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SOCIAL MEDIA COMPETITION RULES

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

DEFINITIONS

In these Social Media Competition Rules (the "**Rules**"), the following terms have the meanings set out below. In addition, other capitalized terms have the meaning so given to them.

"Administrator" means WSP International Limited, Markham, ON Canada L3R 6H3.

"Competition" means the competition, contest, game, sweepstake, promotion, marketing activity or other event specified in the Competition Summary (see Rule 15, below).

"Competition Entities" means, collectively, the Competition Sponsor, the Administrators and any prize sponsors arranged by the Competition Sponsor or Administrators.

"Competition Requirements" means the guidelines and criteria that entrants must abide by to be eligible for the Competition.

"Competition Site" means a subdomain of the Site, a domain or website of the Competition Sponsor or Administrator, or, if applicable, an application within the applicable social media platform;

"Competition Sponsor" means [individually or collectively Irving Oil Limited in Canada (E2L 4K1); Irving Oil Terminals Inc., in the USA (03801) and] Tedcastles Oil Products Unlimited Company, trading as Top Oil in Ireland, (D03 C825).

"Competition Summary" means the announcement for a particular Competition, including subsequent messages, posts or information associated with the announcement, which specifies certain information for that Competition.

"Prize" or **"Prizes"** means the prize or prizes (if there are multiple prizes) to be awarded for a particular Competition as specified in the Competition Summary.

"Site" means the Competition Sponsor or Administrator's or host page within a Social Media application and any services available thereon.

"Social Media" means any program or application which enables people and companies to communicate directly with each other or post content in a public manner. Examples include but are not limited to Facebook®, Twitter® and Instagram®.

1. Eligibility: The Competition is free to enter and open to all individuals who are legal residents of Ireland and who have reached the age of eighteen at the time of their entry ("**you**", "**your**" or "**Contestant**"). It is your responsibility to ensure that you are legally eligible to enter the Competition under any laws applicable to you. The Competition is void outside Ireland.

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2. Agreement to Official Rules: By participating in the Competition, you fully and unconditionally agree to and accept these Rules and the decisions of the Competition Sponsor and/or Administrator, which are final and binding in all matters related to the Competition. The Competition is subject to all applicable laws.

3. Competition Period: The Competition opens on the date and time specified in the Competition Summary and ends on the date and time specified in the Competition Summary (the "**Competition Period**"). The Administrator's computer is the official time-keeping device for the Competition.

4. How to Enter: To enter the Competition, you must have a registered account with the applicable Social Media application. Entries that do not include all the required information or satisfy the entry criteria as indicated in the Competition Summary and adhere to the Rules will be considered void. The Competition Entities are not responsible for lost, misdirected or incomplete entries.

The Competition Entities determine if an entry meets the Competition Requirements and otherwise complies with the Rules.

5. Terms of Submission: You may only enter the Competition as stated in the Competition Summary. Social Media application accounts must relate to a single individual.

6. Rights Granted by you: By entering this Competition, you agree that:

(a) The Competition Entities, and their respective licensees, successors and assigns will have the right to use all or a part of your entry, anywhere in the world and in perpetuity, for future advertising, trade, promotion and publicity in any manner and in any medium now known or hereafter devised throughout the world in perpetuity, without compensation and without notice to you and without consideration, review or approval from you; and

(b) You agree that you will not now nor in the future be paid for your entry or for granting the Administrator any of the rights set out in these Rules.

7. Your Representations and Warranties: By entering the Competition, you represent and warrant that:

(a) Your entry, in its entirety, is an original work by you and you have not included third party content in or in connection with your entry without permission.

(b) Your entry will not cause injury or damage to any other person relying upon any instructions contained in your entry.

(c) Your entry, the use thereof by the Competition Entities, or the exercise by the Competition Sponsor or Administrator of any of the rights granted by you under these Competition Rules, does not and will not infringe or violate any rights of any third party or entity, including, without limitation, patent, copyright, trademark, trade secret, defamation, privacy, publicity, false light, misappropriation, confidentiality, or any contractual or other rights.

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(d) You have all the rights, licenses, permissions and consents necessary to submit the entry and to grant all the rights that you have granted to the Competition Entities under these Competition Rules.

(e) All persons who were engaged by you to work on the entry or have contributed to the entry have:

(i) Given you their written consent to submit the entry without claims for payment of any kind; and

(ii) Provided written permission to include their name in or with your entry (or if a minor who is not your child, you must have the permission of their parent or legal guardian) and you may be asked by the Competition Entities to provide such permission in writing to the Competition Entities; and

(f) You have read and understood the Competition Sponsor's Terms of Privacy set out at: <https://www.irvingoil.com/en-US/discover-irving/privacy>
<https://www.irvingoil.com/en-CA/discover-irving/privacy>
<https://www.top.ie/privacy-policy/>

The Competition Sponsor's Terms of Privacy may be amended from time to time without notice, and you should check the Terms of Privacy before entering any Competition.

8. Prizes: The Competition Entities will provide the Prize(s) to be awarded for a particular Competition. The Prize(s) and its value will be as described in the Competition Summary. Each Prize includes only what is specifically described and no other prize will be granted. Winner is not entitled to any monetary difference between actual Prize and the stated approximate value, if any. No substitution of a Prize will be made unless the Competition Sponsor, in its sole discretion, determines otherwise. All Prizes must be accepted as awarded, and the odds of winning are dependent upon the total number of eligible entries received for the Competition Period. If, because of an error relating to the entry process, drawing or any other aspect of the Competition, there are more potential winners of Prizes than contemplated in these Rules, there will be a random draw amongst all eligible Prize claimants to award the correct number of Prizes.

9. Winner(s): Unless stated otherwise in the Competition Summary, the winner(s) ("**Winner(s)**") of the Prize(s) will be selected in a random draw from all eligible entries received. Your odds of winning will depend on the number of eligible entries received during the Competition. If you are selected as a Winner, you will be notified of the selection of your entry through the Social Media application by which you submitted your entry or other contact information you provide to the Competition Entities. If you do not respond to the notification of your selection as a Winner within the time limit set out in the Competition Summary, an alternate Winner will be selected to receive the Prize. All decisions of the Competition Entities in selecting the Winner(s) are final and binding on all entrants in all matters relating to the Competition.

To Redeem Prizes: Whether you receive a Prize is contingent upon fulfilling all requirements set forth in these Rules. Prizes must be picked up as described in the Competition Summary. Except where prohibited, a Winner shall be required to execute and return to the Administrators or Competition

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Sponsor an Eligibility, Declaration of Compliance with the Rules, and Liability & Publicity Release Form ("**Declaration and Release Form**") to claim the Prize. A prize is personal to the Winner and is non-transferable. If a Winner cannot be contacted or fails to execute and return the Declaration and Release Form within the required time (if applicable), or if the Prize is not claimed prior to the deadline set out in the Competition Summary, the Winner forfeits the Prize. Each Winner is responsible for all taxes and fees associated with receipt of the Prize. Prizes will be shipped by mail or prepaid courier to Winner's home address as stated on the Declaration and Release Form. Not all prizes may be awarded. Competition Sponsor reserves the right, at its sole discretion, to substitute an advertised prize (or portion of an advertised prize) with a prize of equal or greater value for reasons that may include but are not limited to unavailability, production delays caused by labour disruptions, adverse weather conditions or other unforeseen events.

TO THE EXTENT PERMITTED UNDER IRISH LAW, PRIZES SHALL BE PROVIDED "AS IS." THE COMPETITION ENTITIES DO NOT MAKE ANY WARRANTY, REPRESENTATION, OR GUARANTEE, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, REGARDING ANY PRIZE, OR ANY SUBSTITUTE PRIZE. THIS DOES NOT AFFECT YOUR RIGHTS UNDER CONSUMER PROTECTION LAWS, INCLUDING THE CONSUMER PROTECTION ACT 2022.

List of winners: The Competition Sponsor is required under the ASAI Code of Standards at 5.34 to produce, on request from a third party, a list of winners' names and counties of residence. The names of verified prize winners, and a copy of these Rules, will be available by mail by sending a self-addressed, stamped envelope to: Top Oil Home Heat Halloween Competition, P1, East Point Business Park, Dublin3, D03 C825. Please specify "Rules" and/or "Winner's List" with your request. Requests must be received within [12 months] of the end of the Competition Period.

Publicity: If you are selected as a winner, you may be asked to consent in writing to participate in publicity for the Competition. If you do consent, the Competition Sponsor and / or Administrator will be permitted to use your name, voice, picture, or other likeness for advertising, marketing, public relations, or other promotional purposes worldwide in commerce and in any media without limitation or further compensation. You can withdraw your consent to use of your name and image for publicity purposes at any time by contacting Top Oil at dataprotection@top.ie, but this will not impact on any use by the Administrator and / or the Competition Sponsor of your name, voice, picture, or other likeness prior to your withdrawal of your consent. Your name will, however, still be included in the list of prize winners which we are required to produce on request.

11. General Conditions: The Competition Entities have the right to verify your eligibility and compliance with these Rules, and to disqualify you based on its investigation.

Your personal information will be processed in accordance with the Competition Sponsor's Terms of Privacy Policy, located at <https://www.top.ie/privacy-policy/>, as amended from time to time. You should direct any request to access, update, or correct your personal information to Administrator.

You may not enter with multiple e-mail addresses or accounts within the same Social Media application, nor may you use any other device or artifice to submit more than one (1) entry. If you use

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fraudulent entry methods, or otherwise attempt to participate with multiple e-mail and/or Social Media accounts under multiple identities or use any device or artifice to enter more than one (1) entry, you will be disqualified. In the event of a dispute as to any entry, the authorized account holder of the Social Media account used to enter the Competition will be deemed to be the person who made the entry. For the purposes of these Rules, the authorized "Social Media account holder" is the natural person entitled to control the Social Media account as determined by the administrators of the Social Media application in question.

The Competition Entities reserve the right to monitor all Social Media posts in connection with the Competition, and to remove any offensive, inappropriate, obscene, defamatory, illegal, unlawful or otherwise objectionable content in connection with the Competition ("**Prohibited Content**"). The Competition Entities reserve the right to disqualify you from the Competition without notice if you have posted or contributed to any Prohibited Content.

Social Media accounts for corporations, businesses, couples, or entities other than an individual person are not eligible to enter the Competition.

Nothing contained in these Rules shall be construed to: (i) give any party the power to direct and control the day-to-day activities of the other; (ii) constitute the parties as partners, joint ventures', principal and agent, employer and employee, co-owners or entrants in a joint undertaking; or (iii) allow you to create or assume any obligation on behalf of the Competition Entities.

By entering the Competition, you fully and unconditionally agree to and accept these Rules and the decisions of the Competition Entities, which are final and binding on all matters relating to this Competition.

Competition Entities reserve the right to cancel, modify or suspend the Competition at any time (subject to approval of any regulatory body having jurisdiction), if it is determined that the Competition cannot be run as originally planned or if fraud or any other occurrence comprises the fairness or integrity of the Competition.

12. Liability Provisions: Each entrant or participant understands that the Competition is in no way sponsored, endorsed, administered by, or associated with the applicable Social Media platforms and fully releases same from all liabilities.

The Competition Entities are not responsible for human error, theft, destruction, injury or damage to entries or participants, or for factors beyond its reasonable control.

You assume all risk of damaged, lost, late, incomplete, invalid, incorrect, or misdirected entries. You assume all risk of personal injury, damage, liability to third parties because of your participation in the Competition. The Competition Entities make no warranty, representation, or guarantee, express or implied, in connection with its ability to in any way enable, develop, or market an idea set forth in your entry.

The Competition Entities are not responsible and make no representations or warranties as to any entry. Any person who follows the instructions contained in any entry does so voluntarily and without reliance upon the Competition Entities as to the accuracy, safety, or quality of any entry.

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The Competition Entities shall not be liable to a Winner or any other person for failure to supply the Prize or any part thereof, by reason of the Prize becoming for reasons beyond the reasonable control of the Competition Entities unavailable or impracticable to award, or for any force majeure event, technical or equipment failure, terrorist acts, labor dispute, or act/omission of any kind (whether legal or illegal), transportation interruption, civil disturbance, or any other cause similar or dissimilar beyond the Competition Entities' control.

Guests of any prizewinner, or their parent/legal guardian if under the age of majority, ("**Guests**") will also (a) be required to sign a document releasing Competition Entities and the Social Media platforms utilized, as well as its affiliates and subsidiaries, including all employees, directors, officers and agents from all liability for any damage or loss resulting from the Prize; and (b) will be requested to consent to the use of their name, city and place of residence, biographical information, likeness, video, photograph, voice, statements or testimonials in any advertising, promotion and for publicity purposes in connection with this Competition, other promotions and for general news and information purposes, without any compensation or notice, in the form acceptable to the Competition Entities.

The Competition Entities, their employees, officers, directors, agents, contractors, representatives, affiliates, divisions, subsidiaries, resellers, dealers, distributors, advertising/promotion agencies (the "**Released Parties**") shall not assume any responsibility whatsoever for any of the following: delayed, failed, partial or garbled computer transmissions; technical failures of any kind, including, but not limited to, lost, interrupted or unavailable network, server, internet, or other connections; the availability, accessibility, technical failure or miscommunications of computer, satellite, telephone or cable transmissions; the incorrect or inaccurate capture or failure to capture information whether caused by Site or Competition Site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Competition; errors of any kind whether human, mechanical, electronic, network or otherwise arising out of or relating to the Competition; theft, loss, destruction or damage to an entry in whole or in part; and other factors beyond their reasonable control. The Released Parties are not responsible for injury or damage to your or to any other person or computer related to or resulting from participating in the Competition or downloading materials from or use of the Site or any Competition Site.

CAUTION: ANY ATTEMPT BY YOU TO DELIBERATELY DAMAGE THE SITE OR ANY COMPETITION SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE COMPETITION IS A VIOLATION OF APPLICABLE CRIMINAL AND CIVIL LAW. SHOULD SUCH AN ATTEMPT BE MADE, THE COMPETITION SPONSOR AND ADMINISTRATOR RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT OF THE LAW AND TO DISQUALIFY YOU FROM THE COMPETITION.

LIMITATIONS OF LIABILITY AND RELEASE: BY SUBMITTING AN ENTRY IN THE COMPETITION OR BEING A GUEST OF THE PRIZEWINNER, YOU AGREE THAT THE RELEASED PARTIES WILL HAVE NO LIABILITY WHATSOEVER FOR, AND WILL BE RELEASED AND HELD HARMLESS BY YOU AND YOUR HEIRS, EXECUTORS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS FOR ANY CLAIMS, LIABILITIES, OR CAUSES OF ACTION OF ANY KIND OR NATURE FOR ANY INJURY, LOSS OR DAMAGES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, DISABILITY OR DEATH TO PERSONS, AND DAMAGE TO PROPERTY, IN WHOLE OR IN PART, ARISING DIRECTLY OR INDIRECTLY,

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NOW OR IN THE FUTURE FROM THE DELIVERY, ACCEPTANCE, USE OR MISUSE OF THE PRIZE, ANY AND ALL USE AS PROVIDED HEREIN OF YOUR ENTRY, OR PARTICIPATION IN THIS COMPETITION AND/OR ANY RELATED COMPETITION. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE SITE AND ANY COMPETITION SITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, IN WHICH CASE SUCH LIMITATION OR EXCLUSION SHALL APPLY ONLY TO THE EXTENT PERMITTED BY THE LAW IN THE RELEVANT JURISDICTION. THIS DOES NOT AFFECT YOUR RIGHTS UNDER CONSUMER PROTECTION LAWS, INCLUDING IN IRELAND THE CONSUMER PROTECTION ACT 2022, AS APPLICABLE.

13. Choice of Law: These Rules shall be governed by and construed in accordance with the laws of Ireland. All disputes, claims, and causes of action with the Competition Entities arising out of, or connected with this Competition, other than the determination or validity of claims, shall be resolved individually, and exclusively by the Irish courts. All claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Competition, but in no event legal fees. To the fullest extent permitted by Irish law, you hereby waive all rights to: (i) claim or be awarded any punitive, direct, indirect, incidental, and consequential damages and any other damages, other than for actual out-of-pocket expenses; and (ii) to have damages multiplied or otherwise increased.

14. Disclaimer: This Competition is in no way sponsored, endorsed or administered by, or associated with, any particular Social Media application, including but not limited to Facebook®, Twitter® and Instagram® and any comments, questions or concerns regarding the Competition shall be directed to the Competition Entities and not to the applicable Social Media application.

15. Competition Summary – Top Oil Home Heat Halloween Competition

a) How to Play: Comment on our social media post and tell us what your favourite Halloween tradition is for a chance to win a €100 Top Oil Home Heat Account Credit. Check the Top Oil Facebook page at <https://www.facebook.com/TOPOilFuelingIreland> for complete details on how to participate in the Competition. Follow the instructions and comment on the post to be entered into the Competition drawing.

b) Competition Period Dates: Start Date – 12:00:00 pm (local Irish time) on 24 October 2025. End Date – 23:59:59 (local Irish time) on 30 October 2025.

c) Location: Facebook users in the Ireland can comment for a chance to win.

d) Prize(s): Random drawing will be held after Competition end date on 31 October 2025 to award one (1) €100 Top Oil Home Heat Account Credit. No cash substitution is allowed.

A minimum of three (3) attempts will be made to contact prize winners. Prize winners must complete and submit their completed Declaration and Release Forms by email or SMS within five (5)

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business days of receipt. If the prize winners cannot be contacted or fail to submit their completed Declaration and Release Form within the required period, then a new Prize Winner will be selected. Prize will be credited to the Top Oil Home Heat Account of the Prize Winner.

You may specifically request to be completely removed from participation in the Competition by sending a message to <https://www.facebook.com/TOPOilFuelingIreland> with your request. Start your message with "Halloween Competition." Please note that on removal your entry (or entries) will also be removed from the Competition.

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Competition Privacy Statement

Top Oil and Irving Oil act as the Joint Controllers of personal data you provide to Top Oil in connection with the Top Oil Home Heat Halloween Competition (the "**Competition**") pursuant to a Data Sharing Agreement in place between Top Oil and Irving Oil.

The Joint Controllers respect your right to privacy and will use your personal data only for the purpose as described in the rules of the Competition (the "**Rules**") and this Privacy Statement, and in accordance with any other permissions you have provided to them. Aside from those other permissions, personal data collected is used solely by the Joint Controllers to administer the Competition.

The Competition Entities will handle your personal data in accordance with Irving Oil's Data Protection and Privacy Policy and Top Oil's Privacy Policy (which can be accessed at <https://www.irvingoil.com/en-CA/discover-irving/privacy#:~:text=We%20rarely%20collect%20any%20sensitive,of%20your%20personal%20contact%20details> or by contacting the privacy officer at dataprotection@top.ie and in accordance with any other permissions you have provided to them.

Joint Controllers: Tedcastles Oil Products Unlimited Company trading as Top Oil and Top Oil's parent company, Irving Oil Limited, Saint John, New Brunswick, Canada ("**Irving Oil**")

Joint Controllers' Contact Details: dataprotection@top.ie

Processor: WSP International Limited, Markham, Ontario, L3R 1H5, Canada (ie, the Administrator) **Competition Entities:** The Competition Sponsor, the Administrator and any prize sponsors arranged by the Competition Sponsor or Administrators.

Personal data

The Joint Controllers will process your name, address, phone number, and email address as a Competition entrant to administer the Competition and distribute prizes to you if you are selected as a winner. No special category or sensitive personal data will be processed.

Use of your personal data and basis of processing

By completing the winner Release form or submitting one a No Purchase entry, you consent to the collection and processing of your personal data by the Joint Controllers to conduct the Competition, including, where relevant, validating winning submissions and sending any potential winner and confirmed winner notifications to you. You may specifically request to be completely removed from participation in the Competition by following the process set out in the Rules.

If you are selected as a winner, your personal data may be used for publicity purposes as set out in the Rules on the basis of the legitimate interests of the Joint Controllers.

Sharing of personal data

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None of your personal data will be transferred or sold to any third party except in the following circumstances:

- when you give us permission to do so (eg, where the Joint Controllers market group products and services to you);
- when in good faith we believe the law requires it;
- under limited circumstances specifically described to you when we collect the information, such as in the rules of competitions or other promotions;
- to the Joint Controllers' agents for data processing purposes, or to their professional advisors and promotional and marketing agencies, provided that such agents, professional advisors, and promotional and marketing agencies are restricted from using your personal data for any purpose other than as described in the Rules.

The Joint Controllers may aggregate your personal data and share it with the other Competition Entities. The Competition Entities may match aggregated, statistical personal data to parameters established by third parties, without releasing any personally identifiable data. The Competition Entities may share aggregate personal data with trading partners, co-branded locations, participating sponsors, and advertisers; however, this aggregated data will not contain personally identifiable information.

International transfers

Your personal data will be processed by the Administrator in Canada. The Competition Sponsor has entered into an agreement with the Administrator under which the Administrator is obliged to keep your personal data secure. The transfer of your personal data to Canada is permitted under the decision of the European Commission relating to transfers of personal data to Canada (Decision 2002/2/EC).

Retention of your personal data

Your personal data will be retained for no longer than is necessary for the purpose for which it was obtained by the Joint Controllers or as required or permitted for legal and legitimate business purposes. In general, the Joint Controllers (or their service providers on its behalf) will hold Competition entry information for a period of 60 days from the Competition end date, and winner details for a period of seven years, unless they are obliged to hold it for a longer period under law or applicable regulations. Information used to contact you for marketing purposes will be retained until the Joint Controllers are notified that marketing consent has been withdrawn.

Your rights in relation to your personal data

You have the right to request any personal data that the Joint Controllers process about you, such as:

- What personal data we hold about you

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- The purposes of the processing
- The categories of personal data concerned
- The recipients to whom the personal data has/will be disclosed
- How long we intend to store your personal data for
- If we did not collect the data directly from you, information about the source

You should contact us directly at dataprotection@top.ie to inform us of any changes in your personal data. If you believe that we hold any incomplete or inaccurate data about you, you have the right to ask us to correct and / or complete the information, and we will strive to do so as quickly as possible; if there is a valid reason for not doing so, you will be notified. You also have the right to request erasure of your personal data or to restrict processing (where applicable) in accordance with data protection law. We will update or delete your data in accordance with our obligations under the GDPR and Data Protection Act 2018.

Where you have consented to our use of your personal data (such as for direct marketing), you may at any time withdraw your consent. Where we are relying on our legitimate interests, you may object to any processing by us. Where applicable, you have the right to data portability of your personal data.

Any requests for access to the information that you have supplied, or to update or rectify such information, or to exercise your other data protection rights, should be made in writing by sending a self-addressed envelope with your request to: Top Oil Home Heat Halloween Competition, P1, East Point Business Park, Dublin3, D03 C825 or by emailing your request to dataprotection@top.ie.

Complaints

You have the right to lodge a complaint with the Data Protection Commission if you consider that processing of your personal data by the Competition Entities is contrary to the GDPR. The contact details of the Data Protection Commission are:

Telephone	1890 252 231
E-mail	info@dataprotection.ie
Address	Data Protection Commission 21 Fitzwilliam Square South Dublin 2, D02 RD28 Ireland
Complaint form	Available here .

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