Competition General Terms and Conditions

UKSA COMPETITION GENERAL TERMS & CONDITIONS

1. THESE TERMS AND CONDITIONS

1.1 These terms and conditions are our "**General Terms**" and they apply to every prize competition and prize draw (each a "**Competition**") that we, UKSA, promote and administer including without limitation on online and/or mobile in radio or magazine.

1.2 Each Competition may also have its own specific terms and conditions. These "**Specific Terms**" may be broadcast on-air, published in print/or published on our website or other digital platforms.

1.3 These General Terms shall apply in addition to any Specific Terms, which may also be in place for a Competition or prize draw on any platform. You should always read these General Terms together with the Specific Terms. If any provision of the Specific Terms conflict with these General Terms, the Specific Terms will prevail.

1.4 We may change these General Terms at any time so you should check this page regularly for any changes. Changes will apply from the date that they are published on this page.

1.5 By entering any Competition you are accepting that you will be legally bound by these General Terms and any applicable Specific Terms.

2. THE PROMOTER OF EACH COMPETITION

2.1 The "**Promoter**" of a Competition is the party legally responsible for administering it. For our Competitions, this will always be UKSA (with company number 02251024), a company registered in England

2.2 Generally, UKSA will be the Promoter of Competitions administered through our website or social media platforms but if you are unsure, you should check who the Promoter is in the Specific Terms.

2.2 If you have any concern in relation to any of our Competitions, you can contact us by:

(a) first, contacting UKSA using the contact details provided in any Specific Terms; or

(b) if you are not satisfied with the initial response from UKSA (as applicable), please email or write to the relevant Promoter at UKSA, Arctic Road, West Cowes, Isle of Wight PO31 7PQ

In all correspondence, please state the name of the Competition, the name of the website/print/digital publication or radio station, which promoted it and (where applicable) details of the initial response.

3. ELIGIBILITY RULES FOR OUR COMPETITIONS

3.1 Unless we impose a particular age limit for a Competition, they are open to all persons aged 18 and over who are resident in the UK at the date of their entry.

3.2 Where Competitions are open to children (aged 15 or younger) and/or young persons (aged 16 or 17), the age requirements will be stated in the applicable Specific Terms.

3.3 Certain Competitions may have additional eligibility requirements such as valid passports, visas, driving licences, good physical health etc. All eligibility requirements will be detailed in the applicable Specific Terms.

3.4 Whether any eligibility requirement has or has not been met is always decided in our sole discretion and we may require evidence or confirmation from entrants before awarding prizes.

3.5 UKSA employees and their immediate families (and the employees of any third-party sponsors, prize providers or their immediate families) may not enter any Competition. Any such entries are invalid.

4. **ENTRY AND ENTRY METHODS**

4.1 **Online Giveaway Competitions**: Online Giveaway Competitions are free to enter. You simply need to visit one of our participating websites and enter by following the on-screen instructions. You will be asked to give your email address and then click onto the 'Enter This Competition' button to enter the competition. There is a limit of one (1) entry per household, per URL on which the Online Giveaway in displayed. You will often be asked to complete a question before entering your email address - this helps us to ensure that entries received are from true competition lovers and not from computer generated programmes otherwise known as 'robots.' We reserve the right to offer multiple giveaways simultaneously on various websites. There is a limit of one (1) entry per person and/or email address, per URL on which the Online Giveaway is displayed. Online Giveaway Competitions are open to residents of the UK (including Channel Islands &Eire).

4.2 **Postal Entry:** Where a Competition allows postal entry (as per any Specific Terms), postal entrants may enter the promotion by mailing their full name and a contact telephone number or other method of contact (as applicable), as well as any other required information and/or material to the postal address as specified in the Specific Terms. Entries must be sent on a postcard or on or within an envelope. Entries received on anything other than a postcard or envelope will not be valid or accepted. In the case of multiple entries received in a single envelope or postcard, only one entry will be entered into the promotion. Entries sent by post must be received at the relevant postal address specified for entries by the closing date and time for receipt of entries. Postal entries without correct and sufficient postage paid will be invalid and will be void. For the avoidance of doubt, personal and hand deliveries are not accepted. Proof of posting of any postal entry will not be proof of our receipt of that entry.

Entries must not be sent in through agents, third parties or on behalf of another person unless otherwise specified in the specific terms. Such entries are void. Bulk entries are void and cannot be accepted.

4.3 **Voting Terms and Conditions:** The following terms and conditions apply to all voting Competitions together with any Specific Terms.

a) Votes made or received outside the specified time will not be counted but may still be charged.

b) The Promoter in their sole discretion at any time, may suspend, withdraw or re-set any voting and/or may change times for voting and participating,

4.4 **Decision making**: In the event of any fault, mistake, misunderstanding or dispute concerning the correctness or acceptability of any answer or response given by an entrant, or the operation of

any part of the Competition or prize draw service, networks or systems, the decision of the Promoter shall be final and no correspondence will be entered into.

4.5 **Deficient entries:** In all Competitions, we reserve the right to reject any entries that are incomplete, incomprehensible, damaged or otherwise deficient. We also reserve the right to reject entries that are unlawful, indecent, racist, inflammatory, defamatory or which we consider to be otherwise harmful. We accept no responsibility for any late, lost or misdirected entries including but not limited to texts, calls or emails not received due to technical disruptions, network congestion, loss in service of online entry mechanisms, computer error in transit or any other reason. Proof of posting of any postal entry will not be proof of our receipt of that entry. We cannot enter into correspondence with entrants who experience difficulties with entering online. Any entries received which are in any way in breach of these General Terms or Specific Terms will be void and will be disqualified from the Competition.

4.6 **Automated Entry**: The use of any automated entry software or any other mechanical or electronic means that permits any person to enter any Competition repeatedly is prohibited.

4.7 **Names:** Entrants must enter Competitions using their legal name once only. We reserve the right to disqualify any entrant who uses multiple names and to require them to return any prize they may have won.

4.8 **Multiple Entries.** Unless otherwise permitted pursuant to the applicable Specific Terms or unless it is an Online Giveaway Competition, no person may enter any Competition more than once and persons may not enter or participate as part of a syndicate or on behalf of any other person, syndicate, group, society or company. If we suspect that an individual has set up a fake email address and/or social media page to circumvent this rule, we reserve the right to disqualify all entries that we reasonably believe were generated by that individual.

4.9 **Prize Limits.** Unless otherwise stated in the Specific Terms, each entrant is limited to winning one prize per Competition. There is no limit on the value of a single prize that may be provided to the individual winners of a Competition. However, so that we can ensure fairness of our Competitions we reserve the right to prevent a person to win more than one prize valued at £500 or more via any of our Competitions in any given six (6) month period. For avoidance of doubt this means that an entrant will not be eligible to win any prize if the entrant has in the past six (6) months won a prize valued at £500 or more.

4.10 **Retrospective Effect.** Where an entrant or prize winner has been found to be in breach of any of the terms and conditions of a Competition and in particular where a person is in breach of the entry restrictions set out in paragraphs 4.4 to 4.10 above, we may still enforce our right to disqualify that person and require the return or reimbursement to us of any prize even where a prize has been awarded and/or actually provided to the entrant or prize winner in question.

5 PRIZES

5.1 We reserve the right (when reasonably required to do so) to replace the stated prizes with prizes that we consider to be of broadly equivalent value. We offer no cash alternative for non-cash prizes and prize winners must accept prizes in the form offered. Where a prize is won by a person younger than 18, we reserve the right to award the prize to the prize winner's parent or guardian on behalf of the prize winner.

5.2 All prize winners will be notified that they have won a prize within twenty-eight (28) days of the closing date of the Competition or such shorter time period as specified in any Specific Terms via at least one of the following methods:

(a) by telephone;

(b) by email;

(c) in writing

5.3 If we are unable to contact a winner to award a prize either within 28 days of them winning, or such shorter time period as specified in any Specific Terms, then the winner forfeits entirely their right to the prize and we reserve the right to award this to an alternative winner where possible.

5.4 Prizes will be despatched to the winners via email or the UK mail service, unless otherwise stated. We will not be liable for any prizes which are lost, delayed or damaged in the post for reasons beyond our reasonable control. Further details will be set out in the Specific Terms and/or given to winners when they are notified that they've won.

5.4 Prizes will only be delivered to an address within the UK. Should a prize winner's contact details change, it is their responsibility to notify us, or the contact person(s) detailed in the Competition's Specific Terms.

5.5 We reserve the right to request proof of a prize winner's identity in the form of a passport or driver's licence and proof of address in the form of a utility bill. In the event that a prize winner cannot provide us with proof of identity and/or address that is reasonably acceptable to us, we may withdraw the prize and select another prize winner.

5.6 All prizes are subject to availability, non-transferable and non-exchangeable. Where prizes consist of entry tickets, attendance at events, holidays and similar time-specific benefits, they must be taken on the dates specified by us (or any relevant third-party provider). Prize winners will forfeit any element of their prize that they do not take at the time stipulated in the Specific Terms. No cash will be awarded in lieu of that prize or any part of it.

5.7 Any tax or other charges payable as a result of a prize being awarded or received will be the responsibility of the winner. Winners should seek independent financial advice prior to accepting a prize if this is a concern.

5.8 We make no representation or warranty in relation to prizes provided and to the fullest extent permitted by law we shall have no liability to you in relation to any prize, its fitness for purpose, merchantability or otherwise. We reserve the right to disqualify entrants from entering our Competitions or prize winners from receiving their prizes where any such person engages in unsafe, illegal, unsociable or inappropriate behaviour.

5.9 All stated prize values are at the supplier's recommended retail price in pounds sterling and are, to the best of our knowledge and belief, correct at the time of printing. We take no responsibility for any fluctuations in prize values. We award cash prizes in the form of a cheque in the name of the prize winner. Any other arrangement will be at our discretion.

5.10 No additional, further or other costs or expenses are included in any prize unless stated. For example, the costs of transport to and from a venue for an event are not included and any accommodation prize includes basic room charge only.

5.11 Third party suppliers of prizes may also often stipulate their own terms, conditions or restrictions and all prize winners agree to be bound by these. Subject to paragraph 19.2, UKSA shall have no liability in relation to any prize provided by a third-party provider.

6. **HOLIDAY PRIZES**

6.1 Due to their complexity, these additional terms apply to holiday prize winners and (if the holiday is for the prize winner 'plus guest(s)') any travelling companion that accompanies the prize winner on the holiday as their "**Guest**".

6.2 Unless otherwise stated in the Specific Terms, holiday prizes:

(a) do not include insurance. It will be the responsibility of each prize winner (and, if applicable, each Guest that accompanies them) to take out at their own cost all relevant insurance (including but not limited to health and travel insurance, insurance for theft, loss and damage to property) which may be required or prudent to obtain;

(b) consist of accommodation only and do not include ferry departure or government taxes, spending money, transfers or other expenses. These must be paid by the prize winner (and their Guests);

(c) must be taken within six (6) months of the closing date of the relevant Competition or the prize will lapse; and

(d) are also usually subject to the prize provider's terms and conditions, which will apply to the prize winner (and their Guests) as well.

6.3 It is the responsibility of the prize winner (and, if applicable, each Guest that accompanies them) to ensure their ability to travel to their holiday destination and return home and, in particular, to:

(i) comply with the terms and limitations of ferry companies, other transport providers, and the venues involved in the provision of any holiday prize, including any insurance policy relating to the holiday. In particular, entrants must comply with all health and safety guidelines and instructions and all applicable legal and regulatory requirements

6.4 Covid 19 – Should your prize be disrupted by Covid-19 Trending Travel will make best endeavours to rearrange and rebook the winner at a different time. This will be subject to availability, government and FCO advice and regulation.

6.5 We will not be responsible for any loss or damage suffered by any prize winner (and/or any Guest that accompanies them) that arises out of their failure to arrive at any holiday destination or return home from any holiday destination, nor will we have any obligation to substitute an alternative prize, cash equivalent or other compensation where a prize winner (and/or their travelling companion) is unable to travel to any holiday destination or fails to redeem a holiday prize for any reason.

7. **EVENTS PRIZES**

7.1 Where the prize for any of our Competitions involves the winner's attendance at (or tickets to) an event, the prize winner acknowledges that we are not liable or responsible if any part of the event is cancelled, varied or rescheduled for any reason. If this means that the winner (and/or any accompanying Guests) cannot attend the relevant event, we shall be under no obligation to provide any cash or alternative tickets.

7.2 If a Competition that you participate in or a prize that you win involves travel, stunts or physical challenges you should notify us of any medical condition that you (and, if applicable, your Guests) have and at our absolute discretion we may require you (and your Guests) as a condition of entering the Competition or receiving the prize to:

(a) submit to a medical examination by a medical practitioner approved by us and obtain medical clearance to participate in the Competition and/or redeem the prize; and/or

(b) execute a legal document to exonerate us from liability in a form prescribed by us in order to participate further in the Competition and/or redeem the prize.

8. **UNCLAIMED PRIZES**

8.1 All prizes must be claimed within five (5) days of our notification of winning unless otherwise stated.

8.2 We reserve the right to award prizes unclaimed after these periods to alternative prize winners or not to award them at all.

8.3 If you call to claim a prize from a "withheld number" line you must provide us with your contact details: otherwise we may be unable to contact you and you may as a result forfeit your prize.

9 **PUBLICITY AND PERSONAL INFORMATION**

9.1 The personal information supplied by entrants when entering our Competitions will be used by us and if applicable our service providers and suppliers for the purposes of administering and fulfilling the Competition and in accordance with our privacy-policy. You should always read our privacy-policy in addition to these General Terms and the Specific Terms. All entrants may have their details removed from our database by contacting the Data Protection Officer. If details are removed prior to the conclusion of the Competition and/or award of prize(s), entrants will forfeit their right to claim any prizes.

9.2 If you are required to submit a third party's personal information to enter or participate in a Competition, you must ensure that the person whose details you submit has given their consent for you to provide us with their details.

9.3 It is a condition of entry to all our Competitions that we have the right to publish and/or broadcast the first name, home town, character, likeness and voices of Competition entrants and winners.

9.4 Entrants, particularly prize winners, may be required to participate in photo, recording, video and/or filming session(s). You agree that we shall have the right to use all the resulting publicity materials in any media and in any manner, we see fit, unless you advise us at the time of entering the Competition that you wish to retain your anonymity. If you elect for anonymity, we may not be able to include you in certain Competitions. This includes providing these materials to our third-party prize providers for the purposes of promoting their association with the Competition and awarding the relevant prizes.

9.6 No fees shall be payable to any entrant in relation to the use of publicity materials.

10 PHOTOGRAPHS AND VIDEOS

10.1 If a Competition requires entrants to submit a photograph and/or video clip to enter or participate in a Competition:

(a) entrants warrant that they are the person in the photograph or video and/or they have prior consent from all persons in the photograph or video to submit it as part of their entry;

(b) entrants agree that we have the right to publish and communicate to the public the Photographs in any media without restriction or limitation throughout the world and not only for the purposes of the Competition;

(c) entrants acknowledge that we may edit the photographs or video in our sole discretion;

(d) entrants agree that we have the right to use names, likenesses and other personal information submitted in conjunction with the photograph or video;

(e) entrants agree not to bring any actions, suits, claims and demands against us in respect of defamation or any infringement or violation of any personal and/or property rights of any sort from our use of their Photograph or video;

(f) entrants unconditionally waive their right to seek or obtain an injunction to prevent or restrict our use of the Photographs; and

(g) entrants aged under 18 shall have obtained the consent of a parent or a guardian (and will provide us with the contact details we need should we wish to verify this).

11 PRIZE DRAWS

11.1 Where any prize is awarded via a prize draw, prize winners will be chosen at random from all qualifying entries within twenty-eight (28) days of the Competition closing date.

11.2 If we become aware that the same person has been selected as a prize winner more than once, we will draw another name.

12 COPYRIGHT

12.1 By entering our Competitions all entrants:

(a) assign to us all rights (including present and future copyright) in their entry and their publicity materials in all media (including, without limitation, the internet) and whether in existence now or created in the future;

(b) agree not to assert any moral rights in respect of their entry and the publicity materials (wherever and whenever such rights are recognised) against UKSA, its assigns, licensees and successors in title;

(c) undertake to us that their entry is not in breach of any third-party intellectual property rights and will not contain anything, which is defamatory, indecent, harassing or threatening and that they will indemnify us for any loss, damage or liability arising should this turn out not to be true. If relevant, we reserve the right, but not the obligation (and without limiting entrants' warranty and indemnity as set out above), to screen, filter and/or monitor information provided by the entrant and to edit, refuse to distribute or remove the same;

(d) Confirm that they have the right, power and authority to grant the rights set out above and that they have obtained all consents and permissions necessary to grant us the same.

12.2 For the avoidance of doubt, all rights in the name and title of the Competition and the format rights for the Competition are our sole property and we may exploit the same our absolute discretion.

13 MINORS

13.1 If any prize winner is a child or young person (i.e. under the age of 18) we may require that the terms and conditions applicable to the Competition (including these General Terms) be signed by the prize winner's parent or legal guardian before the prize is awarded. Any such prize may at our discretion be awarded to the prize winner's parent or legal guardian.

13.2 Holiday prizes are not available to persons under the age of 18 without written consent from a parent or legal guardian and unless accompanied by a parent or legal guardian.

13.3 Where entrants or prize winners are required by us to sign a release or other document before participating in a Competition and/or redeeming a prize and the entrant and/or prize winner is under the age of 18 years, such document must be signed by that person’s parent or legal guardian prior to their participation in the Competition and/or the prize being awarded.

14 TAMPERING AND OTHER MATTERS

14.1 If for any reason any Competition is not capable of running as planned as a result of any (including but not limited to) technical failures, unauthorised intervention, computer virus, mobile network failure, tampering, fraud or any other causes beyond our control which corrupt or affect the administration, security, fairness, integrity or proper conduct of a Competition, we reserve the right to cancel, terminate, modify or suspend the Competition and/or any draw/s or judging related to the Competition and/or to disqualify any individual who (whether directly or indirectly) causes (or has caused) the problem.

15 LEAVE FOR PARTICIPATION

Obtaining time off work and/or study or related activities to participate in a Competition and/or take a prize will be the sole and absolute responsibility of each contestant.

16 TERMINATION OF COMPETITION

UKSA may vary the terms of, or terminate, a Competition at any time at its absolute discretion if reasonably required to do so. Termination or variation of a competition is without liability to any contestant or other person. The Promoter will not award the prize if the Competition is terminated.

17 DECISIONS FINAL

17.1 All our decisions relating to the Competition and/or redemption of the prizes are final. No discussions or correspondence with entrants or any other person will be entered into.

17.2 Tiebreakers, disputes, conflicts, questions or concerns will be managed by us and, if required by law, by an independent adjudicator.

17.3 Where a Competition involves voting, the accuracy of the pooled results received and published by us will be deemed to be final and binding and no correspondence will be entered into.

18 FAILURE TO ENFORCE TERMS AND CONDITIONS

A failure by us to enforce any one of the terms and conditions in any instance(s) will not give rise to any claim or right of action by any entrant or prize winner, nor shall it be deemed to be a waiver of any of our rights in relation to the same.

19 EXCLUSION OF LIABILITY

19.1 Except as specifically set out herein and to the maximum extent permitted by law, all conditions, warranties and representations expressed or implied by law are hereby excluded.

19.2 To the fullest extent permitted by law, we hereby exclude and shall not have any liability to any entrant or prize winner in connection with or arising out of any Competition howsoever caused, including for any costs, expenses, forfeited prizes, damages and other liabilities, provided that nothing herein shall operate so as to limit or exclude our liability for personal injury or death caused by our negligence. For the avoidance of doubt, this paragraph 19.2 shall also apply in respect of any prize provided by a third-party provider.

19.3 In the event that any provision of these General (or any Specific) Terms are held to be illegal, invalid, void or otherwise unenforceable, it shall be severed from the remaining provisions which shall continue in full force and effect.

19.4 In relation to all competitions, prize draws, votes and polls promoted by the Promoter:

19.4.1 Nothing in these terms restricts your statutory rights as a consumer.

19.4.2 Nothing in these terms shall exclude or limit our liability for death or personal injury caused by our staff's negligence or for fraud or for any other liability which cannot be limited or excluded by law or regulation.

19.4.3 We cannot guarantee that the services or systems for entering a Competition, will at all times be free from errors or omissions nor that they will be available uninterrupted and in a fully operating condition. These services may be suspended temporarily and without notice in the case of any problem with any network or line, system, server, software, or for any technical malfunction or failure, maintenance or repair or for reasons reasonably beyond our control. Subject to 19.4.1 and 19.4.2, Bauer, do not accept responsibility where all or any part of the service relating to a Competition is discontinued, modified or changed in any way.

19.4.4 Subject to 19.4.1 and 19.4.2, the Promoter does not accept responsibility for any fault, malfunction, damage, loss or disappointment suffered by you as an entrant or participant howsoever arising from participating in a Competition or from accepting any prize whether due to any error, omission by the Promoter its or their employees, agents or others or by any other cause.

19.4.5 Subject to 19.4.1 and 19.4.2, we will not be liable to reimburse the cost or expenses incurred in making a Competition entry where applicable.

19.4.6 Subject to 19.4.1 and 19.4.2, we do not accept responsibility in the event that any entry is lost, delayed or not properly received, registered or recorded or for any incorrectly addressed or undelivered Competition entries, votes or polls or for any disruption, delay or misdirection of such entries.

19.4.7 Subject to 19.4.1 and 19.4.2, we reserve the right to amend any element of a Competition for reasons beyond our reasonable control, including but not limited to the unavailability of the Competition entry platform before the closing date, or for strike, lock-out, labour dispute, illness, act

of God, natural disaster, adverse weather conditions, war, riot, civil commotion, accident, epidemic or pandemic, malicious damage, fire, flood and/or storm, compliance with law or governmental order, rule, regulation or direction, breakdown of plant, machinery or transportation. We are not responsible for any loss or damage caused to you as a result of any of these occurrences.

19.4.8 You agree to reimburse the Promoter in respect of any damages suffered by the Promoter or any losses by the Promoter resulting from any claim made by a third party in each case in respect of any matter arising from your use of the services relating to the Competition.in breach of the General Terms or Specific Terms or from your violation of any applicable law or regulation.

20 LAWS

These General Terms (and any Specific Terms) shall be construed in accordance with and governed by the laws of England and Wales.

Last updated April 2022