

Business Terms & Conditions

Promoter's Name: You Win Competitions Limited (registered company number 121104490)

STANDARD COMPETITION TERMS

1. Qualifying Persons

1.1 You Win Competitions Limited ('Promoter'), conducts various competitions ("the Competitions"), resulting in prizes being allocated in accordance with these business terms and conditions on the website www.youwincompetitions.co.uk (the 'Website'), in respect of which these business terms and conditions will apply.

1.2 The Competitions are available to all persons aged 16 years and over who are residents in the United Kingdom. Employees of the Promoter or any persons connected with the Promoter (by reason of family, professional or commercial association) are not permitted to enter any Competitions listed on the Website.

1.3 The Promoter reserves the right to terminate a Customer's account at any time, if they believe the Customer is abusing the services, being abusive or aggressive to other Customers or staff or the Promoter believes that it is not genuinely the Customer who is entering the Competition.

1.4 The Promoter also reserves the right to refuse a Customer's entry at the Promoter's own entire discretion.

2. Legal Obligations

2.1 By entering a Competition the entrant ('Entrant', meaning also 'you' and 'your(s)') will be deemed to have the requisite legal capacity to do so, you confirm you have read and understood these business terms and conditions and that you are bound by them and by any other conditions set out in any of the Promoter's related promotional material.

2.2 Competitions are governed by the laws of England and any matters or disputes relating to the Competition will be determined under English Law, in respect of which the Courts of England shall have exclusive jurisdiction.

2.3 In the event of you participating in a Competition online via the Website, by accepting these business terms and conditions you confirm that you are not breaching any laws in your country of residence regarding the legality of you entering our Competitions. The Promoter will not be held liable in any way in respect of any Entrant entering any of our Competitions unlawfully. If in any doubt you should immediately leave the Website and check your position with the relevant authorities in the relevant country in which you resident.

3. Competition Entry

3.1 You may enter Competitions via the Website. Multiple Competitions may be operated by the Promoter at any one time and each Competition will have specific prize.

3.2 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 obligation imposed upon you to pay to enter any Competition as each Competition has a free entry route available – please see rule 13 below, for details of free entry. The availability of a free entry route for 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 the UK without any need for a licence.

3.3 Your You Win Competitions Limited Account(s): In order to enter a Competition, you will need to register an account with us. (a) You can register an account online – in order to do so you will be requested to provide an email address or sign in via a social media account, such as Facebook, Twitter or Gmail ('Social Media Account'). Please note you are only permitted to register one account with us. Under no circumstances must an Entrant register or attempt to register more than one account with us. Failure to observe this obligation, will result in immediate disqualification. Further in the case of a free Prize draw, the Promoter will only accept one entry per account.

3.4 When playing a Competition online via the Website, please follow the on-screen instructions to: (a) select the Competition you wish to enter and when you are ready to purchase your Ticket(s), provide your contact and payment details. You will need to carefully check your details and then tick the declaration, confirming you have read and

understood the Competition business terms and conditions; (b) once you have purchased your Tickets, play the Challenge when your payment has cleared, we will then contact you by email to confirm your entry into the Competition. Please note that when entering online/or by post you will not be deemed to have been entered into the Competition until we confirm your Ticket(s) order back to you by email.

3.5 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 our business terms and conditions.

3.6 All Entries become the Promoter's property to the full extent allowed by applicable law and will not be returned by the Promoter.

3.7 The Entrant is permitted to enter the Competitions up to the amount of 5 entries, per each Competition.

3.8 The Competition is deemed to close when the last number is taken, no further entries after this time will be accepted.

3.9 All Entrants (including those entering free of charge) must create an account prior to entering, and are required to supply an email address to proceed in the Competition.

4. Promotion Periods

4.1 Each Competition will operate for a specified period of time. Please see each Competition for details of commencement and finishing times and dates ('Promotion Period(s)').

5. Competition Judgment

5.1 You Win Competitions Limited operate a 100% guaranteed random spinning ball machine ("the RSBM") which will determine the winner of each Competition. The number of Entrants who have entered the Competition will determine how many numbers will be entered into the RSBM, this being operated with a minimum of 50 balls and a maximum of 2000 balls. All Competitions will be live streamed – in such manner as determined from time to time by the Promoter.

5.2 Due to selection of the winner being undertaken by the RSBM, there will only be one winner per Competition.

5.3 The Promoter will endeavour to contact Winner(s) using the telephone numbers and email address provided at the time of Entry (or as subsequently updated) and held by the Promoter securely in our database. However, it is the Entrant's sole responsibility to check and update these details. If for any reason details are inputted or recorded incorrectly, the Promoter will not be held responsible for any consequences of whatever nature and howsoever arising. Entrants must therefore carefully check with the Promoter that their contact details have been recorded accurately.

5.4 If for whatever reason the Promoter is unable to contact a Winner within 21 days (which period can be extended at the sole discretion of the Promoter) immediately following the end of a Competition or the Winner fails to confirm acceptance of the Prize or the Winner is disqualified as a consequence of not complying with or contravening any of these business terms and conditions, the Winner will automatically forfeit the Prize and the Prize will remain in the possession and ownership of You Win Competitions Limited.

5.5 In the event of the Promoter (for whatever reason) closing a Competition early, the Winner will be selected from all valid and eligible Entries received by the Promoter prior to the date of closure, save that the Promoter reserves the right, in its sole discretion, to close a Competition early without selecting a Winner. If a Competition is closed without selecting a Winner, the Promoter will provide all entrants with Game Credit to enable them to replay equivalent tickets in a subsequent Competition. The Promoter also reserves the right in its sole discretion to extend the closing date of any Competition.

5.6 All Entrants are automatically entered onto the Promoter's database for the purpose of conveying information regarding the status of their Competition, as well as any future Promotions or Competitions which are offered by the Promoter.

5.7 The Competitions can have time added on up to 2 times at a maximum of 7 days per time. If the Competition is not sold out after the 4th timer running out, then the Prize

that will be awarded will be a 70% cash prize for the amount of money taken during this Competition. Only the Competition entrants will be entered into the draw.

6. Winner's Details

6.1 All Prize Winners must show proof of their identification on delivery of the prize. Any failure to comply with this obligation may result in the Winner being disqualified and the Promoter retaining the prize.

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 and by entering the Competition, all such winners are deemed to have given their consent.

6.3 Following receipt and verification of the details requested above by the Promoter and the Winner having satisfied the requirements of the Promoter's business terms and conditions, the Winner(s) will be contacted in order to make arrangements for delivery of the prize.

7. Competition Prizes

7.1 You Win Competitions Limited prizes are determined, selected and owned by the Promoter from the date of the Competition going live on the Website to the date that the Winner receives the Prize. All prizes are picked and purchased by the Promoter and allocated by the Promoter in accordance with these business terms and conditions to the Winner. Details of each available prize can be found on the Website on the Competitions pages. You Win Competitions Limited take no responsibility for the prize awarded after delivery, once the winner receives the prize the Promoter does not insure the prize. No insurance comes with the prizes and the Promoter cannot be held responsible for the prize once handed over to the Winner.

7.2 Delivery to the winner is free. The promoter has a right to charge the winner delivery fees if they want the prize delivered anywhere other than the Winner's address in the United Kingdom.

7.3 All entrant expenses to collect the Prize are the sole responsibility of the Winners.

7.4 All prizes are subject to the business terms and conditions of the Promotor prize as well as the provider, manufacturer or supplier.

7.5 Each Prize must be accepted as awarded and is non-transferable or convertible to other substitutes and cannot be used in conjunction with any other vouchers, offers or discounts, including without limitation any vouchers or offers of the Promoter or other prize suppliers.

8. Storage

The Promoter may store the chosen Prize free of charge for 30 days after notifying the Prize Winner, at the end of which time the Prize will be delivered to the Winner. If the Prize needs to be stored by the Promoter for more than 30 days then this will be at the sole cost of the Winner. Storage costs must be paid direct to the Promoter before the Winner takes delivery of the Prize.

9. Winners' Personal Data

9.1 Acceptance of the prize by the Winner means 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 the terms of paragraph 6.2, unless otherwise prohibited by law.

9.2 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 payment (save for reasonable travel expenses) and as required by the Promoter in the event of you being declared a Winner.

10. Limits of Liability

The Promoter gives no representations or warranties as to the quality/suitability/fitness for purpose 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 and for any other event, in respect of which liability cannot be excluded by law, 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.

11. Electronic Communications

No responsibility will be accepted for failed, partial or incomplete or unintelligible 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, failures or mistakes. The Promoter will use their reasonable 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 to award it to the correct Entrant, at its sole discretion and without admission of liability. In the event that the Promoter closes a Competition early, the Winner will 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, in 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 Game Credit to enable them to replay equivalent tickets in a subsequent competition as per paragraph 5.5 above. The Promoter also reserves the

right in its sole discretion to extend the closing date of any Competition. 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 reasonable 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 recorded in our systems, howsoever displayed or calculated, shall be entered into the relevant Competition and the Promoter will not be held liable for any competition entries that occur as a result of malfunctioning software or other event.

12. Data Protection Notice

Any personal data that you supply to the Promoter or authorise the Promoter to obtain from a third party, by way of example (and not limitation), 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.

13. To enter the competition for free

You must first of all create an account then send your Name, Address, Date of Birth, Email Address and Contact Phone Number on a postcard to You Win Competitions Limited, Unit 27 Oakham Drive, Sheffield, S3 9QX. The postcard must be received by

the Promoter before the Competition closing date. First or second- class postage must be paid for by you. Free entries are limited to one entry per competition per person per postcard. The Entrant must state which Competition they wish to enter and the Promoter will allocate a number at random. Where applicable these Business Terms and Conditions also apply to free Competition entries. Please note all free entries are processed on Monday in each week.