



## WEST WALES WINNERS

### COMPETITION TERMS AND CONDITIONS

This document sets out the terms and conditions that govern the draw to win a Prize as defined below (the **Competition**) run by West Wales Winners Ltd, being a company incorporated in England and Wales with company number 16453659 and registered office address 3 Dan Lan Road, Pembrey, Burry Port SA16 0UF, UK (**the Promoter, we, us, our**). By submitting an entry for the Competition, you agree to be bound to these terms and conditions.

#### 1 APPLICABILITY

- (a) The Promoter may offer or run various Competitions from time to time.
- (b) These terms and conditions apply to all Competitions run by the Promoter on <https://westwaleswinners.com> (**Website**) together with the Competition Details (as defined below).
- (c) Information on how to enter the Competition, details of any Prizes, and any third party terms and conditions which apply to a Prize, shall be set out on the Website and form part of these conditions (**Competition Details**).

#### 2 COMPETITION PERIOD

- (a) The start and end date for each Competition (together the **Competition Period**) shall be set out in the Competition Details.
- (b) The Promoter may extend the Competition Period.

#### 3 ELIGIBLE ENTRANTS

- (a) Subject to clause 3(b), entry is open to any person that:
  - (i) is residing in the United Kingdom; and
  - (ii) is 18 years of age or over,(**Eligible Entrant**).
- (b) Entry into the Competition is not open to:
  - (i) Employees of the Promoter;
  - (ii) employees of agents or suppliers of the Promoter, who are professionally connected with the competition or its administration; or
  - (iii) members of the immediate families or households of (i) and (ii) above.

#### 4 ACCOUNTS

- (a) You must open an account on our Website (**Account**) prior to the expiry of the relevant Competition Period to be an Eligible Entrant.
- (b) One Account per Eligible Entrant.
- (c) You warrant that any information you give to the Promoter in the course of completing the Account registration process will always be accurate, honest, correct and up to date.
- (d) The Promoter may, in its absolute discretion, suspend or cancel your Account for any reason, including for any failure to comply with these terms.

## 5 SUBMITTING AN ENTRY

- (a) All entries must be in English and must be received prior to the closing of the relevant Competition Period.
- (b) Our Competitions have both a free and paid entry route. To submit a “**Valid Entry**” an Eligible Entrant must either:
  - (i) **Paid Entry Route:** Submit your entry using the functionality the Website and pay the applicable entry fee as set out in the Competition Details (**Entry Fee**); or
  - (ii) **Free Entry Route:** Submit your entry by first or second class post to the Promoter at the following address: 3 Dan Lan Road, Pembrey, Burry Port SA16 0UF, UK (**Promoter Address**) with the following information:
    - (A) the name or details of the Competition you wish to enter;
    - (B) your full name;
    - (C) your residential address; and
    - (D) a contact telephone number and email address (which must be the same email address used to create your Account).
- (c) Please note that whilst the free entry route is at no additional cost to you to enter, you will be responsible for payment of the postage (at ordinary first or second class rates) to the Promoter Address. Hand delivered entries will not be accepted.
- (d) Once the Eligible Entrant has submitted a Valid Entry in accordance with clause 5(b) the entry will be taken to have been officially accepted by the Promoter as a valid entry. Once an entry has been accepted, no changes to or withdrawal of the entry will be permitted.
- (e) The use of script, macro or any automated system to enter the Competition is prohibited and entries made (or which appear to have been made) using any such system may be treated as void. Any illegible, incomplete or fraudulent entries will be rejected.
- (f) We reserve the right to set a maximum number of entries which may be submitted to the Competition (**Maximum Participants**). Where we set a Maximum Participants, this will be stated in the Competition Details. If the number of Valid Entries received by the Promoter reaches the Maximum Participants, any subsequent Valid Entries you submit may be excluded.
- (g) Subject to clauses 5(f) and 5(g), Eligible Entrants may submit as many Valid Entries as they wish during the Competition Period.
- (h) Bulk entries (being multiple Valid Entries received at once, for example in the same posted entry) shall be treated as a single entry.
- (i) We reserve the right to reject any entries which do not comply with these terms, including excluding any entries by entrants who have not complied with these terms. We are not responsible for any entries which are not Valid Entries or which are disqualified, lost or delayed (including as a result of any errors in the Website of any kind).

## 6 PAYMENT PROVIDERS

- (a) We may use third-party payment providers (**Payment Providers**) to collect payments on our Website, including but not limited to any entry fees. The processing of payments by the Payment Provider will be, in addition to these terms, subject to the terms, conditions and privacy policies of the Payment Provider and we are not liable for the security or performance of the Payment Provider. We reserve the right to correct, or to instruct our Payment Provider to correct, any errors or mistakes in collecting your payment.
- (b) Our Payment Provider is Cashflows and their terms of service shall apply to you – which is available here: <https://www.cashflows.com/legal/paycheckout-acquiring-services>.



## 7 DRAW

- (a) The Competition will be run for the Competition Period, and a draw will be run on or after the End Date, where via completely random means, one of the Eligible Entrants will be selected as the winner (**Winner**).
- (b) The Winner will be notified via email to the email address provided by the Entrant when they entered the competition (**Notification**). The Promoter reserves the right to call the Winner to notify them.
- (c) The Promoter will confirm that the draw took place and a Winner was determined by either:
  - (i) Publishing the surname and county of the Winner(s) on the Website; or
  - (ii) Confirming the details of the Winners to any person who requests the name of the Winners within 1 month after the end of the Competition Period in writing to the Promoter's Address (enclosing a self-addressed envelope).

## 8 PRIZE

- (a) The prize that will be given to the Winner of a Competition is as set out in the Competition details from time to time (**Prize**).
- (b) Third party terms may apply to a Prize, which will be set out in the Competition Details (**Prize Third Party Terms**). By entering into the Competition, you agree that if you are a Winner that the Prize Third Party Terms will apply to you. If you do not accept the Prize Third Party Terms, do not enter the relevant Competition.
- (c) Entrants are responsible for conducting their own due diligence (at their own cost) on the Prize (including the Prize Third Party Terms) prior to submitting an entry into the Competition.
- (d) The Winner may be required to submit valid identification before receiving their Prize.
- (e) Subject to clauses 8(f) and 8(o), the Winner will receive their Prize within 2 weeks of their delivery address being confirmed by response to our email Notification.
- (f) Where the Prize includes a service, the Prize shall be provided at a time mutually agreed between the Winner and the party providing the service.
- (g) All taxes and local government fees (excluding VAT) that may be payable as a consequence of receiving the Prize are the sole responsibility of the Winner.
- (h) The Prize is as stated and is non-exchangeable, non-transferable and is not redeemable for cash or credit under any circumstances, except where agreed in writing by the Promoter.
- (i) Where a Prize is a cash prize or is redeemable for cash (**Cash Prize**) the Cash Prize will be paid in British Pounds (GBP) directly to the Winner's nominated bank account (provided such account is with a UK bank). The Winner is solely responsible for paying any fees and/or taxes in respect of receiving the Cash Prize. In the event that the Promoter is required to deduct, withhold or pay any taxes to HMRC in respect of a Cash Prize payable to the Winner, the Winner agrees and authorises the Promoter to do so.
- (j) The Promoter does not accept any responsibility and is not liable to pay any compensation if you are unable to or do not take up the Prize.
- (k) The Winner must follow all safety warnings and instructions for use of the Prize.
- (l) the Promoter is not liable for any loss or damage (even if caused by negligence) as a result of any winner accepting and/or using the Prize, except for any liability which cannot be excluded by law.
- (m) Eligible Entrants acknowledge that the Promoter makes no promise or guarantee regarding the suitability of the Prize. If the Winner has an issue or complaint with any

organisation associated with the Prize, the Promoter is not responsible for resolving the issue (though they may choose to do so).

- (n) In the event that any part of the Prize becomes unavailable for reasons beyond the Promoter's control, the Promoter may, at its absolute discretion, substitute the Prize (or the relevant part of the Prize) with a prize of equal or greater value.
- (o) If the Prize is for real property such as a house or land (**House or Land Prize**), the Winner will be required to enter into a legally binding contract with the Promoter or such other party supplying the House or Land Prize (**Supplier**), the terms of which shall be made available upon request and which are not negotiable. If the Winner refuses to accept such terms, they shall forfeit the House or Land Prize and the Promoter reserves the right to pass the House or Land Prize on to an alternate Winner. The date on which the House or Land Prize will be transferred to the Winner shall be as soon as reasonably practicable after the Competition Period has ended, and the Winner acknowledges and agrees that this may be delayed due to the nature of the House or Land Prize.
- (p) If the Prize is a vehicle (**Vehicle Prize**):
  - (i) the Promoter will, unless otherwise stated, ensure the Vehicle Prize comes with a valid MOT (if required), however no other registrations or insurances shall be supplied;
  - (ii) the Winner is solely responsible for all taxes and fees required to legally register and use the Vehicle Prize, including but not limited to any insurance;
  - (iii) the Promoter has no responsibility for the Vehicle Prize once it has been delivered to the Winner. The Winner is solely responsible for complying with all relevant laws and regulations relating to the Vehicle Prize, its operation and use; and
  - (iv) the Winner is responsible for ensuring they have the necessary licences, qualification, knowledge and experience to operate the Vehicle Prize safely and legally.

## 9 UNCLAIMED PRIZES

- (a) the Promoter will use its best endeavours to contact the Winner of the Prize using the contact details provided with the Valid Entry. However, the Promoter will not be liable for the Winners' failure to receive a Notification of winning if they provided incorrect contact details or their security settings caused the Notification to enter the spam, junk or 'message requests' folder.
- (b) If the Winners fail to comply with the instructions in a written Notification on claiming the Prize, the Winner's entry will be disqualified, and they will not be entitled to the applicable Prize.
- (c) Winners will have 7 business days to respond to the Notification with a message confirming their delivery address otherwise they will forfeit the Prize.
- (d) If the Winner has not claimed their Prize within 7 days of receiving the Notification, the Promoter reserves the right to conduct a further random draw or select an alternative winner.

## 10 USE OF ELIGIBLE ENTRANTS' PERSONAL INFORMATION

- (a) Personal information including Eligible Entrants' names and email address, will be collected and processed for the purpose of conducting this Competition.
- (b) Eligible Entrants' name, email address, postal address, phone number and date of birth and any other personal information reasonably required by the Promoter from their entry to the Competition will be collected and stored by the Promoter and held in accordance with our Privacy Policy. A copy of the Promoter's privacy policy is available here

bit.ly/43AFFZ7. The privacy policy contains information about how individuals may access or correct personal information or make a privacy related complaint.

- (c) The Promoter may publish the winning ticket number, surname and county of a Winner on their Website or make available to such persons who request it as set out in clause 7(c). If you do not wish for your personal data to be used in such way, you must notify us in writing.
- (d) The Promoter may be required to disclose Eligible Entrant's personal data to third parties, including local regulatory authorities and the Promoter's agents or third-party service providers for the purposes of conducting the Competition or for promotional and marketing purposes, including on social media (**Purpose**).
- (e) By entering this Competition, the Eligible Entrants consent to the use of their personal information for the Purpose, and that the Promoter may contact them for future marketing purposes without payment.
- (f) the Promoter may request the Winners to participate in publicity, photography and any other promotional activity as the Promoter reasonably require without any compensation. The Winner is entitled to decline such request.
- (g) Eligible Entrants may access, change and/or update their personal information by emailing the Promoter at [westwaleswinners@gmail.com](mailto:westwaleswinners@gmail.com).

## 11 LIABILITY

- (a) To the maximum extent permitted by applicable law, the Promoter excludes completely all liability to any person for loss or damage of any kind, however arising whether in contract, tort (including negligence), statute, equity, indemnity or otherwise, arising from or relating in any way to the Competition or the Prize. This includes the transmission of any computer virus.
- (b) All express or implied representations and warranties are, to the maximum extent permitted by applicable law, excluded.
- (c) To the extent that the provisions of any applicable law shall impose restrictions on the extent to which liability can be excluded under these terms including, for the avoidance of doubt, the provisions of sections 3, 6 and 11 of the Unfair Contract Terms Act 1977 in the UK (and its equivalent in any other jurisdiction) relating to the requirement of reasonableness, the exclusions set out in this clause shall be limited in accordance with such restrictions. However, any exclusions of liability that are not affected by such restrictions shall remain in full force and effect.
- (d) Nothing in these terms shall exclude or limit a party's liability for fraud or intentional unlawful conduct by a party, or death or personal injury resulting from a party's negligence.

## 12 FORCE MAJEURE

- (a) If the Promoter becomes unable, wholly or in part, to carry out an obligation under this agreement (other than an obligation to pay money) due to a Force Majeure Event, the relevant obligation will be suspended during the Force Majeure Event to the extent that it is affected by the Force Majeure Event.
- (b) For the purposes of this agreement, a 'Force Majeure Event' means any:
  - (i) act of God, lightning strike, meteor strike, earthquake, storm, flood, landslide, explosion or fire;
  - (ii) strikes or other industrial action outside of the control of the Promoter;
  - (iii) war, terrorism, sabotage, blockade, revolution, riot, insurrection, civil commotion, epidemic, pandemic; or

- (iv) any decision of a government authority in relation to COVID-19, or any threat of COVID-19 beyond the reasonable control of the Promoter, to the extent it affects the Promoter's ability to perform its obligations.

### 13 GENERAL CONDITIONS

- (a) the Promoter accepts no responsibility for late, lost or misdirected entries or other communications.
- (b) Should an Eligible Entrant's contact details change during the Competition Period, it is the Eligible Entrant's responsibility to notify the Promoter by email to [westwaleswinners@gmail.com](mailto:westwaleswinners@gmail.com) or by updating their Account. An Eligible Entrant should direct any request to access or modify any information provided as part of the redemption of a Prize to the Promoter.
- (c) the Promoter may at their absolute discretion request verification of any personal information of Eligible Entrants provided for the purposes of the Competition and arranging a Prize, including but not limited to verification of the ownership of any bank account details for payment of a Cash Prize.
- (d) the Promoter reserves the right to disqualify any individual who breaches these terms and conditions, or who is involved in any way in interfering or tampering with the fair and proper conduct of this Competition. Failure by the Promoter to enforce any of its rights does not constitute a waiver of those rights.
- (e) By entering this Competition, Eligible Entrants acknowledge and agree that these terms and conditions, the Competition and the consequences of receiving a prize may be subject to the terms and conditions of third-party service providers such as social media platforms, video platforms, payment providers and transfer companies (**Third Party Terms**). the Promoter will not be liable for any damage or loss suffered by the Eligible Entrants in connection with such Third Party Terms.
- (f) Nothing in these terms shall exclude or limit a party's liability for fraud or intentional unlawful conduct by a party, or death or personal injury resulting from a party's negligence.
- (g) To the maximum extent that it is permitted to do so by law, the Promoter (including its officers, employees and agents) excludes all liability whether arising in tort (including without limitation negligence), contract or otherwise for any personal injury or any other loss or damage (including without limitation loss of opportunity or loss of profits) whether direct, indirect, incidental, special or consequential, arising in any way out of the Competition, including, without limitation:
  - (i) any theft, unauthorised access or third party interference;
  - (ii) any entry that is late, lost, altered, damaged or misdirected (whether or not after the receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter;
  - (iii) any variation in market value of the Prize to that stated in these terms and conditions;
  - (iv) any tax implications; and/or
  - (v) the Prize or any use of the Prize.
- (h) Eligible Entrants and winners of the Competition agree at all times to indemnify and hold harmless the Promoter and its officers, employees and agents (**those indemnified**) from and against any loss (including reasonable legal costs) or liability incurred or suffered by any of those indemnified where such loss or liability was caused by the Eligible Entrants and/or winners or their officers', employees' or agents':
  - (i) breach of any term of these terms and conditions; or
  - (ii) negligent, fraudulent or criminal act or omission.



- (i) the Promoter will not be liable for performance delays nor for non-performance due to causes beyond their reasonable control. If the Competition is not capable of running as planned, the Promoter reserves the right in its sole discretion to take any action that may be available to it, and to cancel, terminate, modify or suspend the Competition, or amend these terms and conditions, unless to do so would be prohibited by law.
- (j) These terms do not give rise to any rights under the *Contracts (Rights of Third Parties) Act 1999* to enforce any term of this agreement.
- (k) These terms and conditions are governed by the laws applying in England and Wales and you submit to the exclusive jurisdiction of the courts of England and Wales.