

Terms & Conditions

Promotion		Status		
Timberland Prize Draw – Win a Trip to NYC		Draft		
Client	Brand	Agency	Project Number	
Timberland	Timberland	MKTG	JS7710	
Type	Today's Date	Version	Style	Editor
Prize Draw	07/04/2017	1	Standard	TW

- 1) This Promotion is only open to residents of the United Kingdom aged 18 or over, excluding employees of the Promoter and their immediate families, agents or anyone else professionally connected with this Promotion.
- 2) **Promotion Period:** Enter between 00.01 BST on 18th April 2017 and 23.59 BST on 28th May 2017.
- 3) No purchase necessary. Internet access is required.
- 4) **To Enter:** Submit your full name, email address, phone number and date of birth online at www.flexinthecity.timberland.it or instore with a brand representative to be entered into the prize draw.
- 5) One entry per person throughout the Promotion Period.
- 6) **The Prize:** One winner will win 1x 3-night trip to New York City for themselves and a guest of their choosing.
- 7) **Further Prize Details and Conditions**
 - a. The Prize is for the winner and one guest of their choosing;
 - b. The guest must be 18+;
 - c. The Prize includes:
 - i. return economy flights from a London airport to New York City;
 - ii. 3 nights stay in a 3- star hotel sharing a double room on a room only basis; and
 - d. A valid credit card will be required to check in to your room and will be used to guarantee any incidentals such as in-room calls or services.
 - e. The minimum age for check-in at hotels is 21 years, so either the winner or their guest must be 21 or over.
 - f. Specified accommodation is subject to availability at the time of booking. Alternatives may be offered dependent on availability;
 - g. Airline seats are subject to availability.
 - h. The winner and their guest must travel together in both directions;

Terms & Conditions

- i. Once flight tickets have been issued, they are only valid for flights, dates and times shown. Name changes to the flight seats once confirmed are not permitted;
 - j. Return transfers from the winner's home to the London airport are **not** included;
 - k. All elements of the prize package must be taken as part of the same trip;
 - l. The Prize does not include excess baggage, car parking charges, meals or drinks, additional excursions and attractions, additional nights and services at the hotel or any other costs of a personal nature not stated, all of which will be the sole responsibility of the winner and their guest;
 - m. The winner is responsible for the behaviour of themselves and their guest whilst enjoying the Prize. The Promoter reserves the right in its absolute discretion to exclude the winners and/or guests from participation in the Prize if the winner and/or their guest fail to comply with the directions of the Promoter or any companies associated with the Prize or the winner and/or guest act in a manner that is dangerous to themselves or to the public or is anti-social in any manner or which causes a disturbance or nuisance to others.
 - n. The Prize must be taken within 1 year of acceptance of the Prize.
 - o. The winner must give 90 days' advance notice of their requested departure date after completion of their winner information and Prize acceptance form unless otherwise stated. The winner will be required to submit 3 preferred departure dates at least 1 month apart. otherwise. Once booked, the Prize cannot be amended or altered.
- 8) The Prize is not transferable or exchangeable unless otherwise stated and non-cash elements cannot be redeemed for cash or any other form of compensation. In the event for any reason the winner chooses not to take any element of the Prize at the time stipulated by the Promoter, then that element of the Prize will be forfeited and there will be no cash or other alternative offered, unless otherwise agreed. If due to unforeseen circumstances the Prize is not available, the Promoter reserves the right to substitute another Prize, at its sole discretion, of equal or higher value.
- 9) **Winner selection:** All valid entries received by the Promoter during the Promotion Period will be entered into the prize draw to be conducted within 3 working days of the closing date by an independent entity.
- 10) **Winner Notification:** The winner will be contacted via phone and/or email provided upon entry within 5 working days of the draw and will be required to respond to confirm eligibility plus acceptance of the prize within 14 days of initial contact. In the event a winner does not respond to communications within the 14 days of initial contact, the Promoter reserves the right to disqualify that winner and allocate that prize to an alternative winner selected in the same manner.

Terms & Conditions

General

- 11) The Prize depicted in promotional communications are for illustrative purposes only.
- 12) Entrants must enter the Promotion using their legal name. The Promoter reserves the right to disqualify any entrant who uses multiple names and to require them to return any Prize they may have won. The Promoter will verify the eligibility of entrants. The Promoter will require such information as it considers reasonably necessary for this purpose and a Prize may be withheld unless and until the Promoter is satisfied with the verification.
- 13) All entries must be made by the entrant themselves. Bulk entries made from trade, consumer groups or third parties will not be accepted. Incomplete or illegible entries, entries by macros or other automated means (including systems which can be programmed to enter), and entries which do not satisfy the requirements of these terms and conditions in full will be disqualified and will not be counted. If it becomes apparent that an entrant is using a computer(s) to circumvent this condition by, for example, the use of 'script', 'brute force', masking their identity by manipulating IP addresses, using identities other than their own or any other automated means in order to increase that entrant's entries into the Promotion in a way that is not consistent with the spirit of the Promotion, that entrant's entries will be disqualified and any prize award will be void. Prizes allocated a winner who is subsequently disqualified may not be reallocated.
- 14) Where the winner has been found to be in breach of any of these terms and conditions and in particular where a person is in breach of the entry restrictions, the Promoter may nevertheless still enforce its right to disqualify that person and require the return or reimbursement to the Promoter of any Prize even where the Prize has been awarded and/or actually provided to the winner in question.
- 15) Any tax payable as a result of the Prize being awarded or received will be the responsibility of the winner
- 16) Obtaining time off work and/or study or related activities to participate in the Promotion and/or the Prize will be the sole and absolute responsibility of each entrant.
- 17) Insurance is not provided as part of the Prize. It will be the winner's and their guest's responsibility to take out at their own insurance (including but not limited to health and travel insurance, insurance for theft, loss and damage to property as well as dangerous activity cover) which may be required or prudent to be taken.
- 18) The winner and their guest must have and maintain valid passports with expiry dates no less than six (6) months following the proposed dates of travel or such other duration as may be required by any relevant regulation. These passports, and their

Terms & Conditions

holders, must not be subject to any restrictions on their rights to travel to and from the applicable country. Passport control and in-country authorities may reserve the right to refuse entry to a winner and/or their guests. The Promoter shall not be responsible for ensuring a winner's ability to travel nor for any additional costs incurred should entry be refused. **Please note, effective 1 April 2016, all passengers travelling to the USA under the Visa Waiver Program must hold a passport with an integrated chip.**

- 19) It is the responsibility of the winner and their guest to check any travel advisories issued by a Government, to determine whether they wish to accept the risk of travelling to the destination. The Promoter will not be responsible for any loss or damage suffered by the winner or their guest arising out of their failure to follow any travel advisories issued by a Government. The winner and their guest must comply with and are responsible for obtaining any inoculation and health regulations required by any Prize destination country.
- 20) The Promoter will not be liable or responsible for any loss or damage suffered by the winner or their guest should the winner or their guest not redeem the Prize as a result of any Government travel warning or advisory applicable to the destination country or for any other failure on their part to travel.
- 21) The winner and their guests must comply with the terms and limitations of airlines, other transport providers, and the venues involved in the provision of any Prize. In particular, they must comply with all health and safety guidelines and instructions and all applicable legal and regulatory requirements.
- 22) The Promoter accepts no responsibility for system errors or other issues that may result in disruption to lost, delayed or not received registrations or winner notifications.
- 23) No responsibility is accepted for entries lost, damaged or delayed or as a result of any network, computer hardware or software failure of any kind. Proof of sending will not be accepted as proof of receipt.
- 24) The Promoter makes no representation or warranty in relation to the Prize provided. 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. 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 this Promotion 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 or liability for fraudulent misrepresentation. For the avoidance of doubt, this paragraph shall also apply in respect of any prize provided by a third-party provider.

Terms & Conditions

- 25) If for any reason the Promotion is not capable of running as planned for reasons including but not limited to tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter reserves the right (subject to any written directions given under applicable law) to disqualify any individual who tampers with the entry process and to terminate, modify or suspend the Promotion.
- 26) If an act, omission, event or circumstance occurs which is beyond the reasonable control of the Promoter and which prevents the Promoter from complying with these terms and conditions the Promoter will not be liable for any failure to perform or delay in performing its obligation.
- 27) The winner acknowledges that once the Prize has been issued, the Promoter is not liable or responsible if all or any part of the Prize is cancelled, varied, postponed or rescheduled for any reason at any time. The Promoter shall be under no obligation to provide an alternative prize in such circumstances or to reimburse any incurred expenses by the winner or their guest as a result of winning or accepting the Prize.
- 28) The winner may be requested to participate in reasonable publicity arising from the Promotion with no further compensation.
- 29) Any personal data relating to participants will be used solely for the purposes of this promotion by the Promoter and/or by any agent appointed by it to assist with running the promotion on behalf of the Promoter and will not be disclosed to a third party for any other purpose without the individual's prior consent. By entering this Promotion, you consent to the use of your personal data by the Promoter and/or any agent appointed by it to assist with running the Promotion for the purposes of administration of the Promotion (including publishing your full name and county and/or disclosing it to third parties on request if you are the winner) and any other purposes to which you have consented.
- 30) The Winner's name and county shall be available by sending a letter to Wexham Springs, Framewood Road Wexham, Slough, Berkshire, SL3 6PJ after 1st July 2017 and will be available for 4 weeks.
- 31) By entering this Promotion, all participants will be deemed to have accepted and be bound by these terms and conditions.
- 32) This Promotion is governed by English Law and participants submit to the exclusive jurisdiction of the English courts.

Terms & Conditions

1. Introduction

Welcome to our website. These Terms & Conditions govern the use of our services. By using our services, you agree to these terms.

2. Definitions

2.1. "Service" refers to the digital products and services provided by the Company.

2.2. "User" refers to any individual who accesses or uses the Service.

3. Acceptance of Terms

By using the Service, you acknowledge that you have read, understood, and agree to be bound by these Terms & Conditions.

4. Intellectual Property

All content, trademarks, and intellectual property on this website are the property of the Company. All rights are reserved.

5. Privacy Policy

Our Privacy Policy describes how we collect, use, and protect your personal information. It is located at [\[Link to Privacy Policy\]](#).