

## **“Avoid the friend zone & win an iPhone!” Promotion**

**00:00 am, 12 February 2018 – 11:59 pm, 26 February 2018**

### **Terms and Conditions**

Entrants will be deemed to have accepted these terms and conditions, and agreed to be bound by them, when entering this Promotion.

### **Who may enter:**

1. This free prize draw (“Promotion”) is open to residents of the United Kingdom aged 18 years or over.
2. Employees (or family members of employees) of any group company of the Promoter, companies associated with the Promotion and all affiliates of such companies may not enter this Promotion.

### **How to enter:**

3. To take part in this Promotion, the entrant must be a registered Talk Home App user.
4. If the entrant is not already a registered user of the Talk Home App, they need to go to the Apple App Store or Google Play Store to download the Talk Home App and sign up. The application can be downloaded:
  - 4.1 From the Apple App Store: <https://itunes.apple.com/gb/app/talk-home-app/id993137075>OR
  - 4.2 From the Google Play Store:  
[https://play.google.com/store/apps/details?id=com.talkhome&hl=en\\_GB](https://play.google.com/store/apps/details?id=com.talkhome&hl=en_GB)
5. The entrant needs to invite at least one other person (“referral recipient”) to download the Talk Home App by using the “Plus One” option in the Talk Home App.
6. The referral recipient needs to download the Talk Home App, sign up and top up at least once within the period in which the campaign is running. Once this happens, the entrant is enrolled automatically in the prize draw.
7. Maximum of one entry 1 per person. Maximum 1 prize per person.
8. The entrant is identified based on their phone number used during the Talk Home App registration process.

**Prize, winner selection, and notification:**

9. There will be 1 winner for this Promotion.
10. The winner will be notified by phone within three working days of the draw.
11. The draw will take place within 3 days after the Promotion ends.
12. The draw will be held by random number generator: each entry is assigned a unique ticket number. By using the RANDOM.ORG service, a number will be returned as the prize winner.
13. There is only 1 prize in this draw. The winner will win an iPhone X ("Prize") with the following specifications: Space Grey colour, 64GB.
14. To be eligible to claim the prize, the winner must respond to the prize notification message within 7 days. Failure to respond within the requested period or provide their personal details will result in the prize being forfeited by the prize winner. The Promoter reserves the right to award the prize to an alternative winner.
15. Unless expressly stated within these terms and conditions, all other expenses relating to the Prize is the responsibility of the winner. For the avoidance of doubt, the Prize excludes any costs for transport, travel, accommodation, spending money, meals, travel documentation and insurance, other than specified.
16. The Promoter reserves the right to substitute the Prize for a prize or prizes of equivalent or greater monetary value if this is necessary for reasons beyond its reasonable control. There is no cash alternative to the prizes (or any part of the prizes) and unless the Promoter agrees otherwise in writing the Prize is nonrefundable and non-transferable.
17. Third party terms and conditions apply to parts of the prizes where applicable.
18. Details of prize winner's name and county will be available for one month after the close of this Promotion by writing to the Promoter at the address set out below and stating the name and date of the Promotion.

**Liability:**

19. There are certain things for which the Promoter does not accept any liability to you, and these are explained in the next three paragraphs. The law does not allow the Promoter to exclude or limit its liability for some things, such as death or personal injury caused by its negligence, or loss caused by a false statement where the statement is made fraudulently. The Promoter accepts full liability for these matters and all matters for which it cannot, under English law, exclude or limit its liability. Otherwise, the exclusions of liability described below will apply. References to the "Promoter" include all the Promoter's associated companies, agents or any other third party involved in the Promotion.

20. Subject to the above paragraph, the Promoter will not be responsible for (and will have no liability in connection with) acts, omissions and occurrences beyond the Promoter's reasonable control, including but not limited to:

- a) any postponement or cancellation of the Promotion;
- b) any changes to prizes or the way in which they can be used;
- c) damage, loss, injury suffered by any entrant entering the promotion or as a result of accepting any prize;
- d) problems with the allotment or dispatch of prizes (such as prizes failing to reach the intended recipient); and
- e) any act, omission or default of any third party supplier.

21. The Promoter does not accept responsibility for network, computer, mobile phone, hardware or software failure of any kind, which may affect the sending, receipt or processing of your entry.

22. If this Promotion is unable to run as planned due to computer virus, network/technical/communications failure, tampering or any cause beyond the Promoter's reasonable control, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion or invalidate any affected entries (subject to any written directions given under applicable law). Entries must not be made through agents or third parties or any automated entry software or any other means which allows an entrant to automatically enter repeatedly. Incomplete entries will be disqualified and will not be counted.

23. The Promoter's decision is final and binding in all respects on all entrants. No correspondence will be entered into. Entries that do not comply in full with these terms and conditions will be disqualified.

24. Please note that this Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook or any other channels on which it is promoted. By entering, you acknowledge that Facebook or any other channels on which it is promoted bear no responsibility for this Promotion and, to the maximum extent permitted by law, you release Facebook or any other channels on which it is promoted from any liability whatsoever in connection with this Promotion.

25. If the Promoter has grounds to suspect any entrant or third party of cheating, deception or fraudulent or unsportsman-like conduct of any kind (including, without limitation, manipulating the promotion, choice of prize winner(s) or any entry) the Promoter reserves the right (in its sole discretion) to disqualify any entrant, entry or person it reasonably believes to be responsible for, or associated with, such activity.

26. The Promoter reserves the right to amend these terms and conditions at any time.

**Personal Details:**

27. The Promoter will use each winner's, and each entrant's, personal details for the purpose of administering this Promotion, including prize fulfilment and announcing winners. Please see our Privacy Policy at [www.talkhomeapp.com/privacyPolicy.jsp](http://www.talkhomeapp.com/privacyPolicy.jsp) for further details.

28. The winner(s) agree to allow the Promoter to use their name and likeness for advertising and publicity purposes without additional remuneration. The winners may be required to take part in reasonable publicity and PR activity at the Promoter's request.

29. The winner(s) may be required for promotional activity e.g. photographs to be taken and are required to make themselves available without charge for publicity purposes and agree to publication of his/her name.

**English Law applies:**

30. This Promotion, and any dispute or claim arising out of or in connection with it (including the prize(s)), shall be governed by and construed in accordance with English law. You irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Promotion (including the prize(s)).

**Promoter:**

31. Nowtel Management Ltd whose registered office is 50 Shad Thames, London, SE1 2LY.