Capture the Moment: Be Featured in the Humphreys 2024 Calendar and Win £50 of John Lewis Vouchers! 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 COMPETITION. AMONG OTHER THINGS, THESE TERMS AND CONDITIONS INCLUDE LIMITATIONS OF THE PARTICIPANT'S RIGHTS AND REMEDIES.

- 1. The Promotor of this competition is Certas Energy UK Limited, in collaboration with H.W. Humphreys (a trading entity of Certas Energy UK Limited (the "Promotor").
- 2. This Competition is open to the Promoter's customers and prospective customers in Wales (only) aged 18 years or over (each a Participant"), excluding employees and their immediate families of Certas Energy and its associated companies in the DCC PLC group, its agencies or anyone else professionally connected with the Competition.
- 3. To enter the Competition, the Participant must complete the required fields on <u>https://humphreysoil.co.uk/north-wales-photo-calendar-competition-2023/</u> or send your name, address, marketing preferences and competition entry to Certas Energy UK Limited, Marketing Team, 1st Floor Allday House, Warrington Road, Birchwood, Warrington, Cheshire WA3 6GR before 4pm on 27th November 2023 (the "Closing Date") and meet the Eligibility Criteria set out below. The Participant's submission of an entry will be deemed to be acceptance of these terms and conditions and any other requirements set out in the promotional material as if they were set out in these terms and conditions.
- 4. To be eligible to participate in the Calendar Competition ("Competition"), each Participant must:
 - a. Be over the age of 18 when submitting their competition entry
 - b. Capture the picturesque landscapes of North Wales in a photograph format;
 - c. Share the photos via email at <u>marketing@certasenergy.co.uk</u> or complete the entry form <u>https://humphreysoil.co.uk/north-wales-photo-calendar-competition-2023/</u>
 - d. Ensure the submission reaches the Promoter by the Closing Date; and
 - e. Comply with these Competition terms and conditions

(the "Eligibility Criteria")

- 5. No purchase is necessary to enter the Competition and there is no charge to register for the use of the website.
- 6. The Promoter will **not** accept:
 - a. responsibility for competition entries that are lost, mislaid, damaged or delayed in transit, regardless of cause, including, for example, as a result of any postal failure, equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind; or
 - b. proof of posting or transmission as proof of receipt of entry to the Competition.
- 7. By submitting a competition entry, the Participant confirms that they are eligible to do so and eligible to claim any Prize they may win. The Promoter may require the Participant to provide proof that they are eligible to enter the Competition.

- 8. The promotion opens on 29th November 2023 and closes on 9th December 2023 (the "Competition Period").
- 9. The Promoter will not accept competition entries that are:
 - a. automatically generated by computer or created by artificial intelligence;
 - b. completed by third parties or in bulk;
 - c. illegible, have been altered, reconstructed, forged or tampered with;
 - d. photocopies and not originals;
 - e. incomplete; or
 - f. are photocopies and not originals
- 10. Six winners will be drawn at random, and the Prize is £50 of John Lewis Vouchers and their photo published in the Humphreys 2024 calendar (each a "Prize") for each winner.
- 11. The Prize is non-transferable and cannot be substituted for a cash alternative or used against an alternative product.
- 12. The winners will be drawn at random from all entries submitted in the Competition Period. The random draw for the Prize will take place on 13st of December (the "Draw Date") Promoter's decision is final in all promotional matters, and no correspondence will be entered into.
- 13. The winners will be notified by email or telephone (using details provided at entry) as soon as practicable and the winners must provide a postal address to claim their Prize.
- 14. 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.
- 15. The Prize cannot be used in conjunction with any other offer/promotion.
- 16. The Promoter must either publish or make available information that indicates that a valid award took place. To comply with this obligation, the Promoter will send the surname and county of major prize winners and, if applicable, copies of their winning entries to anyone who emails marketing@certasenergy.co.uk or anyone who fills out the form at https://humphreysoil.co.uk/north-wales-photo-calendar-competition-2023/ If you object to any or all of your surname, county and winning entry being published or made available, please email marketing@certasenergy.co.uk . In such circumstances, the Promoter must still provide the information and winning entry to the Advertising Standards Authority on request.
- 17. The Promoter will make all reasonable efforts to contact the winner. If the winner cannot be:
 - a. contacted or is not available;
 - b. has not claimed their Prize within 30 days of being notified that they have won; or
 - c. not satisfied the Eligibility Criteria

the Promoter reserves the right to offer the Prize to the next eligible Participant selected from the correct entries that were received before the Closing Date.

- 18. The Promoter does not accept any responsibility if the Participant cannot take up the Prize.
- 19. 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 your conduct is contrary to the spirit or intention of the Competition.

- 20. The Promoter reserves the right to replace the Prize with an alternative prize of equal or higher value if circumstances beyond the Promoter's control make it necessary to do so.
- 21. To the maximum extent permitted by law, The Promoter shall not be liable for any loss and/or personal injury suffered by the winner as a result of their participation in the Competition.
- 22. The Promoter reserves the right to withdraw, amend or temporarily suspend the competition at its absolute discretion, provided that it shall not exercise this right unreasonably.
- 23. The competition and these terms are governed by English law and subject to the exclusive jurisdiction of the English courts.
- 24. 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>. See also *Condition 16* with regard to the announcement of winners.