

The Chestnut Appeal for Men's Health Win A Car Competition



TERMS & CONDITIONS

ENTRANT: Any person who enters the Competition through the Website or by post to win the Prize.

WINNER: The Entrant chosen at random on or after the Closing Date who will receive the Prize in accordance with these Terms and Conditions. Proof of identity must be provided upon collection of the prize and **MUST** match that of the details provided when entering the competition.

WEBSITE: www.chestnutappeal.org.uk

PROMOTERS: The Chestnut Appeal for Men's Health are the sole promoters, the prize draw are not sponsored, run, or endorsed by another other party.

PRIZE BMW 3X

QUESTION: The Question which the Entrants must use skill or knowledge to answer correctly (in line with the answer held by the Promoters) to obtain an opportunity to win the Prize.

ENTRY: The correct answer must be submitted for each question, along with the £6 entry fee. Entries can also be made by the postal entry route.

CLOSING DATE: The competition closes once the maximum number of entries has been reached or on May 31st whichever comes first. Failing to reach the maximum number of entries on 31st May we will set a backup draw date. Please note the backup draw date is not the confirmed draw date, keep an eye on our website and Facebook page for the confirmed draw date for the competition.

General

By entering the competition via the Website, Entrants are deemed to have read and accepted these Terms and Conditions and agrees to be bound by them;

Upon entering the Competition, all Entrants must submit all contact details requested by the Promoters (which must include a valid email address) which will be used for the following purposes:

(a) to notify the Winner that they have won the prize; (b) to post the Winner's name and town of residence on the Website; and (c) to comply with the Privacy Policy.

All entrants are solely and completely responsible for providing the Promoters with accurate and current contact details.

The Promoters will be in no way liable for any failure or inability to make contact with any Entrant due to any errors, omissions or inaccuracies in the contact details provided by the Entrants or otherwise.

Privacy policy

The Entrants and the Promoters recognise that the Promoters may use contact details and other data including personal data as defined by the General Data Protection Regulation (GDPR) supplied by the Entrants to the Promoters to administer the Website and conduct the Competition according to these Terms and Conditions.

Competition

The Competition is operated by the Promoters.

The Competition is open for entry to all persons aged 18 or over excluding the Promoters, their immediate family and employees of the Competitions in any way, shape or form.

Only completed Entries which contain the correct answer as held by the Promoter will be entered into the Competition. Failure to answer the question correctly via the website will still result in any entrant being charged.

By entering into the Competition, all Entrants acknowledge that their payment per entry does not guarantee in any way that they will win the prize.

The Promoter reserves the right to refuse or disqualify any entrant if it has reasonable grounds for believing that an entrant has contravened any of these Terms and

Conditions or acted in a way that is reasonably considered by the Promoter to be illegal.

By entering a giveaway, Entrants warrant that all information which they submit is accurate, true, current and complete. The Promoters reserve the right to disqualify any entrant (entirely at their own discretion) if there are reasonable grounds to believe the Entrant has acted in breach of any of these Terms and Conditions

All Entries will become the property of the Promoters on receipt and will not be returned.

Entry

In answering the Question, the Entrant recognises that they must exercise skill, knowledge and judgement to give the correct Answer.

To conclude an entry into the Competition, an Entrant will be asked to provide their contact details (including postal and email addresses and a telephone number) and card payment details (for entry fee only). Once the Entry is submitted, the Entrant's card payment will be electronically approved.

If you wish to enter the competition via a postal entry, then please send an enclosed postcard via First Class post with the answer to;

Win a Car Competition

The Chestnut Appeal for Men's Health

Derriford Hospital

Derriford

Plymouth

PL6 8DH

and your personal details as follows:

Name

Address

DOB

Contact Phone Number

Email Address

Correct Answer

Postal entries are limited to one competition entrant per person.

All postal entries are processed exactly the same as paid entries via the website.

All details need to be either typed or very clearly written, we cannot enter you into the competitions if we cannot read your writing on your entry. If we receive one letter in the post containing multiple entries this will not comply with the above Terms and Conditions.

Entries cannot be made on behalf of other people. If it comes to our attention that a person has entered under multiple names/addresses then all entries from this person will be void, this goes for paid entries via the website and free entries via post.

All Entries to the Competition are final and no refunds shall be made at any time or for any reason, except in the case of entries submitted after the Closing Date or if the Promoter cancels the competition.

The Promoters' decision is final and no correspondence will be entered into about the result of the Competition following the determination of the Winner as described above;

Closing the competition

If the Winner cannot be contacted by the Promoter within 21 days of being notified of their status as the Winner by email, telephone and mail to the contact details submitted in their entry, the Promoter shall be entitled to award the Prize to the Entrant selected by drawing another winning entry at random in the same method as described (“The Alternate Winner”).

The Alternate Winner shall have 7 days from notification of their status by the Promoters to communicate their acceptance of the Prize. The original winner will have no claim to the prize after the Alternate Winner is selected.

If the Number of Entries to the Competition does not exceed the maximum number of entries at the closing date, the Competition will either close and the proceeds will either be deemed sufficient to award the car as a prize at the sole discretion of the Promoter, or the remaining funds will be allocated as a cash prize to a winner after the deduction of any expenses and marketing fees.

The Promoter will be entitled to retain 30% of the Entry Fees to cover administration. The remaining balance following deduction of the 30% plus expenses (marketing, payment solutions, legal fees , website hosting) is “the Prize Fund”. The Prize Fund will then be offered to the winning Entrant.

Contest / Selecting a Winner

The winning Entrant will be selected using the Random number generator on Google and streamed live on Facebook.

Full details will be confirmed once the draw has been concluded via either of the explained ways. The decision will be made within 48 hours of the close of the competition for the exact date/time.

No insurance comes with the Prize and the Promoter will no longer have any responsibility over the Prize once hand over is completed.

The promoters reserve the right to void any entries if we believe someone is using multiple names to enter a competition more than the maximum amount of entries per person.

Prize

The Promoter owns the prize offered from the time the competition is live until successful handover is completed.

The prize will only be that as awarded at the time of the draw, no alternatives will be offered under any circumstance.

Collection of the prize is the sole responsibility of the winner, from the Promoter's address unless otherwise agreed between the Promoter and the Winner.

The winner will be required to provide proof of identity and proof of entry into the competition at the time that the prize is collected.

Miscellaneous

The Winner(s) agrees to allow the Promoters to display his or her name on the Website in accordance with the Privacy Policy. The name, age and town of residence of the Winner will be posted on the Website for the

purposes of announcing the Winner of the Competition within 24 hours of the Winner being determined.

Entrants authorise the Promoters to enter their personal details into their database and to use the information as defined by the General Data Protection Regulation (GDPR) and subject to the terms of Privacy Policy.

All entrants agree to a winner's picture being taken to be used on website and on social media pages.

The Promoters reserve the right to cancel the Competition at any time either before or after tickets have been sold. If the Competition is cancelled, the Promoters will return the Entry Fees to each Entrant (either by bank card refund or by cheque and in one combined payment where several entries have been made by a competitor). Where the Entry Fee is returned, the Promoter shall have no further liability to the Entrant or to any other person;

The Promoters do not accept responsibility for entries which they do not receive due to failures in computer systems, other malfunctions, high Internet traffic, hardware failure, software failure, server faults or any other reason.

These competition rules shall not create or be construed as creating any form of contract, joint venture or other agreement between any Entrant and the Promoters.

An entry shall be declared void (without any refund being given) if the entrant engages in: (a) any form of fraud (actual or apparent); (b) fraudulent misrepresentation; (c) fraudulent concealment; (d) hacking or interference with the proper functioning of the

website; or (e) amending, or unauthorised use of, any of the code that constitutes the Website.

Governing Law

This Agreement shall be governed, construed, and enforced in accordance with the laws of the United Kingdom, without regard to its conflict of laws rules.

Modification

We may modify any of the Terms and Conditions within this Agreement at any time and at our sole discretion.
