

## Prize Competition Terms and Conditions

**Please read these Conditions carefully before using the Website and/or entering the Competition.**

### 1. Introduction:

- 1.1 These terms and conditions (“**Conditions**”) apply to the use of the Website and entry to the Competition. If you continue to browse and use the Website and/or choose to enter the Competition you are deemed to have read and accepted these Conditions and agree to comply with and be bound by these Conditions which governs the relationship between the owner of the Website/Promoter and you.
- 1.2 The term “**us**” or “**we**” refers to the owner of the Website/Promoter Bolesworth Events LLP (registered company number OC330929 and registered office address of Estate Office, Bolesworth Castle, Tattenhall, Chester, CH3 9HQ).
- 1.3 The term “**you**” refers to you as a user or viewer of our Website and/or as an entrant to the Competition.
- 1.4 The term “**Parties**” shall be used to refer to both us and you together.

### 2. Definitions:

- 2.1 In these Conditions (except where the context otherwise requires) the following words shall have the following meanings:

“ <b>Charitable Payment</b> ”	10% of net monies raised by the Competition
“ <b>Charity</b> ”	Tim Stockdale Foundation - Registered Charity No 1151621
“ <b>Closing Date</b> ”	14 August 2019
“ <b>Competition</b> ”	The competition to win the Prize whereby one Entrant is selected at random by the Promoter to become the Winner
“ <b>Entrant</b> ”	Any person, that is not an Excluded Person, aged 18 or over and resident in mainland Great Britain (excluding Northern Ireland, Isle of Man and Channel Islands) who makes an Entry to the Competition through the Website
“ <b>Entry Fee</b> ”	£30 + fees
“ <b>Entry</b> ”	An answer to the Question submitted by an Entrant and for which the Entry Fee has been paid and which has not been declared void (and <b>Entries</b> shall be construed accordingly)
“ <b>Excluded Person</b> ”	Any employee, or any member of the household of an employee, or contractor of the Promoter, Bolesworth Estate Co Ltd, Bolesworth Equestrian LLP, or Bolesworth Lake Farm.
“ <b>Home Visit Check</b> ”	The assessment of the Entrant’s home and facilities by the Promoter or its nominated agent to ensure that the welfare of a horse can be provided for by the Entrant
“ <b>Membership</b> ”	The membership number and full name and address required to prove the Entrant’s affiliation with one of the following professional bodies: British

<b>“Details”</b>	Eventing, British Dressage or British Showjumping
<b>“Prize”</b>	First Prize – A 3 Year Old Horse and a Voltaire Design Bridle  Second Prize – A pallet of Equerry Horse Feed  Third Prize – A Prize bundle from Equitop Myoplast
<b>“Promoter”</b>	Bolesworth Events LLP (registered company number OC330929 and registered office address of Estate Office, Bolesworth Castle, Tattenhall, Chester, CH3 9HQ
<b>“Qualifying Criteria”</b>	To win the Competition, the Entrant selected at random by the Promoter must meet the following criteria (which shall be determined entirely at the discretion of the Promoter):  a) the Question must be answered correctly;  b) the Entrant must provide their Membership Details; and  c) the Entrant must pass the Home Visit Check
<b>“Question”</b>	The question shown on the Website, which must be answered correctly by the Entrant, in order to be entered into the Competition draw
<b>“Website”</b>	The website at URL <a href="http://www.bolesworthyounghorse.com">www.bolesworthyounghorse.com</a>
<b>“Winner”</b>	The ultimate winner of the Competition, being the first Entrant with a valid Entry selected at random by the Promoter who meets the Qualifying Criteria

- 2.2 In these Conditions (except where the context otherwise requires) use of the singular includes the plural and vice versa; use of any gender includes the other genders; any phrase introduced by the terms "**including**", "**include**", "**in particular**" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and a reference to a statute or statutory provision is a reference to that statute or statutory provision and to all orders, regulations, instruments or other subordinate legislation made under the relevant statute.
- 2.3 In these Conditions any reference to notice by way of writing may include notice by the Promoter given by way of update to this Website.
- 3. General Conditions:**
- 3.1 The Parties recognise and agree that the Competition is a prize competition for the purposes of in particular section 14(5) of the Gambling Act 2005 and that success shall depend on the exercise of skill and/or judgement by each Entrant in answering the Question and of the Winner meeting the Qualifying Criteria and does not rely wholly on chance. Entrants recognise and acknowledge that the payment of the Entry Fee does not automatically guarantee the receipt of a prize.
- 3.2 The Conditions shall not create or be construed as creating any form of agency, joint venture or partnership between the Promoter and an Entrant.
- 3.3 The Promoter reserves the right to cancel or amend the Competition and the Conditions without notice in the event of a catastrophe, war, civil or military disturbance, act of God or any actual or anticipated breach of any applicable law or regulation outside the Promoter's control.

3.4 The Promoter reserves the right to cancel the Competition at any time either before or after an Entry and Entry Fee has been received. In the event that the Competition is cancelled, the Promoter shall return the Entry Fees to each Entrant (either by electronic transfer, bank card refund or cheque). Where the Entry Fee is returned, the Parties agree that the Promoter shall have no further liability to the Entrant or to any other person.

3.5 Each Entrant shall retain a copy of the Conditions for their records.

#### **4. Entry to the Competition**

4.1 The Competition is open to all persons, apart from Excluded Persons, aged 18 years or over and resident in mainland Great Britain (excluding Northern Ireland, Isle of Man and Channel Islands). Any Entry made by a person that does not meet the terms of this condition shall be declared void and no refund of the Entry Fee shall be paid.

4.2 Each Entry must be made via the Website and each Entry made will entitle the Entrant to one chance in the prize draw. There is no limit to the number of Entries that any one person may make.

4.3 Entries are personal to the Entrant and are not transferable and no refunds of the Entry Fee will be given.

4.4 The price of entering the Competition is the Entry Fee, which shall be paid in sterling only via the Website. The validity of an Entry is subject to receipt by the Promoter of payment of the Entry Fee and only valid Entries will be entered into the draw. Entry to the Competition will be confirmed by email from the Promoter upon approval of the payment of the Entry Fee and it is the sole responsibility of the Entrant to retain a copy of the confirmatory email as their proof of entry.

4.5 In order to enter the Competition, Entrants must submit all contact details and other information requested by the Promoter (which must include a valid e-mail address, UK postal address and telephone number) and card payment details. Once an Entry is submitted, the payment of the Entry Fee will be electronically approved.

4.6 All Entrants shall warrant and undertake that the information provided shall be complete, true, current, accurate and not misleading. The Parties acknowledge and agree that the Promoter will have no liability for any incorrect information provided. In particular, the Promoter will be in no way liable for any failure or inability to contact any Entrant due to any errors, omissions or inaccuracies in the information provided.

4.7 The Promoter reserves the right to disqualify any Entrant (without any refund being given) at its sole discretion if it believes the information provided is false, misleading, fraudulent, or there are reasonable grounds to believe that the Entrant has acted in breach of any of these Conditions.

4.8 An Entry shall be declared void (without any refund being given) if the Entrant engages in any form of fraud, fraudulent misrepresentation or concealment, hacking or unauthorised interference with the proper functioning of the Website, or any unauthorised use or amendments of any of the code that underlies the Website. By entering the Competition, the Entrant acknowledges and accepts the entry requirements and understands that they pay the Entry Fee at their own risk if they are found not to meet those requirements.

4.9 All Entrants shall ensure that any entry to the Competition by them shall not contravene any laws of the country in which they are situated at the time of entering the Competition. The Parties agree that the Promoter shall not be liable in any way if an Entrant enters the Competition unlawfully.

4.10 The Parties agree and acknowledge that the Promoter shall have no liability for incomplete or failed Entries, failure in computer communications, any delayed Entries, hardware, software or systems failure, server faults, other malfunctions, high internet traffic or other technological reasons beyond the Promoter's reasonable control.

4.11 All Entries are final and no refunds shall be made at any time for any reason. Entries shall be accepted until midnight on the Closing Date. Entries made after the Closing Date shall be deemed a donation to the Charity.

## **5. Competition Rules**

5.1 To enter the Competition, a person (subject to condition 4.1) must answer the Question via the Website and then pay the Entry Fee. Provided that the Entry satisfies these Conditions, it shall be considered a valid Entry.

5.2 Each valid Entry shall be submitted into a draw and after the Closing Date the Promoter shall select an Entry at random and, provided that the Entrant satisfies the Qualifying Criteria (which shall be determined by the Promoter in its absolute discretion), the Entrant shall win the Prize.

5.3 The proposed Winner will be notified by the Promoter by email, telephone or post at the contact details provided in the Entry within 7 days of the Closing Date.

5.4 In the event that the proposed Winner does not satisfy the Qualifying Criteria, or cannot be contacted by the Promoter using reasonable endeavours within 14 days of the Closing Date the Prize shall be deemed forfeited by that Entrant.

5.5 If the Prize has been deemed forfeited, the Promoter may at its sole discretion select consecutive alternative Entries at random to find a Winner, or offer the Prize in an alternative competition.

5.6 The Promoter's decision as to the conduct of the Competition, the selection of the proposed Winner and whether the proposed Winner meets the Qualifying Criteria is final and shall not be challenged. No correspondence will be entered into as to the basis of such decision.

## **6. Prize**

6.1 The Competition is to win the Prize.

6.2 The Prize shall be delivered to the Winner at an address in mainland Great Britain (excluding Northern Ireland, Isle of Man and Channel Islands) only.

6.3 The Promoter shall not be liable for and shall not pay the costs of any insurance policies, health checks or veterinary bills once the Winner has been determined in accordance with the Conditions. The Winner is responsible for and shall cover all such expenses at their own cost.

6.4 If the Winner fails to assist in the delivery of the Prize and the completion of any necessary documents required to transfer ownership within 28 days of being selected, the Winner's entitlement to the Prize shall be deemed forfeited, at the Promoter's sole discretion, and an alternative Winner shall be drawn.

6.5 The Promoter does not in any way guarantee or make any warranty, representation or undertaking as to the welfare, health, value or quality of the Prize. All Entrants take part in the Competition entirely at their own discretion and risk.

6.6 The Promoter shall not be liable for any potential loss or damages in relation to the Prize as a result of any issues relating to its state, health and/or condition.

## **7. Privacy**

7.1 All Entrants agree to the Promoter holding their personal data and acknowledge that the Promoter may use the Entrant's contact details and other personal data as defined in the General Data Protection Regulations in order to conduct, administer, promote and publicise the Competition and administer the Website (in accordance with these Conditions).

- 7.2 The Entrants acknowledge and accept that the Promoter may (either by choice or at the request of third parties) provide their details to third parties including regulatory authorities for the prevention of fraud, money laundering, legal or other financial or regulatory reasons.
- 7.3 Entrants authorise the Promoter to enter their personal details into their database and use the information in accordance with the provisions of the Promoters General Data Protection Regulations.
- 7.4 For the avoidance of doubt, Entrant's personal data will be used to notify Entrants of: (i) receipt of their Entry and Entry Fee; (ii) the result of the draw after the Closing Date; (iii) notification of the Winner.
- 7.5 The Promoter shall be entitled to publish the names, ages and postal towns of the Winner on the Website and any other forms of recognised media, including social media, and the name of the Winner shall be available to any Entrant on request made in writing to the Promoter.
- 7.6 The Promoter will obtain the consent of any Entrants for any other use of their personal data.

## **8. Intellectual Property**

- 8.1 The Promoter shall own all copyright and any other intellectual property rights in the Website, Competition, the Question and any Entry submitted. For the avoidance of doubt, Entrants are not permitted to copy the Question or publish the Question or their answers without the consent of the Promoter (not to be unreasonably withheld).

## **9. Other Issues**

- 9.1 Upon completion of the Competition and the transfer of the Prize, the Promoter shall donate the Charitable Payment to the Charity.
- 9.2 In the event of any error, howsoever caused, which affects the Competition in any way, the Promoter reserves the right to fairly administer the Competition in a manner as though the error had not occurred.
- 9.3 The Competition and these Conditions shall be governed by and construed in accordance with English law and any disputes (including non-contractual disputes) shall be subject to the exclusive jurisdiction of the courts of England and Wales.
- 9.4 If any provision of these Conditions (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of this agreement, and the validity and enforceability of the other provisions of this agreement shall not be affected. If a provision of these Conditions (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- 9.5 The Promoter will not be responsible for any delays in the transfer of the Prize caused by the Winner or the Winner's representatives or unforeseen legal or regulatory requirements.
- 9.6 The Promoter shall not be liable for any loss, damage, injury or disappointment whatsoever which may be suffered by any Entrant (including indirect or consequential loss) as a result of or in connection with or arising out of the Competition or as a result of the Prize except for any liability which cannot be excluded by law. Nothing shall exclude the Promoter's liability for death or personal injury resulting from the Promoter's negligence or for fraud.

## **Promoter's Contact Details:**

Address: Estate Office, Bolesworth Castle, Tattenhall, Chester, CH3 9HQ  
Email: [info@bolesworth.com](mailto:info@bolesworth.com)  
Web: [www.bolesworthyounghorse.com](http://www.bolesworthyounghorse.com)  
Tel: 01829 307676