

MiWadi Trick or Treat Terms and Conditions

Submit your bid via the comments section under the auction post on this Instagram page @miwadi_ireland

Full terms:

1. This auction is only open to legal residents of the Republic of Ireland who are aged 18 or over, excluding employees of the Promoter or anyone else professionally associated with this auction.
2. This is an auction run in aid of raising funds for charity. Internet access and a valid Instagram account is required. Successful bidders will be required to complete their charity donation to Children's Health Ireland Trick for Treat for Sick Children campaign (CHY 13534 RCN 20042462) in order to receive their purchase of the piece of Chris Judge artwork detailed in the relevant Instagram post.
3. **Auction Period:** You can enter between 12.00noon and 8.59pm GMT on the following 4 Fridays in October 2021: 8th October, 15th October, 22nd October and 29th October 2021 (each an Auction Period).
4. There are 4 x original FruitMonsters illustrations, each a piece of artwork designed by the Irish artist Chris Judge available and one Auction Period per illustration. Artist and illustrator Chris Judge has been commissioned by MiWadi to create four bespoke digital FruitMonster artworks that will be available for purchase through a charity auction hosted on the MiWadi Ireland Instagram page. 100% of all proceeds will go to the Children's Health Ireland Trick or Treat for Sick Children campaign.
5. **Auction entry details:** Log into your Instagram account (or create one for free) and submit your bid in the comment section underneath the promotional post on the MiWadi Ireland Instagram page ONLY @miwadi_ireland during an Auction Period.

A promotional post for each illustration will be created and posted to the MiWadi Instagram feed on [08/10/2021, 12noon GMT], [15/10/2021, 12noon GMT], [22/10/2021, 12noon GMT] & [29/10/2021, 12noon GMT].

Bidding will open on one illustration at a time, as per the below schedule:

- Illustration 1: Bidding opens [08/10/2021, 12noon GMT] Bidding closes [08/10/2021, 8.59pm]
 - Illustration 2: Bidding opens [15/10/2021, 12noon GMT] Bidding closes [15/10/2021, 8.59pm]
 - Illustration 3: Bidding opens [22/10/2021, 12noon GMT] Bidding closes [22/10/2021, 8.59pm]
 - Illustration 4: Bidding opens [29/10/2021, 12noon GMT] Bidding closes [29/10/2021, 8.59pm]
6. The opening bid amount will start at €25. This is the least amount the art piece will sell for. All bids must be in EURO only and bids can increase in 5 euro increments.
 7. Multiple bids are permitted during the Auction Period, but you may only purchase a maximum of 1 piece of art across the Auction Period.

8. **BIDDER Selection:**

Once bidding has closed, as per above schedule, the highest bidder at the time that bidding closes will be notified via direct message from the MiWadi Instagram page within 24 hours to confirm you are the successful bidder

9. **Successful Bid Notification:** The highest bidder will then have 24 hours to confirm their bid, make a donation of the bidding amount to www.childrenshealth.ie/trickortreat and submit evidence of this donation to the Promoter via its Instagram page DM or email.

In the event that the highest bidder does not reply or decide to not go ahead with their donation, the next highest bidder will be contacted.

In the event that there are two or multiple identical bids at the time that bidding closes, the person who made the highest bid first would be selected as the winner.

10. The winner(s) will be contacted within 28 days of the acceptance of the Prize to organise the Prize.
11. By entering, you agree to allow the Promoter to use your name, and county of residence if selected as a purchaser, in making a Purchaser List available. The Purchaser List can be requested by sending an email with the subject line MIWADI TRICK OR TREAT CHRIS JUDGE AUCTION to orlagh@swearmaker.ie for 6 weeks from 31.10.21.
12. The illustrations are not transferable or exchangeable and cannot be redeemed for monetary value or for any other form of compensation. If for any reason an illustration is not available, the Promoter reserves the right to substitute another illustration for it, in its sole discretion, of equal or higher value.
13. **Moderation:** The Promoter will reject entries which, in the reasonable opinion of the Promoter:
- contain any content that is likely to be considered offensive by the Promoter or could reflect negatively the name, reputation, or goodwill of the Promoter or any brand partner;
 - include trademarks, logos, or copyrighted material not owned by you or used without the right holder's prior written permission (including famous names, company names, etc.);
 - defames, misrepresents, or insult other people or companies, including, but not limited to the Promoter (including its partners);
 - promotes any political agenda.
14. This auction is in no way sponsored, endorsed or administered by, or associated with Instagram. You understand that you are providing information to the Promoter and not to Instagram. By entering the auction all participants agree to a complete liability release for Instagram. All entries will be subject to Instagram's terms of use which can be found at www.instagram.com.
15. All entries must be made directly by the person entering the auction. Bulk entries from trade, consumer groups or third parties will not be accepted. Incomplete or illegible entries and entries which do not satisfy the requirements of these Terms and Conditions in full will be disqualified and will not be counted.
16. The Promoter may refuse to award a successful bid, or seek its recovery, in the event of an entrant's fraud, dishonesty or non-entitlement under these Terms and Conditions.

17. If for any reason any aspect of this auction is not capable of running as planned, including by reason of infection by computer virus, network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or any cause beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of this auction, the Promoter may in its sole discretion cancel, terminate, modify or suspend the auction, or invalidate any affected entries.
18. The Promoter reserves the right to hold, void, suspend, cancel, or amend the auction where it becomes necessary to do so. If any act, omission, event or circumstance occurs which is beyond the reasonable control of the Promoter and which prevents the Promoter from complying with these terms and conditions (including but not limited to global or regional health crises, weather conditions, fire, flood, strike, hurricane, industrial dispute, war, terrorist activity, hostilities, political unrest, riots, civil commotion, epidemic, pandemic, famine, plague or other natural calamities and acts of God), the Promoter will not be liable for any failure to perform or delay in performing its obligations.
19. The Promoter and its associated agencies and companies will not be 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 auction or accepting or using the illustration, except for any liability which cannot be excluded by law.
20. If an act, omission, event or circumstance occurs which is beyond the reasonable control of the Promoter and which prevents the Promoter from complying with these Terms and Conditions the Promoter will not be liable for any failure to perform or delay in performing its obligations.
21. Your personal data will be used solely for the purposes of this auction by the Promoter and/or by any agent appointed by it to assist with running the Promotion on behalf of the Promoter and will not be disclosed to a third party for any other purpose. Your personal data will be handled in accordance with all relevant data protection legislation currently in force and with the Promoter's privacy policy, available at: <http://www.britvic.com/site-services/privacy>.
22. By entering this auction, you agree to be bound by these Terms and Conditions.
23. These Terms and Conditions are governed by Irish law and shall be subject to the exclusive jurisdiction of the courts of the Republic of Ireland.

Promoter: Britvic Ireland, Kylemore Park West, Dublin 10