FoxRadar Black Friday Promotion 2023 Terms and Conditions

READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING. THE PARTICIPANT WILL BE DEEMED TO HAVE ACCEPTED THESE TERMS AND CONDITIONS AND AGREED TO BE BOUND BY THEM WHEN PARTICIPATING IN THIS PROMOTION. AMONG OTHER THINGS, THESE TERMS AND CONDITIONS INCLUDE LIMITATIONS OF THE PARTICIPANT'S RIGHTS AND REMEDIES.

- The promotor of this promotion is Certas Energy UK Limited (Company number 04168225) of 1st Floor Allday House, Warrington Road, Birchwood, United Kingdom, WA3 6GR (the "Promotor").
- 2. This Promotion is open between Thursday 23rd November 2023 and Thursday 30th November 2023 (the "Promotional Period") to the Promoter's customers in the UK (each a "Participant") that phone the Promoter on 0345 600 4040 referencing this Black Friday FoxRadar promotion (the "Promotion"), whereby a Participant may purchase a FoxRadar Telemetary Unit ("Unit") at a discounted price of £99, which comes with an additional 1 years' worth of Data Services (as defined in the FoxRadar T&C's) free of charge.

All Participants of the Promotion are subject to these general terms and conditions and the Fox Radar terms and conditions found at <u>FoxRadar Terms & Conditions - Certas Energy</u> ("**FoxRadar T&Cs**")

- 3. To be eligible to obtain the benefits of the Promotion, the Participant must:
 - a. comply with these terms and conditions;
 - b. call the Promoter on the number stated above referencing this Promotion during the Promotional Period;
 - c. Purchase a Unit from the Promoter; and
 - d. be a resident in the UK;

(together the "Eligibility Criteria")

- 4. If the Participant meets the Eligibility Criteria, then the Participant will be eligible to receive the following:
 - a. a FoxRadar Telemetry Unit (retailing at £115) at a discounted rate of £99; and
 - b. a years' worth of Data Services (retailing at £35 per annum) free of charge. together (the "**Reward**").
- 5. In the event that the Participant meets the eligibility criteria for the Reward, the Promoter will ensure that the Participant is entered into the Promoter's CRM (customer relationship management system).
- 6. By submitting to the promotion, the Participant confirms that they are eligible to do so and eligible to claim the Reward. The Promoter may require the Participant to provide proof that they are eligible to enter the Promotion.
- 7. The Participant will receive (at most) one Reward for their entry in the Promotion. The Participant will not be able to receive more than Reward during the Promotion Period.

- 8. Entries on behalf of another person will not be accepted, and joint submissions are not allowed. Likewise, submissions made via a customer's associated companies in its group, its agencies or anyone else professionally connected with them will not be accepted.
- 9. The Participant can only enter the promotion during the Promotion Period.
- 10. The Reward is non-transferable and cannot be substituted for a cash alternative or used against an alternative product.
- 11. The Promoter accepts no responsibility for entries not successfully completed due to a technical fault, technical malfunction, computer hardware or software failure, satellite, network or server failure of any kind.
- 12. The Promoter does not accept any responsibility if the Participant cannot take up the Reward.
- 13. The Promoter has the right to disqualify any entry not made in accordance with these terms and conditions, which it has reason to believe has been made in bad faith or if the Participant's conduct is contrary to the spirit or intention of the Promotion. The Promoter is entitled to do this on the basis of a suspicion and is not bound to inform the Participant or to provide proof.
- 14. The Promoter will have the right, where necessary, to undertake all such action as is reasonable to protect itself against fraudulent or invalid claims.
- 15. The Promoter reserves the right to replace the Reward with an alternative offer of equal or higher value if circumstances beyond the Promoter's control make it necessary to do so.
- 16. The Promoter's decision regarding any aspect of the Promotion is final and binding and will not enter into correspondence with the Participant (or their representatives) about it.
- 17. All promotions are subject to availability and while stocks last.
- 18. For the avoidance of doubt, Participants may return the Reward in line with clause 10 and 11 of the FoxRadar T&Cs.
- 19. To the maximum extent permitted by law, the Promoter shall not be liable for any loss and/or personal injury suffered by the Participant as a result of their participation in the Promotion.
- 20. The Promoter reserves the right to withdraw, amend or temporarily suspend the Promotion at its absolute discretion, provided that it shall not exercise this right unreasonably. The Promoter shall not be obliged to provide notice of the withdrawal. The Promotion does not confer the right to acquire the products.
- 21. The Promoter reserves the rights to modify and amend these terms and conditions from time to time during the promotion.
- 22. The Promotion and these terms are governed by English law and subject to the exclusive jurisdiction of the English and Welsh courts.
- 23. IMPORTANT DATA PROTECTION INFORMATION: Personal data supplied during the course of this promotion will only be processed as set out in the Promoter's privacy policy <u>https://certasenergy.co.uk/policies/privacy-policy</u>.