

## DRAYTON RED NOSE DAY 'BRAINSPOTTING' TERMS & CONDITIONS

- 1. Information on how to enter this Prize Draw is included in these terms and conditions of entry. Entry constitutes acceptance of these terms and conditions.
- 2. Entry is open only to residents of the United Kingdom. Directors, management, and employees of the Promoter and their immediate families and the agencies or companies associated with this Prize Draw are ineligible to enter.
- 3. No purchase necessary to enter the draw.
- 4. Internet access is required and you must be or become a registered member of www.twitter.com or www.facebook.com to enter.
- 5. There will be five giveaways within the Prize Draw, only retweets and likes made between Saturday 25<sup>th</sup> and Wednesday 29th March 2017 will be entered into the draw. This is the 'Promotion Period' retweets and likes made outside of this period will not be accepted.
- 6. To enter: you must "re-tweet" or "like" one of the 'Brainspotting' character posts found on the @DraytonHeating Twitter page (<a href="http://www.twitter.com/DraytonHeating">http://www.twitter.com/DraytonHeating</a> or www.facebook.com/DraytonTrade) from your own account. This must be completed during the Promotion Period.

- 6b. For every retweet or like that is in accordance with the terms and conditions, £0.50p will be donated to Comic Relief. Donations will be capped at a £1,000 limit.
- 7. Prizes: There are five prizes available to be won:
  - Day one #Tech Head miGenie Wish 1 pack
  - Day two #Boss Lady miGenie Wish 2 pack
  - Day three #Plastic Boy miGenie Wish 3 pack
  - Day four #The Supplier LP Lifestyle programmer
  - Day five #Space Cadet 2 x TRV4
- 8. The Promoter will contact the winners via direct message on Twitter or Facebook to confirm their prize and arrange delivery. The winners will be contacted by 31st March.

## 9. Prize Conditions:

All valid retweets and likes will be entered into the Prize Draw. The winning entries will be selected by a random draw conducted by the Promoter. The winners will be notified by either a public tweet or direct message. The winners will need to reply within 48 hours otherwise a replacement winner will be drawn at random from all valid entries received. The prizes will not be issued to winners until Thursday 13<sup>th</sup> April 2017. The winners must be a verified electrician or heating engineer.

- 10. The Promoter accepts no responsibility for late, incomplete, incorrectly submitted, corrupted or misdirected tweets, entries, replies, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise.
- 11. All winners must, at the Promoter's request, participate free of charge in reasonable promotional activity (such as publicity and photography) surrounding the winning of the prize. By entering this Prize Draw they

consent to the Promoter using their name and images in promotional material.

- 12. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense or damage (whether or not such expense or damage arises from any person's negligence) which is suffered or sustained by the entrant or any third party in participating in this Prize Draw. This clause shall not exclude any liability which cannot be excluded by law including liability for fraud and liability for personal injury or death caused by the negligence of the Promoter or those for whom the Promoter is responsible.
- 13. Prizes are not transferable or exchangeable whether by sale to third parties or otherwise, and cannot be redeemed for cash or any other form of reward. In the event for any reason a prize winner does not take an element of the prize at the time stipulated by the Promoter, then that element of the prize will be deemed to have been forfeited by the winner and neither cash nor any other form of reward will be supplied in lieu of that element of the prize. If for any reason a prize is not available, the Promoter may at its complete discretion substitute it with another prize for it of equal or higher value, but will not be under any obligation to do so.
- 14. If for any reason any aspect of this Prize Draw cannot be run as planned for whatever reason including, but not limited to, infection by computer virus, network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or any cause whatsoever which is beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Prize Draw, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Prize Draw, or invalidate any affected entries.
- 15. To the fullest extent permitted by law the Promoter disclaims liability for any damage, loss, liability, injury or disappointment incurred or

suffered by you as a result of entering the Prize Draw or accepting or using the prize. The Promoter will not be responsible for any loss or damage to your or any other person's computer, smartphone or other device used by an entrant which results from participation in, or downloading any materials in connection with, this Prize Draw; all such loss or damage and any loss or damage caused by loss of use or unavailability of such equipment including, without limitation, indirect, special or consequential loss or loss of profits, shall be entirely the responsibility of its owner.

- 16. The Promoter reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, this Prize Draw with or without prior notice due to reasons outside its control (including, without limitation, in the case of anticipated, suspected or actual fraud). The decision of the Promoter in all matters under its control is final and binding and no correspondence will be entered into.
- 17. If a winning entry from a draw is deemed not to comply with these conditions of entry, the entry will be discarded and a new winner of the prize will be randomly selected.
- 18. The Promoter reserves the right to publish the names, company names and counties of residence of the winner(s).
- 19. These terms and conditions are governed by English Law and shall be subject to the exclusive jurisdiction of the English Courts.
- 20. The personal information entrants provide will be used by the Promoter for the purpose of conducting this Prize Draw. The Promoter may disclose entrants' personal information to its contractors and agents to assist in conducting this Prize Draw or communicating with entrants. The Promoter and its contractors and agents will process personal information in accordance with, and be bound by, the Data Protection Acts (1984 and 1998).

21. Promoter: Drayton, a Schneider Electric company, 401 Southway Drive, Plymouth, PL6 6QT. Registered in England and Wales under number 00739180 with its registered office at 80 Victoria Street, London, SW1E 5JL.