## **TERMS AND CONDITIONS**

Last updated: [DATE]

By entering a Competition the entrant ('Entrant', 'you', 'your(s)' and/or 'Customer') will be deemed to have legal capacity to do so, you will have read and understood and accepted these terms and conditions and you will be bound by them and by any other requirements set out in any of the Promoter's related promotional material.

- 1. Instructions, prizes and information on how to enter form part of these Terms and Conditions. By entering, entrants accept these Terms and Conditions.
- 2. The Promoter is Cop or Drop Ltd of [ADDRESS].
- 3. The promotional period begins at 12.01am GMT on [DAY AND DATE] and concludes at 11.59pm GMT on [DAY AND DATE] ("Promotional Period").
- 4. You must keep your account password secure and secret at all times and take steps to prevent it being used without your permission. You must (a) memorise your password and never tell it to anyone, (b) never write your password down (including on your computer or other electronic device) or record it in a way that can be understood by someone else, (c) destroy any communications from the Promoter in relation to your password as soon as you have read them, (d) avoid using a password that is easy to guess, (e) ensure that no-one else (apart from you) uses your account while you and/or your devices are logged on to the Website (including by logging on to your devices through a mobile, Wi-Fi or shared access connection they are using), (f) log off or exit from your account when not using it, and (g) keep your password or other access information secret,
- 5. Your password and log in details are personal to you and should not be given to anyone else and/or used to provide shared access e.g. over a network. You must use a password which is unique to your account, and maintain good internet security
- 6. You must contact the Promoter immediately if you believe, suspect or know that anyone apart from you has used your account and/or given any instruction in relation to it without your permission, or if you believe, suspect or know someone else knows your password.
- 7. If you forget your password, you can reset it by following the instructions on the Website (as long as you can provide the relevant security information requested or required by the Promoter).
- 8. The Promoter shall not be responsible and/or liable for any and/or all consequences arising out of and/or relating to any and/or all breaches of this rule by you. Furthermore, the Promoter shall not in any event be responsible and/or liable for any actions and/or inactions that you may take and/or consequences that you may suffer and/or incur as a result of using and/or in connection with the Website.
- 9. Competitions are open to persons aged 18 or over who are resident in Great Britain. Employees (and their immediate families) of the Promoter and third parties associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step- grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.

- 10. The Promoter reserves the right to close a Customer's account at any time, if they feel the Customer is abusing the services, being abusive to other Customers or staff or they have the belief that it is not genuinely the Customer that is entering.
- 11. The Promoter reserves the right to refuse a Customer's Entry at the Promoter's own discretion.
- 12. Availability and pricing of Competitions is at the discretion of the Promoter and will be specified at the point of sale on the Website. There is no requirement to pay to enter any Competition, as each Competition has a free entry route available. The availability of a free entry route to enter each Competition means that the Competition does not fall within the definition of a lottery under the Gambling Act 2005 and can be operated legally in Great Britain without any need for a licence.
- 13. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 14. Incomplete, indecipherable or illegible entries will be deemed invalid.
- 15. Multiple entries in the one Promotional Period are not permitted. To avoid doubt, entrants may enter the Promotion once in each of the Promotional Periods.

- 16. Prizes are not transferable or exchangeable and cannot be taken as cash. All prize elements are to be collected from designated location and may not strictly be couriered.
- 17. If the prize (or part of the prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
- 18. Entrants consent to the Promoter using their name, likeness, image, voice and/or social media posts content in the event they are the winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
- 19. If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
- 20. Any cost associated with accessing the promotional website(s) is the entrant's responsibility and is dependent on the Internet service provider used.
- 21. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under any Act or similar consumer protection laws ("Non- Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Promotion.

- 22. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of the prize / attendance at the prize event.
- 23. As a condition of accepting the prize, the winner (and his/her companion) must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
- 24. The Promoter collects personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to UK regulatory authorities. Entry is conditional on providing this information. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any request to opt out, access, update or correct information to the Promoter. All entries become the property of the Promoter.
- 25. In the event of war, terrorism, state of emergency, disaster or any other circumstance beyond the control of the Promoter, the Promoter reserves the right to either provide an alternative travel destination to the same value as the original prize or, subject to any applicable laws or written directions made under applicable legislation, to cancel, terminate, modify or suspend the promotion.
- 26. We may revise our terms and conditions from time to time and will post the most current version on the Website as soon as possible after the revised terms and conditions become effective. Please check this page periodically to ensure you understand the terms and conditions that apply at that time. By continuing to access and/or use the Website after the revisions come into effect, you agree to be bound by the revised terms and conditions. We may also update and change the Website or Competitions draws from time to time to, amongst other things, reflect changes to our offering, Website, IT systems and/or our users' needs and/or feedback.
- 27. A person who is not a party to these terms and conditions has no rights under the Contracts (Rights of Third Parties) Act 1999 (as amended or re-enacted from time to time, and any subordinate legislation made under that act) or otherwise to enforce any provision of these terms and conditions.
- 28. The laws of England and Wales apply to this promotion to the exclusion of any other law. Entrants submit to the exclusive jurisdiction of the courts in England and Wales.