TERMS AND CONDITIONS FOR SHEARWELL DATA LIMITED 2019 EID STICK READER PRIZE DRAW

Key Terms: <u>Entry Period</u>: Entry is open from 1p.m. BST on 15/07/2019 to 11.59 p.m. GMT on 19/11/2019 ("Closing Date"). <u>Draw Date</u>: 21/11/2019 and the winner will be notified by the email provided at the time of entry. <u>Entry</u>: Entry is free. Entrants must have internet access, be aged 18 or over and live in the UK, IOM or the Channel Islands. Entrants must sign up to the Shearwell Email Newsletter and select the opt-in check box to enter the Prize Draw and agree to the full terms and conditions. In order to complete the sign up process, entrants need to click on the confirmation email to confirm their subscription. Without clicking on the confirmation email, the entry is not valid. <u>Prize</u>: One Shearwell EID Stick Reader SDL440S.

1. The "Promoter" is Shearwell Data Ltd, Putham, Wheddon Cross, Minehead, Somerset, TA24 7AS.

2. By entering this prize draw (the "draw") entrants agree to be bound by these terms and conditions and any other requirement set out in the material relating to this promotion.

3. This draw is only open to those who have internet access, are aged 18 or over and are resident in the UK, IOM or the Channel Islands.

4. The prize is one Shearwell EID Stick Reader SDL440S. The Prize is non-transferable and no alternative is offered. The Promoter reserves the right to provide substitute prize(s) of equal or greater value should the specified Prize become unavailable for reasons beyond its control.

5. Entrants must not be an employee or contractor of the Promoter or any subsidiary of the Promoter or be in any other way connected with this draw (including relatives of any such person).

6. Entry to the draw is free and there is no requirement to purchase any products from the Promoter.

7. Entries should be made by signing up to the Promoters Email Newsletter at this address <u>https://www.shearwell.co.uk/newsletter</u> and selecting the opt-in check box to enter the Prize Draw and agree to the full terms and conditions. In order to complete the sign up process, entrants need to click on the confirmation email to confirm their subscription. Without clicking on the confirmation email, the entry is not valid.

8. Entrants already subscribed to the Promoters Email Newsletter prior to the entry period are able to enter the draw during the entry period. This can done online by (i) updating their profile / subscription preferences (of their previously subscribed email) to select the opt-in check box to enter the Prize Draw and agree to the full terms and conditions or (ii) entering the draw as per clause 7 above.

9. There shall be one winner and one prize. The Promoter shall not be responsible or liable for any costs beyond the cash value of the prize and the postage charge.

10. The Promoter accepts no responsibility for (i) lost or delayed entries; or (ii) entries incorrectly completed and/or incorrectly submitted due to a technical fault of any kind.

11. The Prize Draw runs during the Entry Period until the specified Closing Date. Entries received after this date and time will not be valid.

12. The winner will be selected by random draw on 21/11/2019 (from all eligible entries received). The draw will take place under the supervision of an independent observer. The winner will be notified by email (using details provided at entry) before 30/11/2019. If a winner does not claim or agree to accept the Prize within 14 days of being notified by the promoter, then the winner's Prize will be forfeited and the promoter will be entitled to select another winner in accordance with the process described above.

13. The winner will be asked to provide an address for the prize to be sent to. Prizes will only be sent to a valid UK, IOM or Channel Island address unless otherwise stated.

14. By accepting the prize, the winners will co-operate with any publicity activity associated with the prize draw, where reasonably requested by the Promoter, and agrees that the Promoter may disclose the winner's name and county of residence on the Promoter's website.

15. Entrants agree that the Promoter may rely on such details as are provided by entrants when entering the draw. The Promoter accepts no liability or responsibility for loss of any kind arising out of or in connection with the submission of incorrect personal details by entrants to the draw.

16. Should a court or equivalent authority deem clause 15 to be unenforceable in whole or in part, the aggregate liability of the Promoter shall under no circumstances exceed the cash value of the prize.

17. Entrants' data will be collected, stored and processed by the promoter and 3rd parties (including, without limitation the Promoters marketing automation platform "Mailchimp" <u>https://mailchimp.com/</u>) for the sole purposes of administering and assessing this Prize Draw and providing the Prize and the Promoters Email Newsletter. Any personal data relating to the winner or any other entrants will be used solely in accordance with current UK data protection legislation and will not be disclosed to a third party without the entrant's prior specific consent.

18. No third party entries, bulk entries or entries submitted by agents will be accepted. Entry via or using malicious third party software (to be determined at the Promoters sole discretion), or any other electronic or automated means is strictly prohibited, including (without limitation) use of bots, crawlers, browser plug-ins or browser extensions that scrape and/or modify activity of the platforms used by the Promoter to deliver the Prize Draw. Entries not complying with these terms and conditions will be invalid.

19. The Promoter reserves the right to refuse to award the prize to anyone in breach of these terms and conditions.

20. The Promoter's decision regarding any aspect of the Prize Draw is final and no correspondence will be entered into.