

DATED 16 May

2017

PRIZE COMPETITION TERMS AND
CONDITIONS



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Ref: **Marketing/Competition**

1. THE PROMOTER

The **Promoter** is: Stephens Scown LLP whose registered office address is Curzon House, Southernhay West, Exeter, Devon, EX1 1RS.

2. THE COMPETITION

2.1 The title of the competition is "Win 12 bottles of award winning Sharpham Wine".

2.2 Win the 12 bottles of award winning Sharpham Wine by providing your name, email address, and telephone number.

3. HOW TO ENTER

3.1 The competition will run from 09:00 BST on 17th May 2017 (the "**Opening Date**") to 18:00 BST on 19th May 2017 (the "**Closing Date**") inclusive.

3.2 All competition entries must be received by the Promoter by no later than 18:00 BST on the Closing Date. All competition entries received after the Closing Date are automatically disqualified.

3.3 To enter the competition entrants are required to fill in an entry form, which can be found at the Stephens Scown LLP stand at the Devon County Show, Westpoint Arena, Clyst St Mary, Near Exeter, EX5 1DJ by the Closing Date.

3.4 No purchase is necessary in order to enter the competition.

3.5 The Promoter will **not** accept responsibility for competition entries that are lost, mislaid, damaged or delayed in transit, regardless of cause, including, for example, as a result of any equipment failure or technical malfunction.

3.6 By submitting a competition entry, you are agreeing to be bound by these terms and conditions.

4. ELIGIBILITY

4.1 The competition is open to all residents in the UK aged 18 years or over, **except:**

4.1.1 Employees, consultants, directors or partners of the Promoter or its holding or subsidiary companies;

4.1.2 employees of agents or suppliers of the Promoter or its holding or subsidiary companies, who are professionally connected with the competition or its administration; or

4.1.3 members of the immediate families or households of the above.

- 4.2 In entering the competition, you confirm that you are eligible to do so and eligible to claim the prize. The Promoter may require you to provide proof that you are eligible to enter the competition.
- 4.3 The Promoter will not accept competition entries that are:
- 4.3.1 completed by third parties or in bulk;
 - 4.3.2 illegible, have been altered, reconstructed, forged or tampered with;
 - 4.3.3 photocopies and not originals; or
 - 4.3.4 incomplete.
- 4.4 There is a limit of one entry to the competition per person.
- 4.5 The Promoter reserves all rights to disqualify you if your conduct is contrary to the spirit or intention of the prize competition.
- 4.6 Competition entries, once submitted to the Promoter, cannot be returned.

5. **THE PRIZE**

- 5.1 The prize consists of 12 bottles of Sharpham Wine.
- 5.2 There is no cash alternative for the prize. The Promoter reserves the right at its absolute discretion to substitute the prize with a prize of equal or greater value.
- 5.3 The prize is not negotiable.

6. **WINNER ANNOUNCEMENT**

- 6.1 The winner of the competition will be announced on or before 2 June 2017 (**Announcement Date**).
- 6.2 The decision of the Promoter is final and no correspondence or discussion will be entered into.
- 6.3 The Promoter will contact the winner as soon as practicable after the Announcement Date, using the telephone number or email address provided with the competition entry. The Promoter will not amend any contact information once the competition entry form has been submitted.

7. **CLAIMING THE PRIZE**

- 7.1 Please allow 7 days for delivery of the prize to a mainland UK address.
- 7.2 The Promoter will make all reasonable efforts to contact the winner. If the winner cannot be contacted or is not available, or has not claimed their prize within 14 days of the Announcement Date, the Promoter reserves the right to offer the prize to the

next eligible entrant selected from the correct entries that were received before the Closing Date.

8. **LIMITATION OF LIABILITY**

Insofar as is permitted by law, the Promoter, its agents or distributors will not in any circumstances be responsible or liable to compensate the winner or accept any liability for any loss, damage, personal injury or death occurring as a result of taking up the prize except where it is caused by the negligence of the Promoter, its agents or distributors or that of their employees. Your statutory rights are not affected.

9. **DATA PROTECTION AND PUBLICITY**

9.1 If you are the winner of the competition, you agree that the Promoter may use your name, image and town or county of residence to announce the winner of this competition and for any other reasonable and related promotional purposes.

9.2 By entering the competition, you agree that any personal information provided by you with the competition entry may be held and used only by the Promoter or its agents and suppliers to administer the competition.

10. **GENERAL**

10.1 If there is any reason to believe that there has been a breach of these terms and conditions, the Promoter may, at its sole discretion, reserve the right to exclude you from participating in the competition.

10.2 The Promoter reserves the right to hold void, suspend, cancel, or amend the prize competition where it becomes necessary to do so.

10.3 These terms and conditions shall be governed by English law, and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.