

# Competition T&Cs

## 1. Definitions and introduction

1.1 In this Agreement the following words and phrases shall have the following meanings (and, where applicable, the singular shall include the plural):

“Competition” means any competition or promotion on our website,

buyexpressly.com, and any extension or partner site thereof;

“employee” shall include employees, freelancers and contractors;

“Entrant” means any person who enters a Competition;

“Family Member” means a spouse, partner, close blood relation or spouse of a close blood relation;

“Expressly” or “Buy Expressly” means Expressly Limited, Martlet House E1 Yeoman Gate, Yeoman Way, Worthing, West Sussex, BN13 3QZ, a company registered in England and Wales. Company Registration Number 8492219 VAT No. 177865646.

the words “include” and “including” shall not be interpreted as limiting the generality of any preceding words;

“Intellectual Property Rights” means any trade marks, copyright, moral rights, performer’s rights, confidential information, trade secrets and all or any other intellectual or industrial property rights, both registered and unregistered anywhere in the world, including any renewals and extensions and including any such rights discovered or invented after the date of this Agreement;

“Participant” means any person who is selected by us to participate in a Competition;

“Prize” means any prize or gift offered or awarded in a Competition;

“Specific Rules” means the specific rules, entry instructions and any other specific details or terms relating to the particular Competition or Prize published on this website or on any other website or in any other media which features the Competition;

“Terms” means these Competition Terms and Conditions together with any Specific Rules;

“we”, “us” and “our” means Expressly including any successors in title and assigns;

“you” means an Entrant or Participant in or winner of (as the case may be) a Competition.

1.2 All of our Competitions will be subject to (i) these Competition Terms and Conditions and (ii) the Specific Rules and you will be bound by these Terms when you enter or participate in any Competition or accept any Prize. If these Competition Terms and Conditions differ or conflict with any Specific Rules then the Specific Rules will prevail.

1.3 We may add to, amend or vary these Competition Terms and Conditions from time to time, at our discretion.

1.4 You agree to co-operate with and comply with all reasonable requests made by us in connection with any Competition and its promotion.

## 2. Eligibility and Entry Criteria

2.1 In order to make a valid entry into a Competition you must enter as an individual using your legal name and make only one entry per Competition, unless the Specific Rules allow you to make multiple entries. You may only enter a competition if you are a resident of the United Kingdom or Isle of Man and over 18 years old.

2.2 The Specific Rules will state if there are any age restrictions relating to the Competition.

2.3 Unless otherwise stated in the Specific Rules, you may not enter a Competition if you are an employee, or Family Member of an employee, of (i) Expressly or (ii) any Competition sponsor or Prize giver or if you are directly or indirectly connected with the Competition.

2.4 So that we can ensure the fairness of our competitions, we reserve the right to prevent you, at our absolute discretion, from entering any of our Competitions for a period of six months if you have either (i) won a Prize valued at £1,000 or greater or (ii) won more than one Prize during the previous six months. If we choose to exercise this right we will notify you in writing.

2.5 You may not enter a Competition if you have been given the answer(s) or any other relevant information in relation to the Competition, either directly or indirectly, by any employee of Expressly, Competition sponsor or Prize giver.

2.6 No multiple, bulk, automated, machine assisted, third party, syndicate or other group entries will be accepted. We shall disqualify any entries which, in our reasonable opinion, appear to have used any of these entry methods including multiple entries from the same IP address or telephone number, unless the Specific Rules state that multiple entries are permitted.

2.7 Candidates in any General, Mayoral or any other national or local Election will be ineligible, during the period of such Election, to enter any Competition until after the conclusion of such Election.

2.8 We may ask you to provide us with proof of your eligibility to enter a Competition and we reserve the right, in our sole discretion, to decide whether or not eligibility criteria have been met. Breach of any of the criteria contained in this Clause 2 may result in your disqualification from a Competition and/or the withdrawal of a Prize.

### **3. Entering a Competition**

3.1 Please take care to follow the exact online Competition entry instructions. We cannot guarantee Competition entry for mis-spelt entries;

3.2 If you fail to answer your telephone when we phone you or you become disconnected for any reason before or during the Competition, we reserve the right to select another Entrant to participate in the Competition.

3.3 For Competitions involving online voting only, one vote for each valid email address and/or valid phone number, will be accepted and we reserve the right to disqualify any Entrant making, or attempting to make, multiple votes.

### **4. Prizes**

4.1 If you win a prize, we will notify you within 28 days of the end date of the Competition and you will then have 28 days within which to claim the Prize. If you

fail to claim the Prize within the time-limit, or fail to comply with any other instructions or time-limits notified to you, you will forfeit your right to the Prize and your claim will be invalid.

4.2 We reserve the right, at our absolute discretion, to request certain evidence relating to your Competition entry including proof of identity, age and address. Please ensure you have given us your correct home and email address so that we can send your Prize to you.

4.3 We may carry out an interview with you either by email, telephone or in person and we may record the interview;

4.4 All Prizes are non-transferable and may not be given, assigned or sold to another person.

4.5 Prizes cannot be exchanged for cash or other alternatives except by us in accordance with clause 9.1.

4.6 You will not be entitled to receive a Prize which, for any reason, you would be prohibited by law from purchasing, using or owning.

4.7 Unless otherwise stated in the Specific Rules, you may not win more than one Prize per Competition and we reserve the right to withhold or reclaim any second or subsequent Prize.

4.8 Where the Prize contains ticket(s) to an event, you will be bound by and must comply with the event promoter's terms and conditions together with those set out on the ticket and the rules and regulations of the venue.

4.9 No fee is payable to you in respect of your involvement in the Competition.

## **5. Health and Safety**

5.1 Your entry or participation in a Competition and/or Prize is at your own risk and your health and safety is your own responsibility. If the Competition or Prize requires you to undertake any physical activity please ensure, before entering the Competition, that you (i) are in good health and (ii) have no underlying medical condition and are taking no medication that could adversely affect you.

5.2 Please ensure that you notify us immediately if you become ill or become aware of any other relevant medical or health and safety information which could affect your participation in a Competition and/or Prize. You must comply with all safety requests made by us or our representatives.

5.3 We reserve the right to disqualify you from the Competition and/or Prize (without liability or compensation) if you (in our opinion, which shall be final) conduct yourself in a way which exposes you or others to any medical, security, safety or other risk whatsoever (including being intoxicated or abusive in any way).

## **6. Confidentiality and Publicity**

6.1 You agree to keep confidential any information which you know or reasonably ought to know is confidential and relates to us, our business or the Competition or Prize.

6.2 You agree to participate, at our request, in publicity (including interviews) and you agree that we own all Intellectual Property Rights in, and may use at our absolute discretion, such publicity/interviews. We may refer to your association with the Competition and/or the Prize in all publicity, marketing and materials.

6.3 You agree that you shall not publicise your involvement in the Competition or the fact that you have won a Prize (including giving interviews) except as set out in clause 6.2 or with our prior written consent.

6.4 We may publish winners' names and counties and make them available to third parties upon their request which may be made by sending a self-addressed stamped envelope to our address up to 1 month after the closing date for the relevant Competition.

## **7. Intellectual Property Rights**

7.1 By entering a Competition or submitting a video, image, audio file or any other materials in relation to a Competition or Prize (the "Products") you: (i) confirm the grant by you to us of a worldwide, perpetual, royalty free licence in the Intellectual Property Rights in the Products or Competition entry, (ii) waive any moral rights and like rights you have in relation to the Products or Competition entry so that we shall be entitled to use the Products or Competition entry in any and all media at no cost to us and (iii) warrant to us that the Products or Competition entry:

7.1.1 are personal and related specifically to you;

7.1.2 are owned and controlled by you and that you have the right, power and authority to grant the rights set out in these Terms;

7.1.3 will not infringe the Intellectual Property Rights, privacy or any other rights of any third party;

7.1.4 will not contain anything which is untrue, defamatory, obscene, indecent, harassing or threatening;

7.1.5 do not violate any applicable law or regulation (including any laws regarding anti-discrimination or false advertising);

7.1.6 are not obscene or pornographic;

7.1.7 do not, to the best of your knowledge, contain any viruses or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information;

7.1.8 are free from any encumbrances such that we may use the Products in accordance with and in the manner set out in these Terms.

7.2 For the avoidance of doubt, all rights relating to the Competition (including the name, title and format of the Competition) will vest exclusively in Expressly for our own use (in our absolute discretion).

7.3 Unless otherwise stated, Competition entries will not be returned to you.

7.4 Any personal data submitted by you will be used solely in accordance with current UK data protection legislation and our privacy policy .

## **8. Disqualification**

8.1 We reserve the right (without accepting any liability or giving you any compensation) to disqualify you from a Competition and/or withhold or withdraw a Prize (or seek compensation from you therefor) if (in our opinion, which shall be final):

8.1.1 you are in breach of the Terms or any of your obligations, representations and/or warranties under this Agreement;

- 8.1.2 your conduct is inappropriate or contrary to the spirit or intention of the Terms or of the Competition;
- 8.1.3 you have committed or undertaken any fraud, dishonesty, deceit, misconduct or similar action including providing any false or incorrect information;
- 8.1.4 your act(s) or omission(s) might have an adverse effect on the Competition or Expressly;
- 8.1.5 it is in our best interests to do so.
- 8.2 Entries that are incomplete, indecipherable, corrupt, late or otherwise not in accordance with entry instructions will not be accepted.
- 8.3 In the event of your disqualification from the Competition/Prize:
  - 8.3.1 we reserve the right to select another Entrant to take part in the Competition/receive the Prize; and
  - 8.3.2 you may be required to pay any costs incurred.

## **9. Cancellation of the Competition**

- 9.1 We shall be entitled, in our reasonable discretion, to cancel, delay and/or recommence a Competition with immediate effect by online announcement without any liability to you. If we cancel a Competition after you have claimed a Prize, we will use our reasonable endeavours to offer you an alternative Prize. If we offer you an alternative Prize but you do not accept it, you shall have no claim against us.
- 9.2 We may cancel a Competition if we believe we have good reason to do so, including if:
  - 9.2.1 a broadcasting, publishing, production, distribution or printing error of any kind occurs (whether online or otherwise);
  - 9.2.2 there have been any errors in the preparation for, or the conduct of, the Competition materially affecting the result of the Competition, the number of Prize claims or the value of the Prize claims.

## **10. Exclusion of liability/indemnity**

- 10.1 Nothing in the Terms excludes our liability for:
  - 10.1.1 death or personal injury arising out of our negligence or the negligence of our employees;
  - 10.1.2 fraud or fraudulent misrepresentation by us or our employees; or
  - 10.1.3 any other liability that cannot be excluded or limited by law.
- 10.2 Without prejudice to the provisions of Clause 10.1, we exclude all liability whatsoever for any costs, expenses, losses, damages, liabilities, injury or disappointment (other than any costs and expenses specifically provided for in the Competition and/or Prize) including any loss of profit, business, contracts, revenues or anticipated savings and whether special, direct, indirect or consequential suffered by you howsoever arising in connection with the Competition and/or Prize.
- 10.3 Without prejudice to the provisions of Clause 10.1 and subject to the provisions of Clause 10.2, we shall have no liability whatsoever:
  - 10.3.1 in respect of Competitions operated by third parties and featured on air or on our websites. The relevant third party will be responsible for the fulfilment of the Competition. We accept no responsibility for the acts or omissions of such third parties;

10.3.2 in the event of postal, telephone, text message or online entries delayed or not received by us as a result of network incompatibility, technical faults or for any other reason;

10.3.3 for any person not being able to enter a Competition for any reason, including system failure, error, the application through which online entries are made being down, hacks on the system or personal computer issues;

10.3.4 for any losses suffered by you in submitting data to our website;

10.3.5 for any mistakes in the source material utilised by our question compilers;

10.3.6 for Prizes which are lost, delayed or damaged in the post or otherwise not received by you.

10.4 The decision of our judges is final and conclusive in all circumstances and no correspondence will be entered into.

10.5 You agree to indemnify us and our partners and employees against all costs, losses, damages, expenses and liabilities (including for loss of reputation and goodwill and professional advisors fees) suffered by us arising as a result of a breach by you of your obligations under the Terms or in any way in connection with your failure to follow our reasonable instructions with regard to your entry into the Competition or taking of any Prize.

## **11. Force Majeure**

11.1 We shall not be liable to perform any of our obligations under the Competition or in respect of the Prizes where we are unable to do so as a result of unforeseen circumstances or circumstances beyond our reasonable control and whilst we may (but shall not be obliged to) endeavour to provide an alternative Prize of equal value, we shall not be liable to compensate you in such circumstances.

## **12. General**

12.1 You agree you will not by any act or omission do anything, which might bring Expressly or its partners into disrepute or affect the reputation of the Competition.

12.2 The Terms shall be governed and construed in accordance with the laws of England and Wales and you and we submit to the exclusive jurisdiction of the Courts of England.

12.3 The terms represent the entire agreement between you and us relating to the Competition and/or the Prize and supersede any prior representations, agreements, negotiations or understandings (whether oral or in writing). No variation of the Terms is effective unless approved by an authorised representative of Expressly in writing.

12.4 Except as specifically set out herein, all conditions, warranties and representations expressed or implied by law are excluded.

12.5 The invalidity, illegality, or unenforceability of the whole or any part of the Terms does not affect or impair the continuation in force of the remainder of the Terms.

12.6 The failure to exercise or delay in exercising a right or remedy provided hereunder or by law does not constitute a waiver of the right or remedy or waiver of other rights or remedies.

12.7 This Agreement does not create any right or benefit enforceable by any person not a party to it (within the meaning of the Contracts (Rights of Third Parties)

Act 1999).

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