

TERMS AND CONDITIONS – PRIZE PROMOTIONS

COMPETITIONS AND PRIZE DRAWS

1 INTRODUCTION

- 1.1 The following are the terms and conditions (“**Terms and Conditions**”) for competitions (“**Competitions**”) and prize draws (“**Prize Draws**”) which are operated by Festival Republic Limited, company number 2948536, whose registered office is 2nd Floor Regent Arcade House, 19-25 Argyll Street, London, W1F 7TS (“**Our**”, “**Us**” and “**We**”).
- 1.2 For the purposes of these Terms and Conditions a “**Prize Promotion**” shall mean a Competition or a Prize Draw, as the context so requires.
- 1.3 Whether the Prize Promotion is a Competition or Prize Draw will be stated in or apparent from the Prize Promotion Notice (as defined below).
- 1.4 The Prize Promotions may be run on any of Our Prize Promotion pages as follows: (i) Our website, www.downloadfestival.co.uk (“**Website**”); (ii) Our Facebook page accessible at <https://www.facebook.com/Downloadfest> (“**Facebook Page**”); (iii) Our Twitter page accessible at <https://twitter.com/Downloadfest> (“**Twitter Page**”); and/or (iv) Our Instagram Page accessible at <http://instagram.com/downloadfest> (“**Instagram Page**”), (the “**Prize Promotion Pages**”).
- 1.5 Additional terms and conditions applicable to a Prize Promotion can be found, prior to you entering that Prize Promotion, on the post on the Prize Promotion Page relating to the Prize Promotion (“**Prize Promotion Notice**”). For any Prize Promotion, the Prize Promotion Notice relating to that Prize Promotion shall be deemed incorporated into these Terms and Conditions and in the event of any conflict, the terms of the relevant Prize Promotion Notice shall prevail.
- 1.6 These Terms and Conditions are in addition to Our privacy policy, accessible at <http://www.festivalrepublic.com/privacy-policy>, which governs how We may use the data We collect from you.
- 1.7 In addition to these Terms and Conditions, you hereby agree to comply with the following policies of Facebook, Twitter and Instagram (as applicable): <https://www.facebook.com/legal/terms>; <https://twitter.com/tos>; <http://instagram.com/legal/terms/>.

<https://www.facebook.com/legal/terms>

<https://twitter.com/tos>

<http://instagram.com/legal/terms/>
- 1.8 A Prize Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook, Twitter or Instagram and if you enter a Prize Promotion, You release Facebook, Twitter and Instagram from any and all liabilities in connection therewith (if and as applicable).
- 1.9 Please read these Terms and Conditions carefully. These Terms and Conditions set out who can enter a Prize Promotion, how a Prize Promotion will be run and the circumstances in which We may withhold all or part of any Prize and/or disqualify you. By submitting an entry for a Prize Promotion, you agree to be bound by these Terms and Conditions. Any amendments or cancellations to these Terms and Conditions will be posted on the relevant Prize Promotion Page.
- 1.10 We reserve the right to disqualify you from a Prize Promotion and/or report, remove or block you from (or remove your entry or comment from) the relevant Facebook Page/Twitter Page/Instagram Page if your entry or any comment from you is, or may reasonably be considered to be, defamatory, offensive, libellous, hateful, racially or religiously biased or offensive, unlawfully threatening or unlawfully harassing to any individual, partnership, corporation or entity or if We have reasonable grounds to believe that you have breached any of these Terms and Conditions.

2 ELIGIBILITY

2.1 To enter a Prize Promotion you must:

- (a) be resident in the United Kingdom;
- (b) be able to comply with all the Terms and Conditions; and
- (c) be at least 14 years old, unless expressly stated otherwise in the relevant Prize Promotion Notice (under 16s must have parental consent to enter a Prize Promotion and proof of consent may be requested by Us).

You must not be an employee, agent or a director of, or a member of the family of an employee, agent or director of:

- (a) Us or any of Our associated companies or subsidiaries; or
- (b) any advertising agency or web company connected with Us.

2.2 Unless stated otherwise in the relevant Prize Promotion Notice, you can only enter a Prize Promotion once. No third party entries, bulk entries or entries submitted by agents will be accepted.

3 PRIZE PROMOTION AND ENTRY REQUIREMENTS

- 3.1 Entries to a Prize Promotion must be received by Us between the dates and times specified on the relevant Prize Promotion Notice. If no start date is stated in the relevant Prize Promotion Notice, the default start date shall be the date on which the Prize Promotion Notice goes live. Any entries which are received outside this period shall not be considered regardless of the reason.
- 3.2 To enter a Prize Promotion, you need to follow the instructions set out in the relevant Prize Promotion Notice.
- 3.3 If entering via Our Twitter Page, please do not tweet or re-tweet more than once. We reserve the right to disqualify any entrant who tweets or re-tweets more than once.
- 3.4 There is no charge to enter a Prize Promotion; however, standard mobile data and internet connection charges may apply.
- 3.5 We shall be entitled to disqualify any entry which We believe (i) has been copied from elsewhere; (ii) is defamatory, indecent or violates any third party's rights, is offensive, unlawful, obscene, threatening, pornographic, harassing, hateful, racially or ethnically offensive, promotes political positions or actions, encourages conduct that would be considered a criminal offence, gives rise to civil liability, violates any law or is otherwise inappropriate, or contains advertisements or solicitations of business; (iii) includes false or misleading information; or (iv) otherwise breaches these Terms and Conditions. In particular, if we have grounds to suspect any entrant or third party of cheating, deception or fraudulent or unsportsmanlike conduct of any kind (including, without limitation, manipulating the promotion, choice of prize winner(s) or any entry or establishing multiple accounts in order to gain multiple entries where the number of entries is limited or purchasing votes directly or indirectly where there is a voting mechanism), We reserve the right (in Our sole discretion) to disqualify any entrant, entry or person We reasonably believe to be responsible for, or associated with, such activity.
- 3.6 We cannot be held responsible for entries which are lost or corrupted or for any entries to a Prize Promotion which We do not receive as a result of any technical error, however caused. In addition We cannot accept any liability for any difficulties experienced in submitting an entry. Proof of entry or submission will not be proof of receipt by Us.

4 JUDGING/SELECTION OF WINNER

- 4.1 In respect of Competitions, We will review all entries received by Us which comply with these Terms and Conditions and an independent person will either:
- (a) select the best entry/entries, in his/her opinion, as the winner/winners if a Prize Promotion requires a judgment. Any judging criteria specified in the relevant Prize Promotion Notice shall apply; or
 - (b) select the winner/winners at random from a ballot of all entries with the correct answer.
- 4.2 In respect of Prize Draws, an independent person will select the winner/winners at random from:
- (a) all entries received by Us; or
 - (b) in the case of where a simple question is asked (but the Prize Promotion is considered to be a Prize Draw and not a Competition) a ballot of entries with the correct answer,
- which comply with these Terms and Conditions.
- 4.3 Any person selected pursuant to condition 4.1 or condition 4.2 shall be a "Winner".
- 4.4 The Winner/s will be notified within a reasonable time after the closing date via at least one of the following methods: via the relevant social network site, by email; by telephone; in writing; or as otherwise set out in the relevant Prize Promotion Notice.
- 4.5 If We notify you that you have been selected as a Winner and you do not acknowledge such notification within five (5) days or such other time as stated in the relevant Prize Promotion Notice, We shall be entitled to withdraw your selection as a Winner and We shall have the right to select an alternative Winner in Our absolute discretion.
- 4.6 We reserve the right to verify the eligibility of entrants. We may request such information as we consider reasonably necessary for the purpose of verifying the eligibility of an entrant and prizes may be withheld unless and until We are satisfied with the verification.

5 PRIZE

- 5.1 Subject to these Terms and Conditions, each Prize Promotion prize will be specified in the relevant Prize Promotion Notice ("**Prize**").
- 5.2 At Our option, We may either send the Prize to the Winner/s by first class post or make the Prize available for the Winner/s to collect at a place reasonably selected by Us (upon presentation of valid identification), provided that that Winner has complied with his/her obligations under these Terms and Conditions.
- 5.3 There are no Prize substitutions or cash alternatives and the Prize is not transferable.
- 5.4 Third party terms and conditions apply to parts of the Prizes where applicable.
- 5.5 Where for reasons outside of Our reasonable control We are unable to deliver to a Winner the whole or any part of the Prize We shall have the right to decide on and substitute all or part of the Prize offered for an alternative prize which We reasonably nominate.
- 5.6 In relation to Prizes in the form of tickets for an event, the details of the Prize shall be as printed on the tickets and the Winner of that Prize shall (along with any permitted companion), in addition to these Terms and Conditions, be bound by any terms and conditions applicable to such tickets (including, without limitation, the ticket terms and conditions and venue rules).
- 5.7 Unless otherwise expressly stated in the relevant Prize Promotion Notice, the Winner/s (and any permitted companion/s) will be solely responsible for their own accommodation and travel and any and all other expenses

incurred in connection with that Winner's Prize. We assume no responsibility and are not liable for any costs, charges or expenses which the Winner/s (and any permitted companion/s) may be required to pay at any time in connection with their Prize.

6 WINNER

You agree that if you are a Winner:

- (a) you consent to Us using your name and/or image in Our publicity for the Prize Promotion and in such promotional materials as We see fit whether now or in the future, anywhere in the world;
- (b) you agree that We will be the owner of any intellectual property rights in your entry and to this end you will assign to Us, with full title guarantee, all intellectual property rights in your entry (if applicable);
- (c) you will waive all moral rights in your entry;
- (d) you consent to the exploitation by Us (or any third parties We authorise) of your entry in any way We see fit and in any media;
- (e) you agree that you will not be entitled to any payment for such use; and
- (f) you will sign such documents as We reasonably request to confirm this.

7 FINAL DECISION

- 7.1 In all matters Our decision will be final and no correspondence or discussion shall be entered into with you or any other party on your behalf regarding the process or details of such decision.

8 LIMITATION OF LIABILITY

- 8.1 We cannot be held responsible for any costs incurred by you in entering a Prize Promotion (whether or not such entry is successful) or in relation to you taking part in a Prize Promotion.
- 8.2 We shall not be responsible for any losses you suffer as a result of Our breach of these Terms and Conditions unless those losses were reasonably foreseeable to both you and Us at the date you enter a Prize Promotion.
- 8.3 For the avoidance of doubt, We shall not be liable to you, in contract, tort (including, without limitation, negligence) or otherwise in connection with a Prize Promotion for:
- (a) loss of revenues, profits, contracts, business or anticipated savings or loss of data; or
 - (b) any loss of goodwill or reputation; or
 - (c) any special or indirect or consequential losses,
however caused.
- 8.4 Nothing in these Terms and Conditions shall exclude or limit Our liability:
- (a) for death or personal injury resulting from Our negligence or a deliberate act or omission of Us or any of Our officers, employees or agents;
 - (b) for fraud or fraudulent misrepresentation; or
 - (c) to the extent that liability cannot by law be excluded or limited.

- 8.5 We shall not be liable for any damages or losses as a result of failure by Us to deliver a Prize Promotion, Prize or any other prizes as a result of any circumstances outside of Our direct and reasonable control including, but not

limited to, as a result of a server failure (including but not limited to access delays or interruptions, data non-delivery or mis-delivery), any act(s) of God, war or terrorism, breaches of security or unauthorised use of personal data arising from hacking and/or failure or lack of reception of telephone or mobile telephone networks.

9 YOUR LIABILITY TO US AND YOUR STATUTORY RIGHTS

- 9.1 You agree to fully indemnify Us in respect of all liabilities, damages, claims, actions, expenses (including reasonable legal fees), demands or costs incurred by Us as a result of any breach by You of the Terms and Conditions.
- 9.2 Nothing contained in these Terms and Conditions shall affect any statutory rights which you may be entitled to as a consumer.

10 YOUR DATA

- 10.1 Your personal data shall be used solely in accordance with the current data protection legislation and in accordance with Our privacy policy (available via the hyperlink at condition 1.6 above) which governs Our use of the personal data We collect from you.

11 GOVERNING LAW

- 11.1 These Terms and Conditions are governed by and construed in accordance with English Law and any dispute arising from them shall be subject to the exclusive jurisdiction of the English Courts.

12 ENQUIRIES

- 12.1 For all enquiries, comments, feedback or further information please contact *info@downloadfestival.co.uk*
- 12.2 The name/s of the Winner/s will be made available on receipt of a stamped self-addressed envelope by Us.
- 12.3 All enquiries regarding a Prize Promotion (including requests for a list of Winner/s) must be received by Us within 28 days of the closing date of the Prize Promotion as set out in the relevant Prize Promotion Notice.