

## PRIZE COMPETITIONS TERMS & CONDITIONS

MTF-Aquatics LTD (The Promoter)– [www.mtf-aquatics.co.uk](http://www.mtf-aquatics.co.uk) Operator of skill-based competitions which results in allocation of prizes.

### Competition Prize

Whilst the promotor may run more than one competition at any time, each competition will have a specific prize detailed in each of the listings on [www.mtf-aquatics.co.uk](http://www.mtf-aquatics.co.uk).

### Question

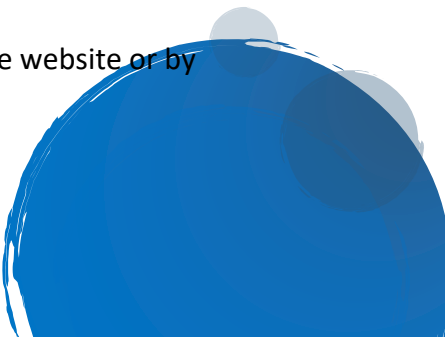
To be eligible for a chance to win the prize associated with a particular competition, participants must provide the correct answer to the qualifying question (aligning with the answer known by the promoter).

### Entry

To participate in the competition, individuals must submit accurate answers for all questions and remit the appropriate fee associated with the respective competition. The payment is required in pounds sterling (GBP or £) and can be processed either by the entrant personally or on their behalf. Additionally, entries can be submitted through the postal entry method detailed in the appendix of this document. All participants must be situated and conducting activities within the United Kingdom; applications from individuals outside this region will render their tickets null and void.

### Entrant

A participant refers to an individual who joins the competition either via the website or by utilizing the free entry option.



## Winners

A participant will be selected randomly via a Facebook group live draw, either prior to or following the conclusion of the competition. The chosen participant will be announced as the winner and will receive the prize as outlined in the terms and conditions. To claim the prize, the winner may be required to provide proof of identity, which must align with the information submitted during the competition entry. The prize will only be granted if the provided details match the required criteria.

## Number of competition entries

Every contest will feature a specified maximum entry limit, as indicated in the competition details. Closure of the competition occurs when the maximum entry capacity for the particular competition is met. In the event of the competition concluding before the scheduled closing date, the organizer reserves the right to conduct an early draw for the winner, with entrants being notified 48 hours prior to the draw date. Should the number of paid entries by the closing date fall short of the maximum limit, the promoter may, at their discretion, still award the prize if the number of paid entries is considered satisfactory.

This Agreement is made on the 22 day of november 2023

Between

MTF-AQUATICS LTD

And:

Those entering Prize Based Competitions via [www.mtf-aquatics.co.uk](http://www.mtf-aquatics.co.uk)

Parties

(1) MTF-AQUATICS LTD

Registered Address: Hampton Drive, Grange Park, Swindon, SN5 6EU

Registered Company Number: 15302141

## Background

(A) MTF-AQUATICS LTD ("the Promoter") is running more than one competition at any time, each competition will have a specific prize detailed in each of the listings on [www.mtf-aquatics.co.uk](http://www.mtf-aquatics.co.uk). ("the Competition").

(B) The Competition involves a number of steps to be eligible for a chance to win the prize associated with a particular competition, participants must provide the correct answer to the qualifying question (aligning with the answer known by the promoter). To participate in the competition, individuals must submit accurate answers for all questions and remit the appropriate fee associated with the respective competition. The payment is required in pounds sterling (GBP or £) and can be processed either by the entrant personally or on their behalf. Additionally, entries can be submitted through the postal entry method detailed in the appendix of this document. All participants must be situated and conducting activities within the United Kingdom; applications from individuals outside this region will render their tickets null and void.

(C) The prize(s) for the Competition is/are chosen by the promoter.

(D) This Agreement sets out the terms and conditions which apply to the Competition and which will be legally binding on any person who enters it ("the Entrant").

(E) The Promoter will operate and administer the Competition and MTF Aquatics ("the Prize Provider") will provide the prize(s).

(F) By submitting an entry into the Competition in accordance with these terms and conditions, the Entrant agrees to be bound by them.

## 1. Definitions

1.1 Competition means the competition specified in the Background section of this Agreement.

1.2 Entry/Entries means a submission for the Competition made and received in accordance with the entry instructions set out in clause B.

1.3 Entrant means any person who submits a valid Entry into the Competition in accordance with these terms and conditions.

1.4 Promoter means MTF-AQUATICS LTD whose registered office is at 25 Hampton Drive, Grange Park, Swindon, SN5 6EU, who is administering and operating the Competition.

1.5 Prize means the prize or prizes specified in the Competition marketing and Agreement to be awarded to the winner(s) of the Competition.

1.6 Prize Provider means MTF AQUATICS whose address is at 25 Hampton Drive, Grange Park, Swindon, SN5 6EU, who is providing the Prize(s) for the Competition.

1.7 Winner means the Entrant or Entrants selected as the winner or winners of the Competition in accordance with the judging criteria set out in clause [X].

## 2. Eligibility Criteria

2.1 The Competition is only open to individuals aged 18 and over who are resident in the United Kingdom (excluding Northern Ireland), the Channel Islands and the Isle of Man in accordance with our delivery policy.

2.2 The following groups of people may not enter the Competition:

- (a) employees of the Promoter or its holding or subsidiary companies;
- (b) 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
- (c) members of the immediate families or households of (a) and (b) above.

2.3 No third party entries, bulk entries or entries submitted by agents or third parties will be accepted.

2.4 The Promoter reserves the right to verify the eligibility of Entrants. The Promoter may, at its sole discretion, disqualify any Entrant who does not satisfy the eligibility criteria or violates these terms and conditions.

## 3. Postal Entry Procedure

3.1 The Competition is open to residents of England, Wales, Scotland and Northern Ireland (in accordance with our delivery policy) aged 18 years or over only, except employees of the Promoter, the Prize Provider, their associated or subsidiary companies or agents, including advertising agencies and their immediate families.

3.2 Entries must be sent by post to 25 Hampton Drive, Grange Park, Swindon, SN5 6EU, United Kingdom and must be received by no later than 10 working days before the competition end date. The Promoter accepts no responsibility for late, lost or incomplete entries. Proof of sending will not be accepted as proof of delivery or receipt.

3.3 Each entry must be submitted on a postcard or piece of paper (maximum size 10cm x 15cm) and must include the entrant's full name, address, telephone number and email address.

3.4 Only one entry per person is permitted. Multiple entries from the same person will be disregarded. If the person would like to enter multiple times, they must submit separate entries.

3.5 The Promoter reserves the right to disqualify any entry which it deems, at its sole discretion, to fail to comply with these terms and conditions. The Promoter further reserves the right to verify the eligibility of entrants.

3.6 The Promoter reserves the right to amend these terms relative to the entry process or to refuse any entry for any reason, including without limitation if the entry process is compromised or impaired in any way.

3.7 Upon receipt of the postal entry, the Promoter will email the Entrant with a coupon code which Entrant must use to enter the competition via [www.mtf-aquatics.co.uk](http://www.mtf-aquatics.co.uk). This coupon code can only be used once and only by the registered Entrant.

## 4. Prize(s)

4.1 The prize(s) available to be won in the Competition are chosen by the Promoter.

4.2 The Promoter confirms that the prize(s) described are available and that the Promoter has obtained the necessary rights and permissions from third parties to offer the prize(s) as part of the Competition.

4.3 The winner(s) of each prize will be selected by a random draw process conducted by the Promoter.

4.4 The prize(s) are subject to availability. If any prize(s) become unavailable for reasons beyond the Promoter's reasonable control, the Promoter may substitute a prize (or part of a prize) of equal or higher value.

4.5 Unless otherwise stated, no additional costs or expenses are included with any prize(s). The winner(s) shall be responsible for paying all associated costs that are not specifically stated, including any applicable taxes, insurance, delivery charges, accessories and parking/travel costs.

4.6 The prize(s) are not transferable and no cash alternative is available.

4.7 The Promoter reserves the right to substitute the prize(s) with an alternative prize of equal or higher value if circumstances beyond the Promoter's control makes it necessary to do so.

## 5. Judging and Winner Selection

5.1 The judging panel shall comprise representatives from the Promoter and the Prize Provider (the "Judging Panel"). The decisions of the Judging Panel are final and no correspondence or discussion will be entered into.

5.2 Entries will be judged based on completeness of the entry information provided.

5.3 All eligible entries will be submitted into the live draw.

5.4 There will be 1 potential winner(s) from all eligible entries.

5.5 The potential winner(s) will be notified by EMAIL within 5 days of the live draw date.

5.6 To claim the prize, the potential winner must confirm their eligibility and contact details within 14 days of notification.

5.7 The name/username of the winner(s) will be published on the Promoter's website [www.mtf-aquatics.co.uk](http://www.mtf-aquatics.co.uk). By entering the competition all entrants agree to the use of their name, image and entry for publicity purposes.

## 6. Announcement of Winner(s)

6.1 The winner(s) will be announced within 28 days of the closing date of the Competition on the Promoter's website at [www.mtf-aquatics.co.uk](http://www.mtf-aquatics.co.uk).

6.2 The winner(s) contact details (name, county of residence) may be published on the Promoter's website at [www.mtf-aquatics.co.uk](http://www.mtf-aquatics.co.uk) for the purposes of announcing the winner(s) of the Competition.

6.3 If the winner(s) would not like their information to be published to [www.mtf-aquatics.co.uk](http://www.mtf-aquatics.co.uk) they must email [contact@mtf-aquatics.co.uk](mailto:contact@mtf-aquatics.co.uk) stating so.

6.4 Where consent is provided, only the winner's usernames will be published on the Promoter's website, unless otherwise agreed with the winner.

6.5 To verify the winner(s), the Promoter will check that the personal details provided with the winning entry match the personal details provided by the winner(s) on request.

## 7. Award of Prize(s)

7.1 The Promoter will notify the winner(s) by EMAIL within 5 days of the closing date of the Competition.

7.2 The winner(s) must confirm their acceptance of the applicable prize within 5 days of being notified. If the winner does not respond within this time, the Promoter reserves the right to offer the prize to the runner(s) up or to re-draw for another winner.

7.3 The prize(s) will be delivered to the winner(s) within 10 working days of their confirmation of acceptance.

7.4 The prize(s) is/are as stated in the competition details and no cash or other alternatives will be offered. The prize(s) is/are non-transferable.

7.5 The Promoter reserves the right to substitute the prize(s) with an alternative prize of equal or higher value if circumstances beyond their control make it necessary to do so.

7.6 The decision of the Promoter regarding any aspect of the Competition is final and binding and no correspondence will be entered into about it.

7.7 The Promoter will not be liable for any damage, loss or disappointment suffered by any Entrant if they are unable to take up the prize.

## 8. Data Protection and Privacy

8.1 By entering the Competition, Entrants consent to the Promoter collecting and processing their personal data for the purposes of administering the Competition and in accordance with the Privacy Policy.

8.2 The personal data collected from Entrants is limited to name, email address, postal address and telephone number only.

8.3 An Entrant's personal data will be used for the purposes of administering the Competition, verifying their identity/age, delivery of any prize won, and for publicity purposes if they have consented to this.

8.4 The Promoter will implement appropriate technical and organisational security measures to protect Entrants' personal data in accordance with its security policies and applicable data protection laws.

8.5 Entrants' personal data will be retained for a period of 7 years from the date of the Competition closing for the purposes of administering the Competition and verifying the Winner only.

8.6 Entrants have a right to access, rectify or erase their personal data and lodge complaints regarding the processing of their personal data with the Information Commissioner's Office.


8.7 Further details of how the Promoter uses, stores and protects personal data, and Entrants' rights in respect of their personal data, are set out in the Promoter's Privacy Policy available at <https://mtf-aquatics.co.uk/information/>.

## 9. Intellectual Property Rights

9.1 By submitting an entry, the Entrant assigns to the Promoter with full title guarantee all intellectual property rights in the entry for the full period of copyright and all extensions and renewals of it.

9.2 The Entrant grants the Promoter a worldwide, royalty-free, non-exclusive licence to use, reproduce, modify, adapt and publish the entry in any media for any purpose related to the administration and publicity of the competition (including future competitions).

9.3 The Entrant warrants, undertakes and agrees that their entry is their own and the Promoter's use of the entry will not breach any laws.

A large, abstract blue circular graphic is located in the bottom right corner of the page. It consists of several overlapping circles in different shades of blue, creating a modern, artistic design element.

9.4 The Entrant agrees to indemnify the Promoter against any losses, damages, costs, claims or expenses suffered by the Promoter arising from any breach by the Entrant of the warranties in clause 9.3.

## 10. Publicity

10.1 The Entrant agrees that the personal details and entries submitted to the Promoter may be disclosed to third parties and used by the Promoter for the purposes of facilitating the organisation, promotion and administration of the Competition.

10.2 The name, hometown, image and age of the Winner(s) may be published or otherwise used by the Promoter in connection with the Competition and/or for related promotional purposes.

10.3 By entering the Competition, the Entrant gives their express consent to the use of their personal details and entries as set out in clauses 10.1 and 10.2 above.

10.4 The Entrant has the right to withdraw their consent to the use of their personal details as set out in clauses 10.1 and 10.2 at any time by contacting the Promoter. On withdrawal of consent, the Entrant's entry will be invalid and they will be ineligible to win any prize.

10.5 The Entrant's personal details shall only be used for the specific purposes outlined in this clause 10 and shall not be used by the Promoter for any other purpose.

## 11. Limitation of Liability

11.1 The Promoter and Prize Provider exclude all liability arising from any incidents or accidents which may occur as a result of any prize, or for any losses, damages, costs, expenses suffered by the Entrant or any third party arising out of the Entrant's participation in the Competition howsoever caused.

11.2 The Promoter and Prize Provider shall not be liable for any failure to comply with their obligations under these terms and conditions if the failure is caused by something outside their reasonable control such as, but not limited to, acts of God, pandemic, outbreak of disease, flood, earthquake, storm, fire, explosion or other disaster, power failures or industrial disputes affecting any third party.

11.3 Subject to clause 11.1, the maximum combined liability of the Promoter and Prize Provider for any other liabilities arising under or in connection with these terms and conditions whether in contract, tort (including negligence) or otherwise, shall in no circumstances exceed the value of the prize(s) awarded.

11.4 In no event shall the Promoter or Prize Provider be liable to the Entrant for any losses relating to any business, loss of data, loss of profits, business interruption or loss of business opportunity.



## 12. Indemnity

12.1 The Entrant hereby agrees to fully indemnify (on a continuing basis) and hold harmless the Promoter and Prize Provider from and against any and all claims, losses, damages, costs, expenses, proceedings or liabilities suffered or incurred by the Promoter and/or Prize Provider in connection with:

- (a) any breach by the Entrant of the terms of this agreement;
- (b) any act or omission of the Entrant in relation to the Competition; and
- (c) any claim made against the Promoter and/or Prize Provider by a third party arising from or in connection with the Entrant's participation in the Competition.

12.2 The Entrant's liability under this indemnity shall be unlimited.

12.3 If the Promoter or Prize Provider receives any claim from a third party in respect of any matter which is the subject of the indemnity in clause 12.1 (an "Indemnity Claim"), it shall:

- (a) promptly notify the Entrant of the Indemnity Claim in writing, providing full details; and
- (b) not make any admission of liability or agree any settlement in relation to the Indemnity Claim without the prior written consent of the Entrant.

12.4 The Entrant shall be entitled, at its own expense, to conduct any proceedings or negotiations in connection with any Indemnity Claim. The Promoter and Prize Provider shall provide the Entrant with all reasonable co-operation, assistance and information in relation to any Indemnity Claim.

## 13. Termination

13.1 The Promoter may terminate this agreement at any time by giving the Entrant not less than 30 days' notice via the competition website or other means used to promote the competition.

13.2 The Promoter may terminate this agreement immediately by written notice to the Entrant if the Promoter:

- (a) decides in good faith that it is required to do so by any legal or regulatory reasons; or
- (b) it becomes impossible, inadvisable or impractical to run the competition fairly as a result of any event beyond the Promoter's control.

13.3 Either party (the "Terminating Party") may terminate this agreement immediately by written notice to the other party if:

- (a) the other party commits a material breach of this agreement and, if such breach is capable of remedy, fails to remedy it within 30 days after receipt of written notice from the Terminating Party giving full particulars of the breach and requiring it to be remedied; or
- (b) an encumbrancer takes possession or a receiver is appointed over any of the property or assets of the other party; or
- (c) the other party makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation.

13.4 Termination of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination.

13.5 On termination of this agreement for any reason:

- (a) The Promoter may still announce the winner(s) of the competition and award the prize(s); and
- (b) The Entrant shall co-operate with the Promoter to allow the activities in clause 13.5(a) to take place.

13.6 Clauses which are expressed to survive expiry or termination of this agreement shall remain in force.

## 14. Governing Law and Jurisdiction

14.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

14.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

## 15. Amendments

15.1 The Promoter reserves the right to amend these terms and conditions at any time by publishing the amended terms on its website at <https://mtf-aquatics.co.uk/>.

15.2 It is the Entrant's responsibility to check the website regularly to ensure they are aware of any changes made. Continued participation in the competition will amount to acceptance of any changes.

15.3 Any amendment will apply only to entries made after publication of the amended terms. Entries made prior to an amendment will remain subject to the terms in force at the time of entry.

15.4 The Promoter reserves the right in its reasonable discretion to amend the competition, prizes or these terms in whole or part at any time. This may include extending, postponing or cancelling the competition.

15.5 As this agreement is governed by English law, any amended terms pursuant to this clause will also be subject to the laws of England and Wales and the Entrant and Promoter submit to the exclusive jurisdiction of the English courts.

## 16. Severability

16.1 If any term of this agreement is found by any court or body of competent jurisdiction to be illegal, invalid or unenforceable, that term shall to the minimum extent necessary be severed from this agreement and the remaining terms shall continue in full force.

16.2 The Promoter and Entrant shall attempt to agree a replacement term that achieves the same economic result between them.

16.3 If they are unable to agree a replacement term within 30 days of the original term being found illegal, invalid or unenforceable, then the Promoter shall have the right to terminate this agreement by giving written notice to the Entrant.

16.4 If a term may be severed without fundamentally undermining the commercial or other intentions of the parties, it shall be severed rather than the whole agreement being terminated. The parties shall attempt in good faith to agree or renegotiate valid terms to replace the severed terms.

## 17. Force Majeure

17.1 Neither party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the reasonable control of the party in question.

17.2 In the event that a party to this Agreement cannot perform their obligations hereunder as a result of force majeure for a continuous period of three (3) months, the other party may at its discretion terminate this Agreement by written notice at the end of that period. In the event of such termination, the parties shall agree upon equitable payment for work done and materials purchased for the purposes of the Agreement.

17.3 If any event described in clause 17.1 occurs, the affected party shall promptly notify the other party in writing of the cause and the likely duration of such cause. The affected party shall take reasonable steps to mitigate the effect of the force majeure event.

17.4 Performance of a party's obligations shall be suspended during the period that the force majeure event continues, provided that the affected party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

#### 18. Waiver

18.1 No failure or delay by the Promoter to exercise any right or remedy under these terms and conditions or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

18.2 No single or partial exercise of such right or remedy by the Promoter shall prevent or restrict the further exercise of that or any other right or remedy.

18.3 A waiver of any right, remedy, breach or default shall only be effective if it is in writing and signed by an authorised representative of the Promoter. It shall only apply to the circumstances for which it is given and shall not prevent the Promoter from subsequently relying on the relevant provision.

18.4 No course of conduct or failure or delay by the Promoter in enforcing or partially enforcing any provision of these terms and conditions shall be construed as a waiver of any rights under these terms and conditions.

18.5 No waiver by the Promoter of any breach of these terms and conditions shall be considered as a waiver of any subsequent breach of the same or any other provision.

IN WITNESS WHEREOF this Agreement has been duly executed by the parties hereto and is intended to be and is hereby delivered on the date first above written.

SIGNED by Marc Price

for and on behalf of MTF-AQUATICS LTD:

  
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