

## NEW C4 CACTUS FACEBOOK PRIZE GIVEAWAY COMPETITION TERMS AND CONDITIONS © PENDRAGON PLC 2018

### GENERAL TERMS AND CONDITIONS

The following terms and conditions apply to the New C4 Cactus Facebook Prize Giveaway Competition featured on Evans Halshaw Facebook page @EvansHalshaw. These general terms and conditions should be read alongside, and are in addition to any specific terms which may be mentioned at point of interaction, in any promotion of, or messages about the competition on any platform ("interaction information"). If you do not agree with any of the terms and conditions then you should not take part in the competition. The Promoter reserves the right to amend these terms and conditions at any time without prior written notice. Any change will be posted on [www.evanshalshaw.com](http://www.evanshalshaw.com) website. It is your responsibility to ensure that you review these terms and conditions regularly to familiarise yourself with any changes.

### 1. ELIGIBILITY

- 1.1 The competition is open to all residents of the mainland United Kingdom (specifically excluding Northern Ireland and the Channel Islands) aged 21 years or over at the date of entry holding a clean driving licence.
- 1.2 Employees and members of their immediate families (including any live-in partner) of the Promoter and/or agencies associated with this prize competition including the provider of the Prize or any person connected with the administration or otherwise of the Prize are ineligible to enter, and any such entries shall be deemed to be invalid.
- 1.3 The Promoter reserves the right in its sole discretion to ask for evidence to verify the age, identity and/or eligibility of an entrant at any time, and to use any channels and methods available to carry out checks of any details provided. The Promoter may withhold collection or award of the Prize until it has received such evidence and failure to provide such evidence may result in forfeiture of the Prize or the refusal of the Promoter to award the same.

### 2. ENTRY

- 2.1 Only entries captured between [09:00am] on 20th April 2018 and [06:00pm] on 30th April 2018 will be classed as official entries.
- 2.2 In order to enter the competition, entrants must participate in Evans Halshaw Facebook competition by guessing the image location, commenting in post's comments, liking the post and filling out the required detail. All correct entries will enter the competition for a chance to win a weekend in the New C4 Cactus. The winner will be chosen at random.
- 2.3 In the event of any fault, mistake, misunderstanding or dispute concerning the correctness or acceptability of the entry given by entrants or relating thereto, or the operation of any part of the competition, the decision of the Promoter shall be final.
- 2.4 Entrants must enter the competition in the manner as prescribed at the event or as otherwise specified by the promoter from time to time.
- 2.5 Maximum of one entry per person during the competition period as specified in 2.1 above. No bulk, automated or third-party entries will be accepted and any such entries will be automatically invalid.

### 3. WINNER SELECTION AND CONTACT

- 3.1 The winner will be notified within a maximum of five days of the closing date of the competition. The winner will be contacted as soon as practicable on or after the closing date of the competition as stated in 2.1 above. Reasonable efforts will be made to contact a selected qualifying winner on the phone number provided when entering the competition or such other method of contact deemed appropriate by the Promoter in its sole discretion in the circumstances. If the winner cannot be contacted or successful contact is not made within 5 business days or if the winner fails to meet any of the eligibility requirements or is otherwise unable to comply with the terms and conditions, this may result in the forfeiture of the prize and the Promoter reserves the right to disqualify that entrant (without further liability to that entrant) and offer the Prize to another eligible entrant selected by the random-winner picking tool until a winner is found.
- 3.2 Any entrant and/or winner must comply with any directions given to him or her by the Promoter and/or their agents and with all relevant laws, rules and regulations, restrictions as applicable. Failure to comply with instructions, rules, restrictions, requirements, laws and guidelines may result in an invalid entry and/or forfeiture of the Prize.

## **4. LIABILITY**

4.1 Nothing in these terms and conditions restricts your statutory rights as a consumer.

4.2 Nothing in these terms and conditions shall exclude or limit the Promoter's liability for death or personal injury caused by their employee's negligence or for fraud.

4.3 Subject to 4.1 and 4.2 above, the Promoter does not accept responsibility for any fault, malfunction, damage, loss or disappointment suffered by you as an entrant or participant howsoever arising from participating in the competition or from accepting the Prize whether due to any error, omission or other cause by the Promoter.

4.4 Subject to 4.1 and 4.2, the Promoter reserves the right to amend any element of the competition beyond their reasonable control including but not limited to the unavailability of any competition entry platform before the closing date, or for strike, lock-out, labour dispute, illness, act of God, natural disaster, adverse weather conditions, war, riot, civil commotion, accident, epidemic or pandemic, malicious damage, fire, flood and/or storm, compliance with law or governmental order, rule, regulation or direction, breakdown or plant, machinery or transportation. The Promoter is not responsible for any loss or damage caused to you as a result of any of these occurrences.

4.5 The Promoter will not be liable to you or any person in the event that any entry is lost or not properly received, registered or recorded or where all or any part of the service relating to the competition is discontinued, modified or changed in any way.

4.6 You agree to reimburse the Promoter in respect of any damage suffered or losses incurred by the Promoter resulting from any claim made by a third party in each case in respect of any matter arising from your entry in the competition in breach of the terms and conditions or from your violation of any applicable law or regulation.

4.7 Subject to 4.1 and 4.2, the Promoter will not be liable to reimburse the cost or expenses incurred in making a competition entry.

## **5. PRIVACY AND DATA PROTECTION**

5.1 Information and data ("personal data") which is provided by you when you enter the competition will be held and used by the Promoter and their service providers in order to administer and fulfil the competition, prize and in connection with payments for entry into the competition.

5.2 The Promoter will not pass your personal data to third parties for marketing purposes unless you have provided explicit opt in consent.

5.3 Any personal data will be held in connection with the Promoter's privacy notice, available at: [www.evanshalshaw.com/terms-and-conditions/privacy-notice/](http://www.evanshalshaw.com/terms-and-conditions/privacy-notice/)

## **6. PRIZE**

6.1 The prize will consist of the exclusive use of a New C4 Cactus for a weekend ("Prize"). The weekend is classified as Saturday 9 am until Sunday 4 pm for bookings between 1st of May and 30th of June 2018. The use of the New C4 Cactus is limited to 500 miles per annum and the car cannot be taken abroad.

6.2 The Prize is subject to availability and to winner confirmation, i.e. Promoter has succeeded in contacting the winner and received confirmation of eligibility. The winner will be required to complete and enter into a solus vehicle hire agreement as provided by the Promoter before collection of the prize. In the event that the winner refuses to enter into a solus vehicle hire agreement and any other documentation required or requested by the Promoter before collection of the Prize, then the winner shall not be entitled to receive or otherwise collect the Prize. For the avoidance of doubt, the prize as defined in 6.1 is the only prize available in connection with this competition.

6.3 The Prize excludes all other costs and arrangements (including, but not limited to, the costs of travel to and from Evans Halshaw Citroën dealerships. The Promoter will not be held liable where such charges and/or expenses are incurred by the winner, and no refund or reimbursement will be made.

6.4. No cash equivalent or available prize will be given at the request of the winner and the Prize is nonexchangeable and non-transferable. However, the Promoter reserves the right to change the Prize due to circumstances beyond its control or if any part of the Prize otherwise becomes unavailable, and/or to offer an alternative prize. If for any reason the winner chooses not to take up the Prize, the Promoter reserves the right to ask the winner to confirm this in writing.

6.5. The Promoter may refuse to provide the Prize, or seek its recovery, in the event of non-entitlement under these terms and conditions or an entrant's breach of these terms and conditions, fraud or dishonesty, other criminal activity including but not limited to the use of technology which enables an entrant to evade applicable charges when entering the competition.

6.6 The Promoter will use its reasonable endeavours to make the prize available and useable by the winner on a mutually agreed long weekend unless stated otherwise. The Promoter or their agents will not be liable where the Prize has been lost or stolen, or is otherwise unusable, including, but not limited to cancellation as a result of force majeure (as more particularly set out in clause 4.4).

6.7 The winner of the competition may be required to participate in publicity. The Promoter (or any third party nominated by the Promoter) may exercise its sole discretion to use the competition winner's name and image and their comments relating to the competition experience for future promotional, marketing and publicity purposes in any media worldwide without notice and without any fee being paid.

## **7. GENERAL**

7.1 You agree that you do not have any commercial relationship, agreement or contract with the Promoter.

7.2 These terms and conditions are available in English only and shall be exclusively governed by, and construed in accordance with the laws of England and Wales.

7.3 The Promoter is Pendragon PLC and any Affiliate of the same. Affiliate means any subsidiary undertaking, associated undertaking or parent undertaking or any subsidiary undertaking or associated undertaking of such parent undertaking, and "Affiliates" shall be construed accordingly. "Subsidiary undertaking", "associated undertaking" and "parent undertaking" have the meanings given to such expressions by the Companies Act 2006 as in force at the opening date of the competition.