



Marketing Consent Promotion

Terms & Conditions

The Hometree Marketing Consent Promotion (the "**Promotion**") is provided by Hometree Services Limited trading as 'Hometree' ("**Hometree**", "**we**", "**us**" and "**our**") a limited company, registered in England, registered company 12535561 and our registered office is at Hamilton House, 4 Mabledon Place, London, England, WC1H 9BB. Our website is at hometree.co.uk (the "**Hometree site**") use of which is also subject to our Terms of Use.

What is the Promotion?

If you:

1. Provide Hometree with your consent to be included in our marketing "opt in" database between 6th March - 30th April 2024 (inclusive) (the "**Promotion Period**")
2. Opt in via the prescribed opt in method in the Hometree Checkout

then, subject to these terms and conditions, you will be automatically entered into a prize draw for the chance to win a £200 gift card.

By opting into marketing consent, you are accepting to be bound by these terms and conditions. The winner will be selected at random from all valid entries received during the promotional period. The draw will take place on the last working day of each calendar month.

The winner will be notified via the email address provided during opt-in within 14 days of the draw date. If the winner cannot be contacted or does not claim the prize within 14 days of notification, the Promoter reserves the right to withdraw the prize from the winner and select a replacement winner at random.

Eligibility:

In order to be eligible for the Promotion, you must meet all of the following eligibility criteria:

- Participation in the promotional offer is open to residents of the United Kingdom aged 18 years and over, excluding employees of the Promoter and their immediate families, agents, or anyone else professionally connected with this promotion.
- You must be a resident of the United Kingdom (excluding Northern Ireland) aged 18 years or older.
- You must not be an employee of Hometree or any of its agents, suppliers or related companies.

You will not be eligible for the Promotion if:

- You withdraw your marketing consent prior to the end of the promotional period.
- We suspect any breach of applicable law, including in relation to fraud, money laundering or other dishonesty relating to the claim.
- You cannot use this promotion in combination with any other promotion offered by Hometree unless express permission is provided by us.

Our liability:

Nothing in these terms shall limit or exclude our liability to you

- for fraudulent misrepresentation;
- for breach of any term implied by the Consumer Rights Act 2015 and which, by law, may not be limited or excluded; or
- for any other liability that, by law, may not be limited or excluded.

Subject to this, in no event shall we be liable to you for any personal or business losses, and any liability we do have for losses you suffer arising out of or in relation to these terms is strictly limited to losses that were reasonably foreseeable and shall not exceed £150.

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these terms that are caused by events outside our reasonable control.

Other important terms:

We reserve the right to amend or withdraw the Promotion at any time on reasonable notice provided that no such amendment or withdrawal will affect your rights. You may not transfer or assign any or all of your rights or obligations under these terms. If we fail to enforce any of our rights, that does not result in a waiver of that right. If any provision of these terms is found to be unenforceable, all other provisions shall remain unaffected. These terms and any document expressly referred to in them represent the entire agreement between you and us in relation to the subject matter of the hometree Promotion. These terms may not be varied except with our express written consent. These terms shall be governed by English law. You agree that any dispute between you and us regarding these terms will only be dealt with by the English courts.

Contacting us:

Please submit any questions you have about these terms by email to marketing@hometree.co.uk 9:30am to 6pm, Monday to Friday.