Winner will be required to show proof of identification, either a valid UK Driving License or Passport, on delivery of the prize. This identification must match the personal details of the registered online account with [ajgiveaways.com](http://ajgiveaways.com). Any failure to meet this obligation may result in the Winner being disqualified and the Promoter retaining the Prize. Following receipt and verification of the details requested above, the Winner will be contacted in order to make arrangements for delivery of the Prize. The Prize may not be claimed by a Third Party on your behalf.

6.4 The Winner will be required to provide photographs and/or pose for photographs and videos, which may be used in future marketing and public relations by the Promoter in connection with the Competition, and future Competitions, and in identifying them as a winner of a Competition.

## **1. Winners' Personal Data**

7.1 By entering a Competition, you, the Entrant, agree to the use of your name, home town, and photographs and videos or other likeness to be used for public relations and marketing purposes as required by the Promoter if you are declared a Winner.

7.2 Acceptance of the Prize by the Winner will mean they are required to have their photo and video taken by the Promoter for promotional purposes (Public Relations and Marketing), both immediately after their win and in the future for use.

7.3 Entrants authorise the Promoter to enter their personal details into their database and to use the information in accordance with the provisions of the Data Protection Act 1998 and subject to the terms of Privacy Policy.

## **1. Competition Prizes**

8.1 The Prizes are selected, and owned, by the Promoter from the date of the competition going live on the website to the date that the Winner receives the prize. Details of each prize can be found on the website on the competitions pages. The Prize will only be that as awarded at the time of the Prize Draw, no alternatives will be offered under any circumstances.

8.2 For all Prizes, except Holidays (see section 8.4), the Promoter will take no responsibility for the Prize awarded after delivery. There is no insurance, tax, or warranty that comes with the Prizes and the Promoter cannot be held responsible for the Prize or any costs it incurs once handed over to the Winner.

8.3 The Promoter will not provide any warranty or accept any valuation to the Prize or guarantee functionality/ roadworthiness in any way, shape, or form. The Entrant must make up their own decision through their own enquiries and legal advice before entering the Competition.

8.4 In the case of the Prize being a holiday package, it is the responsibility of the Winner to ensure that they, and any other persons they will be traveling with have: a valid Passport if required; valid visas and any other necessary travel documents required for the destination; and travel insurance on the dates that the Prize is scheduled for.

8.5 Delivery of the Prize to the Winner is free to an agreed United Kingdom mainland address. The Promoter reserves the right to charge a delivery fee if the Winner wants to change the delivery address after the delivery has already been agreed upon, or if the Winner wants to have the Prize delivered to an address outside of the United Kingdom mainland.

8.6 All Entrant expenses are the sole responsibility of the Winner.

8.7 All prizes are subject to the terms and conditions of the Promoter, the Prize manufacturer, and/or the Prize supplier.

## **1. Limits of Liability**

9.1 The Promoter accepts no liability for omissions or errors in the description and details of the Prize anywhere on the Website. Save for death or personal injury as a result of an omission or error as mentioned, the Promoter (including their agents and employees) will not be liable for any loss, including economic loss, suffered by any person or property. It is the responsibility of the Entrant, and ultimately the Winner, to satisfy him/herself as to the accuracy of any such details of the Prize.

9.2 The Promoter will not be liable for any loss suffered by an Entrant as a result of incomplete entries or failed communications with the Promoter. The Promoter will also not be responsible for any loss as a result of use of the Website.

9.3 If any of these terms and conditions are judged to be invalid, illegal, or unenforceable, this shall not affect the other provisions written here.

## **1. Electronic Communications**

10.1 No responsibility will be accepted for any computer, telephone, cable, network, electronic or internet hardware or software malfunctions, failures, connections, availability, for the acts or omissions of any service provider, internet accessibility or availability or for traffic congestion or unauthorised human act, including any errors or mistakes.

10.2 The Promoter shall use its best endeavors to award the prize for a Competition to the correct Entrant. If due to reasons of hardware, software or other computer related failure, or due to human error the Prize is awarded incorrectly, the Promoter reserves the right to reclaim the Prize and award it to the correct Entrant, at its sole discretion and without admission of liability.

10.3 In the event that a Competition is closed without selecting a Winner, The Giveaway Guys will give all entrants Game Credit to enable them to replay equivalent tickets in a subsequent competition. The Promoter also reserves the right at its sole discretion to extend the closing date of any Competition. The Promoter shall not be liable for any economic or other consequential loss suffered or sustained to any persons to whom an award has been incorrectly made, and no compensation shall be due. AJ Giveaways shall use its best endeavors to ensure that the software and website(s) used to operate its Competitions perform correctly and accurately across the latest versions of popular internet, tablet and mobile browsers. For the avoidance of doubt, only the ticket recorded in our systems, however displayed or calculated,

shall be entered into the relevant Competition and the Promoter shall not be held liable for any Entries that occur as a result of malfunctioning software or other event.

## 1. Data Protection Notice

Any personal data that you supply to the Promoter or authorise the Promoter to obtain from a third party, for example, a credit card company, will be used by the Promoter to administer the Competition and fulfil prizes where applicable. In order to process, record and use your personal data the Promoter may disclose it to (i) any credit card company whose name you give; (ii) any person to whom the Promoter proposes to transfer any rights and/or responsibilities under any agreement the Promoter may have with you; (iii) any person to whom the Promoter proposes to transfer its business or any part of it; (iv) comply with any legal or regulatory requirement of the Promoter in any country; and (v) prevent, detect or prosecute fraud and other crime. In order to process, use, record and disclose your personal data the Promoter may need to transfer such information outside the United Kingdom, in which event the Promoter is responsible for ensuring that your personal data continues to be adequately protected during the course of such transfer.

### DEFINITIONS:

PROMOTER: AJ Giveaways Ltd

ENTRANT: You, the customer

COMPETITION: All competitions advertised on the website

WINNER: The Entrant with the ticket number matching that drawn for each individual competition

PRIZE DRAW: The live draw of each competition

WEBSITE: [www.ajgiveaways.com](http://www.ajgiveaways.com)

### PRIVACY NOTICE

**Last updated July 26, 2021**

Thank you for choosing to be part of our community at AJ Giveaways LTD ("**Company**", "**we**", "**us**", "**our**"). We are committed to protecting your personal information and your right to privacy. If you have any questions or concerns about this privacy notice, or our practices with regards to your personal information, please contact us at (EMAIL ADDRESS)

When you visit our website <http://www.ajgiveaways.com> (the "**Website**"), and more generally, use any of our services (the "**Services**", which include the Website), we appreciate that you are trusting us with your personal information. We take your privacy very seriously. In this privacy notice, we seek to explain to you in the clearest way possible what information we collect, how we use it and what rights you have in relation to it. We hope you take some time to read through it carefully, as it is important. If there are any terms in this privacy notice that you do not agree with, please discontinue use of our Services immediately.

This privacy notice applies to all information collected through our Services (which, as described above, includes our Website), as well as, any related services, sales, marketing or events.

**Please read this privacy notice carefully as it will help you understand what we do with the information that we collect.**

### TABLE OF CONTENTS

[1. WHAT INFORMATION DO WE COLLECT?](#)

[2. HOW DO WE USE YOUR INFORMATION?](#)

[3. WILL YOUR INFORMATION BE SHARED WITH ANYONE?](#)

- [4. DO WE USE COOKIES AND OTHER TRACKING TECHNOLOGIES?](#)
- [5. HOW LONG DO WE KEEP YOUR INFORMATION?](#)
- [6. HOW DO WE KEEP YOUR INFORMATION SAFE?](#)
- [7. DO WE COLLECT INFORMATION FROM MINORS?](#)
- [8. WHAT ARE YOUR PRIVACY RIGHTS?](#)
- [9. CONTROLS FOR DO-NOT-TRACK FEATURES](#)
- [10. DO CALIFORNIA RESIDENTS HAVE SPECIFIC PRIVACY RIGHTS?](#)
- [11. DO WE MAKE UPDATES TO THIS NOTICE?](#)
- [12. HOW CAN YOU CONTACT US ABOUT THIS NOTICE?](#)
- [13. HOW CAN YOU REVIEW, UPDATE OR DELETE THE DATA WE COLLECT FROM YOU?](#)

## **1. WHAT INFORMATION DO WE COLLECT?**

### **Personal information you disclose to us**

***In Short:** We collect personal information that you provide to us.*

We collect personal information that you voluntarily provide to us when you register on the Website, express an interest in obtaining information about us or our products and Services, when you participate in activities on the Website or otherwise when you contact us.

The personal information that we collect depends on the context of your interactions with us and the Website, the choices you make and the products and features you use. The personal information we collect may include the following:

**Personal Information Provided by You.** We collect names; phone numbers; email addresses; mailing addresses; usernames; passwords; contact preferences; billing addresses; and other similar information.

**Payment Data.** We may collect data necessary to process your payment if you make purchases, such as your payment instrument number (such as a credit card number), and the security code associated with your payment instrument. All payment data is stored by Cashflows. You may find their privacy notice link(s) here:

<https://www.cashflows.com/legal/privacy-policy>.

All personal information that you provide to us must be true, complete and accurate, and you must notify us of any changes to such personal information.

### **Information automatically collected**

***In Short:** Some information — such as your Internet Protocol (IP) address and/or browser and device characteristics — is collected automatically when you visit our Website.*

We automatically collect certain information when you visit, use or navigate the Website. This information does not reveal your specific identity (like your name or contact information) but may include device and usage information, such as your IP address, browser and device characteristics, operating system, language preferences, referring URLs, device name, country, location, information about how and when you use our Website and other technical information.

This information is primarily needed to maintain the security and operation of our Website, and for our internal analytics and reporting purposes.

Like many businesses, we also collect information through cookies and similar technologies.

The information we collect includes:

- **Log and Usage Data.** Log and usage data is service-related, diagnostic, usage and performance information our servers automatically collect when you access or use our

Website and which we record in log files. Depending on how you interact with us, this log data may include your IP address, device information, browser type and settings and information about your activity in the Website (such as the date/time stamps associated with your usage, pages and files viewed, searches and other actions you take such as which features you use), device event information (such as system activity, error reports (sometimes called 'crash dumps') and hardware settings).

- **Device Data.** We collect device data such as information about your computer, phone, tablet or other device you use to access the Website. Depending on the device used, this device data may include information such as your IP address (or proxy server), device and application identification numbers, location, browser type, hardware model Internet service provider and/or mobile carrier, operating system and system configuration information.
- **Location Data.** We collect location data such as information about your device's location, which can be either precise or imprecise. How much information we collect depends on the type and settings of the device you use to access the Website. For example, we may use GPS and other technologies to collect geolocation data that tells us your current location (based on your IP address). You can opt out of allowing us to collect this information either by refusing access to the information or by disabling your Location setting on your device. Note however, if you choose to opt out, you may not be able to use certain aspects of the Services.

## 2. HOW DO WE USE YOUR INFORMATION?

***In Short:*** We process your information for purposes based on legitimate business interests, the fulfillment of our contract with you, compliance with our legal obligations, and/or your consent.

We use personal information collected via our Website for a variety of business purposes described below. We process your personal information for these purposes in reliance on our legitimate business interests, in order to enter into or perform a contract with you, with your consent, and/or for compliance with our legal obligations. We indicate the specific processing grounds we rely on next to each purpose listed below.

We use the information we collect or receive:

- **To facilitate account creation and logon process.** If you choose to link your account with us to a third-party account (such as your Google or Facebook account), we use the information you allowed us to collect from those third parties to facilitate account creation and logon process for the performance of the contract.
- **To post testimonials.** We post testimonials on our Website that may contain personal information. Prior to posting a testimonial, we will obtain your consent to use your name and the content of the testimonial. If you wish to update, or delete your testimonial, please contact us at (EMAIL ADDRESS) and be sure to include your name, testimonial location, and contact information.
- **Request feedback.** We may use your information to request feedback and to contact you about your use of our Website.
- **To enable user-to-user communications.** We may use your information in order to enable user-to-user communications with each user's consent.



- **To manage user accounts.** We may use your information for the purposes of managing our account and keeping it in working order.
- **To send administrative information to you.** We may use your personal information to send you product, service and new feature information and/or information about changes to our terms, conditions, and policies.
- **To protect our Services.** We may use your information as part of our efforts to keep our Website safe and secure (for example, for fraud monitoring and prevention).
- **To enforce our terms, conditions and policies for business purposes, to comply with legal and regulatory requirements or in connection with our contract.**
- **To respond to legal requests and prevent harm.** If we receive a subpoena or other legal request, we may need to inspect the data we hold to determine how to respond.
- **Fulfill and manage your orders.** We may use your information to fulfill and manage your orders, payments, returns, and exchanges made through the Website.
- **Administer prize draws and competitions.** We may use your information to administer prize draws and competitions when you elect to participate in our competitions.
- **To deliver and facilitate delivery of services to the user.** We may use your information to provide you with the requested service.
- **To respond to user inquiries/offer support to users.** We may use your information to respond to your inquiries and solve any potential issues you might have with the use of our Services.
- **To send you marketing and promotional communications.** We and/or our third-party marketing partners may use the personal information you send to us for our marketing purposes, if this is in accordance with your marketing preferences. For example, when expressing an interest in obtaining information about us or our Website, subscribing to marketing or otherwise contacting us, we will collect personal information from you. You can opt-out of our marketing emails at any time (see the "[WHAT ARE YOUR PRIVACY RIGHTS?](#)" below).
- **Deliver targeted advertising to you.** We may use your information to develop and display personalized content and advertising (and work with third parties who do so) tailored to your interests and/or location and to measure its effectiveness.

### **3. WILL YOUR INFORMATION BE SHARED WITH ANYONE?**

***In Short:** We only share information with your consent, to comply with laws, to provide you with services, to protect your rights, or to fulfill business obligations.*

We may process or share your data that we hold based on the following legal basis:

- **Consent:** We may process your data if you have given us specific consent to use your personal information for a specific purpose.
- **Legitimate Interests:** We may process your data when it is reasonably necessary to achieve our legitimate business interests.
- **Performance of a Contract:** Where we have entered into a contract with you, we may process your personal information to fulfill the terms of our contract.
- **Legal Obligations:** We may disclose your information where we are legally required to do so in order to comply with applicable law, governmental requests, a judicial proceeding, court order, or legal process, such as in response to a court order or a

subpoena (including in response to public authorities to meet national security or law enforcement requirements).

- **Vital Interests:** We may disclose your information where we believe it is necessary to investigate, prevent, or take action regarding potential violations of our policies, suspected fraud, situations involving potential threats to the safety of any person and illegal activities, or as evidence in litigation in which we are involved.

More specifically, we may need to process your data or share your personal information in the following situations:

- **Business Transfers.** We may share or transfer your information in connection with, or during negotiations of, any merger, sale of company assets, financing, or acquisition of all or a portion of our business to another company.

#### **4. DO WE USE COOKIES AND OTHER TRACKING TECHNOLOGIES?**

***In Short:** We may use cookies and other tracking technologies to collect and store your information.*

We may use cookies and similar tracking technologies (like web beacons and pixels) to access or store information. Specific information about how we use such technologies and how you can refuse certain cookies is set out in our Cookie Notice.

#### **5. HOW LONG DO WE KEEP YOUR INFORMATION?**

***In Short:** We keep your information for as long as necessary to fulfill the purposes outlined in this privacy notice unless otherwise required by law.*

We will only keep your personal information for as long as it is necessary for the purposes set out in this privacy notice, unless a longer retention period is required or permitted by law (such as tax, accounting or other legal requirements). No purpose in this notice will require us keeping your personal information for longer than the period of time in which users have an account with us.

When we have no ongoing legitimate business need to process your personal information, we will either delete or anonymize such information, or, if this is not possible (for example, because your personal information has been stored in backup archives), then we will securely store your personal information and isolate it from any further processing until deletion is possible.

#### **6. HOW DO WE KEEP YOUR INFORMATION SAFE?**

***In Short:** We aim to protect your personal information through a system of organizational and technical security measures.*

We have implemented appropriate technical and organizational security measures designed to protect the security of any personal information we process. However, despite our safeguards and efforts to secure your information, no electronic transmission over the Internet or information storage technology can be guaranteed to be 100% secure, so we cannot promise or guarantee that hackers, cybercriminals, or other unauthorized third parties will not be able to defeat our security, and improperly collect, access, steal, or modify your information. Although we will do our best to protect your personal information, transmission of personal information to and from our Website is at your own risk. You should only access the Website within a secure environment.

#### **7. DO WE COLLECT INFORMATION FROM MINORS?**

***In Short:*** We do not knowingly collect data from or market to children under 18 years of age.

We do not knowingly solicit data from or market to children under 18 years of age. By using the Website, you represent that you are at least 18 or that you are the parent or guardian of such a minor and consent to such minor dependent's use of the Website. If we learn that personal information from users less than 18 years of age has been collected, we will deactivate the account and take reasonable measures to promptly delete such data from our records. If you become aware of any data we may have collected from children under age 18, please contact us at (EMAIL ADDRESS)

## **8. WHAT ARE YOUR PRIVACY RIGHTS?**

***In Short:*** In some regions, such as the European Economic Area (EEA) and United Kingdom (UK), you have rights that allow you greater access to and control over your personal information. You may review, change, or terminate your account at any time.

In some regions (like the EEA and UK), you have certain rights under applicable data protection laws. These may include the right (i) to request access and obtain a copy of your personal information, (ii) to request rectification or erasure; (iii) to restrict the processing of your personal information; and (iv) if applicable, to data portability. In certain circumstances, you may also have the right to object to the processing of your personal information. To make such a request, please use the [contact details](#) provided below. We will consider and act upon any request in accordance with applicable data protection laws.

If we are relying on your consent to process your personal information, you have the right to withdraw your consent at any time. Please note however that this will not affect the lawfulness of the processing before its withdrawal, nor will it affect the processing of your personal information conducted in reliance on lawful processing grounds other than consent.

If you are a resident in the EEA or UK and you believe we are unlawfully processing your personal information, you also have the right to complain to your local data protection supervisory authority. You can find their contact details here:

[http://ec.europa.eu/justice/data-protection/bodies/authorities/index\\_en.htm](http://ec.europa.eu/justice/data-protection/bodies/authorities/index_en.htm).

If you are a resident in Switzerland, the contact details for the data protection authorities are available here: <https://www.edoeb.admin.ch/edoeb/en/home.html>.

If you have questions or comments about your privacy rights, you may email us at (EMAIL ADDRESS)

### **Account Information**

If you would at any time like to review or change the information in your account or terminate your account, you can:

Upon your request to terminate your account, we will deactivate or delete your account and information from our active databases. However, we may retain some information in our files to prevent fraud, troubleshoot problems, assist with any investigations, enforce our Terms of Use and/or comply with applicable legal requirements.

**Cookies and similar technologies:** Most Web browsers are set to accept cookies by default. If you prefer, you can usually choose to set your browser to remove cookies and to reject cookies. If you choose to remove cookies or reject cookies, this could affect certain features or services of our Website. To opt-out of interest-based advertising by advertisers on our Website visit <http://www.aboutads.info/choices/>.

**Opting out of email marketing:** You can unsubscribe from our marketing email list at any time by clicking on the unsubscribe link in the emails that we send or by contacting us using the details provided below. You will then be removed from the marketing email list — however, we may still communicate with you, for example to send you service-related emails that are necessary for the administration and use of your account, to respond to service requests, or for other non-marketing purposes. To otherwise opt-out, you may:

## **9. CONTROLS FOR DO-NOT-TRACK FEATURES**

Most web browsers and some mobile operating systems and mobile applications include a Do-Not-Track ("DNT") feature or setting you can activate to signal your privacy preference not to have data about your online browsing activities monitored and collected. At this stage no uniform technology standard for recognizing and implementing DNT signals has been finalized. As such, we do not currently respond to DNT browser signals or any other mechanism that automatically communicates your choice not to be tracked online. If a standard for online tracking is adopted that we must follow in the future, we will inform you about that practice in a revised version of this privacy notice.

## **10. DO CALIFORNIA RESIDENTS HAVE SPECIFIC PRIVACY RIGHTS?**

***In Short:** Yes, if you are a resident of California, you are granted specific rights regarding access to your personal information.*

California Civil Code Section 1798.83, also known as the "Shine The Light" law, permits our users who are California residents to request and obtain from us, once a year and free of charge, information about categories of personal information (if any) we disclosed to third parties for direct marketing purposes and the names and addresses of all third parties with which we shared personal information in the immediately preceding calendar year. If you are a California resident and would like to make such a request, please submit your request in writing to us using the contact information provided below.

If you are under 18 years of age, reside in California, and have a registered account with the Website, you have the right to request removal of unwanted data that you publicly post on the Website. To request removal of such data, please contact us using the contact information provided below, and include the email address associated with your account and a statement that you reside in California. We will make sure the data is not publicly displayed on the Website, but please be aware that the data may not be completely or comprehensively removed from all our systems (e.g. backups, etc.).

## **11. DO WE MAKE UPDATES TO THIS NOTICE?**

***In Short:** Yes, we will update this notice as necessary to stay compliant with relevant laws.*

We may update this privacy notice from time to time. The updated version will be indicated by an updated "Revised" date and the updated version will be effective as soon as it is accessible. If we make material changes to this privacy notice, we may notify you either by prominently posting a notice of such changes or by directly sending you a notification. We encourage you to review this privacy notice frequently to be informed of how we are protecting your information.

## **12. HOW CAN YOU CONTACT US ABOUT THIS NOTICE?**

If you have questions or comments about this notice, you may contact our Data Protection Officer (DPO), Peter Toye, by email at (EMAIL ADDRESS), or by post to:

AJ Giveaways

108 Windmill Road

Hemel Hempstead  
Hertfordshire  
HP2 4BW

### **13. HOW CAN YOU REVIEW, UPDATE, OR DELETE THE DATA WE COLLECT FROM YOU?**

Based on the applicable laws of your country, you may have the right to request access to the personal information we collect from you, change that information, or delete it in some circumstances. To request to review, update, or delete your personal information, please visit: [help@thegiveawayguys.co.uk](mailto:help@thegiveawayguys.co.uk).

## **MOBILE TERMS OF SERVICE**

### **AJ Giveaways**

Last updated: 20th July 2024

AJ Giveaways mobile message service (the "Service") is operated by AJ Giveaways ("AJ Giveaways", "we", or "us"). Your use of the Service constitutes your agreement to these terms and conditions ("Mobile Terms"). We may modify or cancel the Service or any of its features without notice. To the extent permitted by applicable law, we may also modify these Mobile Terms at any time and your continued use of the Service following the effective date of any such changes shall constitute your acceptance of such changes.

By consenting to AJ Giveaways SMS/text messaging service, you agree to receive recurring SMS/text messages from and on behalf of AJ Giveaways through your wireless provider to the mobile number you provided, even if your mobile number is registered on any state or federal Do Not Call list. Text messages may be sent using an automatic telephone dialing system or other technology. Service-related messages may include updates, alerts, and information (e.g., order updates, account alerts, etc.). Promotional messages may include promotions, specials, and other marketing offers (e.g., cart reminders).

You understand that you do not have to sign up for this program in order to make any purchases, and your consent is not a condition of any purchase with AJ Giveaways. Your participation in this program is completely voluntary.

We do not charge for the Service, but you are responsible for all charges and fees associated with text messaging imposed by your wireless provider. Message frequency varies. Message and data rates may apply. Check your mobile plan and contact your wireless provider for details. You are solely responsible for all charges related to SMS/text messages, including charges from your wireless provider.

You may opt-out of the Service at any time. Text the single keyword command PYYC to TheGiveaway or click the unsubscribe link (where available) in any text message to cancel.

You'll receive a one-time opt-out confirmation text message. No further messages will be sent to your mobile device, unless initiated by you. If you have subscribed to other AJ Giveaways mobile message programs and wish to cancel, except where applicable law requires otherwise, you will need to opt out separately from those programs by following the instructions provided in their respective mobile terms.

For Service support or assistance, email [\(EMAIL ADDRESS\)](#)

We may change any short code or telephone number we use to operate the Service at any time and will notify you of these changes. You acknowledge that any messages, including any PYYC requests, you send to a short code or telephone number we have changed may not be received and we will not be responsible for honoring requests made in such messages.

The wireless carriers supported by the Service are not liable for delayed or undelivered messages. You agree to provide us with a valid mobile number. If you get a new mobile number, you will need to sign up for the program with your new number.

To the extent permitted by applicable law, you agree that we will not be liable for failed, delayed, or misdirected delivery of any information sent through the Service, any errors in such information, and/or any action you may or may not take in reliance on the information or Service.

We respect your right to privacy. To see how we collect and use your personal information, please see our [Privacy Notice](#).