

## **FULL TERMS AND CONDITIONS**

### **1. Qualifying Persons**

- 1.1 Dreamboat Competitions Ltd ('Dreamboat', 'Promoter', 'our(s)') operate competitions – skilled prize competitions resulting in the allocation of prizes in accordance with these Terms and Conditions on the website [www.dreamboatcompetitions.co.uk](http://www.dreamboatcompetitions.co.uk) (the 'Website') - (the 'Competition(s)').
- 1.2 The Competitions are open to all persons aged 17 and over and the age of majority in their country of residence excluding the Promoter's employees or members of their immediate family, agents or any other person who is connected with the creation or administration of our Competitions.

### **2. Legal Undertaking**

- 2.1 By entering a Competition the entrant ('Entrant', 'you', 'your(s)') will be deemed to have legal capacity to do so, you will have read and understood these Terms and Conditions and you will be bound by them and by any other requirements set out in any related promotional material.
- 2.2 These Competitions are governed by English Law and any matters relating to the Competition will be resolved under English Law and the Courts of England shall have exclusive jurisdiction.
- 2.3 In the event that you participate in a Competition online via the Website, and by accepting these Terms and Conditions you confirm that you are not breaching any laws in your country of residence regarding the legality of entering our Competitions. The Promoter will not be held responsible for any Entrant entering any of our Competitions unlawfully. If in any doubt you should immediately leave the Website and check with the relevant authorities in your country.

### **3. Competition Entry**

- 3.1 These Competitions may be entered online via the Website. One or more Competitions may be operated at the same time and each Competition will have specific prize options.
- 3.2 Availability and pricing of Competitions and tickets is at the discretion of the Promoter and will be specified at the point of sale on the Website.
- Pricing will not be applied retrospectively to orders already completed.

#### **3.3 "Your Dreamboat Account(s)"**

In order to enter a Competition, you will need to register an account with us.

- (a) You can register an account online at [www.dreamboatcompetitions.co.uk](http://www.dreamboatcompetitions.co.uk).

- (i) To register an account online you will be asked to provide an email address
- (ii) Please note that your email address will also be the username that you use to log in to your account. Each account can only have one username attributed to it at any given time ("Dreamboat Account"). Therefore, you cannot attribute multiple email addresses to your Dreamboat Account. For example:
- (i) You cannot have two or more email addresses attributed to your Dreamboat Account.

- 3.4 You can however, change your username for your Dreamboat Account by logging into your Dreamboat Account. For example, you can create your Dreamboat Account using one email address and at a later date change your username for your Dreamboat Account to another email address. However, if you create multiple accounts using different email addresses, each username will be treated as a separate Dreamboat Account.

- 3.5 When playing a Competition online via the Website, follow the on-screen instructions to:

- (a) select the Competition(s) you wish to enter, choose your tickets and play the Spot the Ball Challenge;
- (b) and when you are ready to purchase your Ticket(s), provide your contact and payment details. You will need to check your details carefully and tick the declaration at checkout, confirming you have read and understood the Competition Terms and Conditions;
- (c) once your payment has cleared we will email you to confirm your entry into the Competition. Please note that when entering online you will not be deemed entered into the Competition until we confirm your Ticket(s) order back to you by email.

#### **3.6 ('Website Entries' referred to as 'Entr(y)(ies)')**

The Promoter reserves the right to refuse or disqualify any incomplete Entries if it has reasonable grounds for believing that an Entrant has contravened any of these Terms and Conditions.

To the extent permitted by applicable law, all Entries become our property and will not be returned.

**Dream Boat Competitions:** Entries (tickets) are limited to one hundred (100) per person, per Competition. Abuse of this limit will not be tolerated and if the Promoter has reasonable grounds to believe that an individual is exceeding this limit, for example by entering a Competition using multiple accounts, it reserves the right at its sole discretion to void any orders, or to award any prize to the next closest entrant. In addition, if any person using a single account exceeds 100 entries in a single Competition for any reason, the Promoter reserves the right at its sole discretion, to void any tickets without notice firstly on a chronological basis with respect to orders, and then on a sequential basis with respect to ticket references contained within an order, so as to void any tickets exceeding the first 100 paid tickets entered into the Competition.

#### 4. Promotion Periods

- 4.1 Each Competition will run until the target number of tickets required for the sale of each boat has been reached. Please see each Competition for details of start and end times and dates ('Promotion Period(s)').

#### 5. Competition Judgement

- 5.1 Within forty eight (48) hours of the end of the respective Competition, the correct Position will be computed against the database of coordinates to mathematically calculate which of the valid and eligible Entries received by the Promoter is closest to the correct Position, and therefore the winning Entrant of the prize. The Winner will be the person who correctly identifies, or if no one is correct, who is closest to, the correct Position. . Please note that there are no Runners Up in this Competitions. For the avoidance of doubt, distance will be measured by calculating the straight line distance from each valid and eligible Entry to the correct Position ('Distance').
- 5.2 **Dream Boat Competitions:** In the event that there are two or more Entrants with valid and eligible Entries that are equally close to or exactly match the correct Position, the entrants to whom such entries belong, identified by their Dreamboat Account, will be entered into a draw where our random algorithm software will decide the winning entry.
- 5.3 The Promoter will attempt to contact Winner(s) using the telephone numbers and email address provided at the time of Entry (or as subsequently updated) and held securely in our database. It is the Entrant's sole responsibility to check and update these details. If for any reason they are taken down incorrectly, the Promoter will not be held responsible. Entrants must carefully check their contact details have been recorded correctly.
- 5.4 If for any reason the Promoter is unable to contact a Winner within 5 days (which may be extended at the sole discretion of the Promoter) of the end of a Competition or the Winner fails to confirm acceptance of the prize or the Winner is disqualified as a result of contravening any of these Terms and Conditions, the Winner will forfeit the prize and it will be awarded to the Entrant with the next closest coordinates or the first runner Up selected in a Multiple Choice Challenge Competition, as defined in the judging process. For the avoidance of doubt once the prize has been forfeited the original Winner, Runners Up, Tie Break Entrants or Multiple Choice Challenge Winner will have no further claims against the Promoter.
- 5.5 The Promoter reserves the right at its sole discretion to extend the closing date of any competition, if for any reason any aspect of the competition is not capable of running as planned, including by reason of infection by computer virus, network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or any cause beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of the Competition. The Promoter may in its sole discretion cancel, terminate, modify or suspend a Competition, or invalidate any affected entries. In the event that the Promoter closes a Competition early, the Winner may be selected from all valid and eligible Entries received by the Promoter prior to the date of closure, except that the Promoter reserves the right, at its sole discretion, to close a Competition early without selecting a Winner. In the event that a Competition is closed without selecting a Winner, the Promoter will give all entrants Credit to enable them to replay equivalent tickets in a subsequent competition.
- 5.6 All Entrants are automatically entered onto the Promoter's database for the purpose of conveying information as to the status of their Competition, as well as any future Promotions or Competitions offered by the Promoter.

#### 6. Winner's Details

- 6.1 The Winners will be required to send a copy of their passport to the Promoter to confirm their identity, age and also to prove that if the purchase was made by credit card that the card was legally theirs or that they had authorisation to use it, before any prize will be paid or delivered. Any failure to meet these obligations may result in the Winner being disqualified and the Promoter choosing an alternate winner.
- 6.2 All Winners will also be required to provide photographs and/or pose for photographs and videos, which may be used in future marketing and public relations by the Promoter in connection with the Competition and in identifying them as a winner of a Competition.
- 6.3 Following receipt and verification of the details requested above by the Promoter, the Winners will be contacted in order to make arrangements for acceptance of the prize.

#### 7. Competition Prizes

- 7.1 **Dream Boat Competitions:** Dream Boat are comprised of numerous boats. For the avoidance of doubt, each ticket will enter you into the the Competition stated on the ticket. Please also note the following:
- (a) During the course of a Competition, if due to circumstances beyond the Promoter's control, the Promoter is unable to provide the stated Prize, the Promoter reserves the right to award a cash alternative equal to 80% of the value of all tickets sold for that Competition.
  - (b) The Competition Winner will be responsible for all expenditure including but not limited to; mooring fees, transportation, insurances, taxes, surveys, fuel, maintenance, servicing, repairs, and movement costs upon completion of handover.
  - (c) **Dream Boat Cash Alternative:** Should a Dream Boat sell elsewhere during a competition, the Dream Boat Competition Cash Alternative can be claimed. The Cash Alternative is 80% of the total revenue of accumulated ticket sales from the entered Competition.

## **8. Winners' Personal Data**

- 8.1 Acceptance of the prize by the Winner will mean they are required to have their photo and video taken by the Promoter for promotional purposes (Public Relations and Marketing), both immediately after their win and in the future for use in accordance with rule 6.2, unless prohibited by law.
- 8.2 By entering a Competition, you agree to the use of your name, address, and/or photograph or other likeness, as well as your appearance at publicity events without any additional compensation (save for reasonable travel expenses) and as required by the Promoter if you are declared a Winner.

## **9. Limits of Liability**

- 9.1 The Promoter makes no representations or warranties as to the quality/suitability of any of the goods or services offered as prizes. Except for liability for death or personal injury caused by the negligence of the Promoter, the Promoter shall not be liable for any loss suffered or sustained to person or property including, but not limited to, consequential (including economic) loss by reason of any act or omission by the Promoter, or its servants or agents, in connection with the arrangement for supply, or the supply, of any goods by any person to the prize Winner(s) and, where applicable, to any family/persons accompanying the Winner(s), or in connection with any of the Competitions promoted by the Promoter.

## **10. Electronic Communications**

- 10.1 No responsibility will be accepted for failed, partial or garbled computer transmissions, for any computer, telephone, cable, network, electronic or internet hardware or software malfunctions, failures, connections, availability, for the acts or omissions of any service provider, internet accessibility or availability or for traffic congestion or unauthorised human act, including any errors or mistakes. The Promoter shall use its best endeavours to award the prize for a Competition to the correct Entrant. If due to reasons of hardware, software or other computer related failure, or due to human error the prize is awarded incorrectly, the Promoter reserves the right to reclaim the Competition prize and award it to the correct Entrant, at its sole discretion and without admission of liability.
- 10.2 The Promoter reserves the right at its sole discretion to extend the closing date of any competition, if for any reason any aspect of the competition is not capable of running as planned, including by reason of infection by computer virus, network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or any cause beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of the Competition. The Promoter may in its sole discretion cancel, terminate, modify or suspend a Competition, or invalidate any affected entries. In the event that the Promoter closes a Competition early, the Winner may be selected from all valid and eligible Entries received by the Promoter prior to the date of closure, except that the Promoter reserves the right, at its sole discretion, to close a Competition early without selecting a Winner.
- 10.3 The Promoter shall not be liable for any economic or other consequential loss suffered or sustained to any persons to whom an award has been incorrectly made, and no compensation shall be due. The Promoter shall use its best endeavours to ensure that the software and website(s) used to operate its Competitions perform correctly and accurately across the latest versions of popular internet, tablet and mobile browsers. For the avoidance of doubt, only the ticket coordinates recorded in our systems, howsoever displayed or calculated, shall be entered into the relevant Competition and the Promoter shall not be held liable for any competition entries that occur as a result of malfunctioning software or other event. Competition coordinates may be checked at any time by accessing your account at [botb.com](http://botb.com).

## **11. Data Protection Notice**

- 11.1 Any personal data that you supply to the Promoter or authorise the Promoter to obtain from a third party, for example, a credit card company, will be used by the Promoter to administer the Competition and fulfil prizes where applicable. In order to process, record and use your personal data the Promoter may disclose it to (i) any credit card company whose name you give; (ii) any person to whom the Promoter proposes to transfer any of the Promoter's rights and/or responsibilities under any agreement the Promoter may have with you; (iii) any person to whom the Promoter proposes to transfer its business or any part of it; (iv) comply with any legal or regulatory requirement of the Promoter in any country; and (v) prevent, detect or prosecute fraud and other crime. In order to process, use, record and disclose your personal data the Promoter may need to transfer such information outside the United Kingdom, in which event the Promoter is responsible for ensuring that your personal data continues to be adequately protected during the course of such transfer.

## **12. Promoter**

- 12.1 Dreamboat Competitions Ltd, 43 Brickbarns, Great Leighs, Chelmsford, Essex, England, United Kingdom CM3 1JJ, email: [payments@dreamboatcompetitions.co.uk](mailto:payments@dreamboatcompetitions.co.uk) Web: [www.dreamboatcompetitions.co.uk](http://www.dreamboatcompetitions.co.uk). A list of winners and their home town will be available for one (1) month after the end of each Competition by sending an email to the Promoter.