# "The Monster UK ticket giveaway socials" Competition The Rules and The Terms and Conditions

## Rules

- 1. These Rules apply to the "The Monster Uk's "Win a pair of tickets" social media post (the "Competition") which will open 6th October 2019 at 10:00am BST and closes on October 14th 2019 at 10AM.
- 2. Anyone who enters the Competition (an "**Entrant**") will be deemed to have understood these Rules and the Terms and Conditions and will be bound by them.
- 3. The Competition will run on the official @TheMonsterUK Instagram and Facebook pages. ("Competition Site").
- 4. To enter the Competition an Entrant must comment on the competition post on The Monster UK, tag a friend in the comments and both must follow the page.
- 5. Entrants may enter the competition as many times as they wish. For the avoidance of doubt there may be only one entry per person.
- 6. The Entrant who submits the winning entry, (the "Winner"), must tag a friend below the social media post on the Monster UK's competition post, tag a friend and both must follow the page and is then selected at random by Cat London or Sunny Paradise Ltd. The Winner will be notified via the email address or social media account provided by the Entrant, subject to eligibility and compliance with the Rules and the Terms and Conditions.
- 7. Entrants must be aged 18 years or over.
- 8. The prize is a pair of tickets to one of The Monster's 2020 events. (the "**Prize**"). The Competition is open to UK residents only.

Should the Prize become unavailable, the Prize will be substituted for an alternative prize of equal or greater value.

9. (The "**Promoter**") is Sunny Paradise Hotel Ltd of 130 Shaftsbury Ave. London. The Rules and the Terms and Conditions apply as between all Entrants and the Promoter.

# **Terms & Conditions**

The following Terms and Conditions apply to the Competition:

### 1. Eligibility

- 1.1 Entrants must meet the eligibility requirements as specified in the Rules. Failure to meet the eligibility requirements may result in an entry being invalid and/or forfeiture of the Prize.
- 1.2 The Winner of the Competition must obtain permission from the homeowner before seeking to take up the Prize. Failure to obtain such permission may result in forfeiture of the Prize. For the avoidance of

doubt, the Prize excludes any other associated costs and expenses that may be incurred in taking up the Prize.

- 1.3 Employees and members of their immediate families (including any live-in partner) of the Promoter and any of their subsidiaries and/or agencies associated with the Competition, including the provider of the prize, the producer of the programme, or any person connected with the administration or otherwise of the Competition and/or the Prize where applicable, are ineligible to enter. Any such entries are invalid.
- 1.4 The Promoter reserves the right at its sole discretion to request evidence to verify the age, identity and/or eligibility of an Entrant at any time, and to use any channels and methods available to carry out checks of any details provided. The Promoter may withhold delivery of the Prize until it has received such evidence and failure to provide such evidence may result in forfeiture of the Prize.

# 2. Entry

- 2.1 The opening and closing date and time for entries is as indicated in the Rules. Any entries received before or after these times will be discounted.
- 2.2 In order to enter the Competition, Entrants may be required to provide their full name, full contact telephone number (including area code) or other method of contact (if applicable), email address and any other information as specified at the time of entering the Competition and/or on the Website. The Promoter will not be able to amend such information once entry to the Competition has been made.
- 2.3 Entries must not be sent in through agents, third parties or on behalf of another person. Such entries are void. Bulk entries are allowed.
- 2.4 Any entries which are above the maximum number of entries as specified in the Rules or which are incomplete, without all the required information, inaudible, incomprehensible, made or received after the Closing Date or which are not received by the Promoter or are not otherwise in accordance with the Rules and these Terms and Conditions will be void and will be discounted.
- 2.5 In the event of any fault, mistake, misunderstanding or dispute concerning the correctness or acceptability of any answers given by Entrants, or the operation of any part of the Competition or Website, the decision of the Promoter shall be final.

#### 3. The Prize

3.1 The Prize is as specified in the Rules. There is only 2 Prizes available and only 2 possible

Winner of the Competition. For the avoidance of doubt only the Winner will receive the Prize.

- 3.2 The Prize is subject to availability and to Winner confirmation, i.e. the Promoter being able to contact the Winner (and the Winner responding within 7 days of the Promoter first notifying the Winner) and receiving confirmation of eligibility. The Prize is also subject to the terms and conditions of the prize provider and to the terms and conditions of the manufacturer.
- 3.3 Where the Prize and/or information relating to the Prize is to be provided directly to a Winner by a third party, the Winner is required to comply with all instructions and necessary requirements as may be specified by the third party to receive and/or take up the Prize, including but not limited to contacting such

third party within specified time frames, adhering to the itinerary as specified, paying any required charges and/or costs which are not included in the Prize, completing any required forms including but not limited to booking forms and delivering any required documentation to that third party, including but not limited to proof of identification. The Promoter accepts no responsibility and will not be liable to the Winner or any other persons where the Winner fails to comply with such instructions and such failure may result in forfeiture of the Prize.

- 3.4 The Winner may be required to provide their signature as proof of their agreement to relevant waivers, releases and/or consents when taking up the Prize. Failure to sign any relevant documentation may result in forfeiture of the Prize.
- 3.5 The Prize excludes all other costs and arrangements not expressly included in the Prize (as stated in the Rules). Any additional charges and expenses are payable solely by the Winner. The Promoter will not be held liable where such charges and/or expenses are incurred, and no refund or reimbursement will be made. The Promoter will accept no responsibility where the Winner is unable to pay in full, any such charges and/or expenses as incurred.
- 3.6 No cash equivalent or alternative prize will be given at the request of a Winner and the Prize is non-transferable and non-exchangeable. However, the Promoter reserves the right to change the Prize due to circumstances beyond its control or if any part of the Prize otherwise becomes unavailable, and/or to offer an alternative prize. If for any reason the Winner chooses not to take up the Prize or any part of the Prize, the Promoter reserves the right to request the Winner to provide confirmation in writing and the Promoter will be able to retain or dispose of the Prize at its own discretion.
- 3.7 The Promoter may refuse to provide the Prize, or seek its recovery, in the event of an Entrant's fraud, dishonesty, non-entitlement, ineligibility or breach of the Rules and/or these Terms and Conditions.
- 3.8 The Promoter or prize provider shall endeavour to deliver the Prize to the Winner within 52 weeks of the date of confirmation of the Winner. The Promoter, prize provider will not be liable if the Prize has been lost or stolen following delivery of the Prize and the Prize will not be replaced.

### 4. Winner Selection

- 4.1 The Winner must comment and tag a friend under the social media post stating the contest link HERE. The winner and the friend they tag must both follow @TheMonsterUK on the social media platform on which they enter.
- 4.2 The Winner will be contacted as soon as reasonably practicable on the draw date. Reasonable efforts will be made to contact the Winner via email or such other method of contact deemed appropriate by the Promoter in its sole discretion. If the Promoter is unable to contact the Winner or has received no response from the Winner within 7 days of first notifying the Winner or if the Winner fails to provide an address for delivery of the Prize or fails to meet any of the eligibility requirements or is otherwise unable to comply with the Rules and these Terms and Conditions, this may result in forfeiture of the Prize and the Promoter reserves the right to disqualify that Entrant (without further liability to that Entrant) and offer the Prize to the next eligible Entrant chosen at random by any of the Monster UK or Sunny Paradise LTD team.

4.3 Any Entrant and/or the Winner must comply with any directions given to them by the Promoter, prize provider must comply with all applicable laws, rules and regulations and restrictions. Failure to comply may result in an invalid entry and/or forfeiture of the Prize.

# 5. Liability

- 5.1 Nothing in these Terms and Conditions shall exclude or limit the liability of the Promoter for death or personal injury caused by its employees' negligence or fraud.
- 5.2 The Promoter shall not be liable for any fault, malfunction, damage, loss or disappointment suffered howsoever arising from participating in the Competition or from accepting the Prize whether due to any error, omission or other cause by the Promoter and its employees.
- 5.3 The Promoter shall not be liable for any damage or loss howsoever incurred.
- 5.4 The Promoter reserves the right to amend any element of the Competition, the Website and/or the Prize and shall not be liable for any damage or loss incurred due to the unavailability or inoperability of the Competition, the Website, any advertisement or link to the Website or any other method of entry.
- 5.5 The Promoter shall not be liable for any damage or loss howsoever incurred as a result of the occurrence of an event outside of its control as a result of, without limitation, strike, lock-out, labour dispute, illness, act of God, natural disaster, adverse weather conditions, war, riot, civil commotion, accident, epidemic or pandemic, malicious damage, fire, flood and/or storm, compliance with law or governmental order, rule, regulation or direction, breakdown of plant, machinery or transportation.
- 5.6 The Promoter shall not be liable to an Entrant in the event that an entry is lost or not properly received or recorded or where all or any part of the service relating to the Competition is discontinued, modified or changed in any way.
- 5.7 The Promoter shall be entitled to reclaim from an Entrant, any damages or loss suffered by the Promoter resulting from any claim made by a third party in respect of any matter arising from that Entrant's use of the services relating to the Competition in breach of the Rules and/or these Terms and Conditions or from that Entrant's violation of any applicable law or regulation.
- 5.8 The Promoter shall not be liable to reimburse an Entrant or the Winner for the cost of or expenses incurred in entering the Competition.

## 6. Privacy

- 6.1 Information and data ("**Personal Data**") provided by Entrants upon entry to the Competition will be held and used by the Promoter and its prize provider, service providers, network operators, suppliers and contractors in order to administer and fulfil the Competition.
- 6.2 Any Personal Data will be used in accordance with the Promoter's privacy policy which can be accessed at www.themonsteruk.com

- 6.3 The Promoter and/or the prize provider may be required to send Personal Data to third parties outside the United Kingdom, for the purposes of fulfilling and administering the Competition and/or the Prize and the Entrants and the Winner agree to such transfer for these purposes.
- 6.4 The Winner may be required to participate in publicity. The Promoter (or any third party nominated by the Promoter) may exercise its sole discretion to use the Winner's name and image and their answer relating to the Prize and the Competition for future promotional, marketing and publicity purposes in any media worldwide without notice and without any fee being paid. By entering this competition, the Winner agrees to the use of their names, images and comments in connection with the Competition by the Promoter for any promotional, marketing and publicity purposes in any media worldwide.
- 6.5 The Winner may be listed on the official MonsterUK Instagram, Twitter, YouTube Facebook channels along with the Website.

#### 7. General

- 7.1 The Rules and Terms and conditions shall be governed exclusively by and construed in accordance with the laws of England and all Entrants, the Winner and the Promoter shall irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.
- 7.2 The Competition is in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter, Instagram, YouTube or other platforms. By entering the Competition, Entrants acknowledge that all Personal Data and images provided are provided to the Promoter and not to Facebook.

#### 8. Contact Details

8.1 If you have a comment or query about the Competition or the Prize, please email

info@themonsteruk.com. Queries will be addressed as soon as possible.

# 1st October 2019