Terms and Conditions

Competition General Terms and Conditions

**1. THESE TERMS AND CONDITIONS**

1.1 These terms and conditions (our “General Terms”) apply to all competitions promoted by Sytner Group Limited (the “Competitions”). Each Competition also has its own specific terms and conditions such as the details of how to enter, what the opening/closing dates are and what sort of prize you may win (the “Specific Terms”.) If the Specific Terms conflict with these General Terms, the Specific Terms will take precedence.

1.2 We may change these General Terms at any time. You should check our website regularly for any changes which will apply from the date that they are uploaded.

1.3 By entering any Competition you agree that you are legally bound by these General Terms and any applicable Specific Terms.

**2. IDENTITY OF THE PROMOTER OF THE COMPETITION**

2.1 Unless any Specific Terms tell you otherwise, the promoter of each Competition is Sytner Group Limited. If the Promoter is a third party the terms “we” and “us” in these General Terms shall refer to both Sytner Group Limited and the third party promoter.

2.2 Sytner Group Limited is a company registered in England and Wales. Our registered office is at 2 Penman Way, Grove Park, Leicester, LE19 1ST. You can write to us at that address if you have any concerns in relation to any of our Competitions or contact us by email to schoolcompetition2021@sytner.co.uk. Please set out clearly the name of the Competition and your concern.

**3. ELIGIBILITY RULES FOR OUR COMPETITIONS**

3.1 Where entrants are required to sign a release or other document before participating in a Competition and the entrant is under the age of 18 years, such document must be signed by that person’s parent or legal guardian before participation in the Competition.

3.2 Any minimum or maximum age requirements will be stated in the Specific Terms for the relevant Competition.

3.3 Certain Competitions may have additional eligibility requirements. Any such additional eligibility requirements will be stated in the Specific Terms covering the relevant Competition.

3.4 It will be our sole decision as to whether any eligibility requirement has or has not been met and we may require evidence or confirmation from entrants before awarding prizes.

3.5 Employees of Sytner Group Limited and their immediate families may not enter any Competition: neither may the employees of any third party prize providers or their immediate families.

**4. ENTRY AND ENTRY METHODS**

4.1 By post: To be valid, entries must be received after the opening time and before the closing time. Entries that are submitted before the opening time and after the closing time will not be entered in the Competition.

4.2 Email: To be valid, entries must be received after the opening time and before the closing time. Entries that are submitted before the opening time and after the closing time will not be entered in the Competition.

4.3 Webform: to be valid, entries must be received after the opening time and before the closing time. Entries that are submitted before the opening time and after the closing time will not be entered in the Competition.

4.4 Deficient entries: In all Competitions, we reserve the right to reject any entries that are inaudible, incomplete, incomprehensible, damaged or otherwise deficient. We also reserve the right to reject entries that are unlawful or which we consider to be otherwise harmful to the goodwill and reputation of our brand or the brand of the Competition Promoter that is running the Competition in question. We accept no responsibility for any late, lost or misdirected entries including but not limited to postal items or emails not received due to technical disruptions, network congestion or any other reason. Proof of posting of any postal entry will not be proof of our receipt of that entry.

4.5 Automated Entry: The use of any automated entry software or any other mechanical or electronic means that permits any person to enter any Competition repeatedly is prohibited.

4.6 Names: Entrants must enter Competitions using their legal names. We reserve the right to disqualify any entrant who uses multiple names and to require them to return any prize they may have won.

4.7 Multiple Entries. Unless otherwise permitted pursuant to any Specific Terms, no person may enter any Competition more than once and persons may not enter or participate as part of a syndicate or on behalf of any other person, syndicate, group, society or company.

4.8 Retrospective Effect. Where an entrant or prizewinner has been found to be in breach of any of the terms and conditions of a Competition and in particular where a person is in breach of the entry restrictions set out in rules 4.6 to 4.7 above, we may enforce our right to disqualify that person and require the return or reimbursement to us of any prize even where a prize has been awarded and/or actually provided to the entrant or prizewinner in question.

4.1 No Payment. No fees shall be payable to any entrant in relation to their entry in any Competition.

**5. PRIZES**

5.1 We reserve in all cases the right to replace the stated prizes with prizes that we consider to be of broadly equivalent value. We offer no cash alternative for non-cash prizes and prizewinners must accept prizes in the form offered. Where a prize is won by a person younger than 18 these General Terms, together with the Competition’s Specific Terms, must be signed by the prizewinner’s parent or legal guardian before the prize is awarded, and we reserve the right to award the prize to the prizewinner’s parent or guardian on behalf of the prizewinner.

5.2 Where entrants or prizewinners are required by us to sign a release or other document before redeeming a prize and the prizewinner is under the age of 18 years, such document must be signed by that person’s parent or legal guardian prior to the prize being awarded.

5.3 All prizewinners will be notified that they have won a prize within twenty eight (28) days of the closing date (28th February 2021) of the Competition by telephone, in writing, or via the method specified in the Competition Specific Terms.

5.4 Physical prizes will be sent to the prizewinners to an address within the UK only within 30 days of the Competition closing date via the UK mail service, unless otherwise stated. We will not be liable for any prizes which are lost, delayed, or damaged in the post for reasons beyond our control.

5.5 A list of prizewinners for any Competition is available by sending a request with a stamped addressed envelope, marked with the name of the Competition, to Sytner Group at the address above after the closing date.

5.6 We reserve the right to request proof of a prizewinner’s identity, age and address. In the event that a prizewinner cannot provide us with proof of identity and age reasonably acceptable to us, we may withdraw the prize and select another prizewinner.

5.7 We reserve the right to disqualify entrants from entering our Competitions or prizewinners from receiving their prizes where any such person engages in unsafe, illegal, unsociable or inappropriate behaviour.

5.8 All prizes are non-transferable and non-exchangeable. Where prizes consist of entry tickets, attendance at events and similar time-specific benefits, they must be taken on the dates specified in the relevant Specific Terms. If a prizewinner does not take any element of a prize at the time stipulated by us (or any relevant third party prize provider) then that element of the prize will be forfeited by the prizewinner. No cash will be awarded in lieu of that prize or part of it.

5.9 We make no representation or warranty in relation to prizes provided and to the fullest extent permitted by law we shall have no liability to you in relation to any prize, its fitness for purpose, merchantability or otherwise.

5.10 All stated prize values are at the supplier’s recommended retail price in pounds sterling and are correct at the time of printing. We take no responsibility for any fluctuations in prize values.

5.11 No additional, further or other costs or expenses are included in any prize unless stated. For example, the costs of transport to and from a venue or an event are not included, and any accommodation prize includes the basic room charge only.

5.12 Prizes supplied by third parties are always subject to availability. Third party suppliers of prizes may also often stipulate their own terms, conditions or restrictions and all prizewinners agree to be bound by these. Subject to paragraph 16.2, we shall have no liability in relation to any prize provided by a third party provider.

**6. EVENTS PRIZES**

6.1 Where the prize for any Competition involves the prizewinner’s attendance at (or tickets to) an event, the prizewinner acknowledges that we are not liable or responsible if any part of the event is cancelled, varied or rescheduled for any reason. If this means that the prizewinner (and/or any accompanying guests) cannot attend the relevant event, we shall be under no obligation to provide any cash or alternative tickets.

6.2 Entrants proposing to participate in any Competition which involves, or to redeem a prize which involves, performing stunts or physical challenges should notify us of any medical condition and we may at our absolute discretion require the entrant, as a condition of entering the Competition or receiving the prize:

1. to submit to a medical examination by a medical practitioner approved by us and to obtain medical clearance to participate in the Competition and/or redeem the prize; and/or
2. to execute a legal document to exonerate us from liability in a form prescribed by us in order to participate further in the Competition and/or redeem the prize.

6.3 Where prizes comprise or include “meet and greet” elements with celebrities, the prize may be subject to the availability of the celebrity in question or to rules imposed by the celebrity and we will have no liability for any inability or failure of any prizewinner to attend any “meet and greet” session that has been arranged and offered on any date nor will we offer any alternative prize or cash alternative or compensation for such failure.

**7. UNCLAIMED PRIZES**

7.1 All prizes must be claimed within twenty-one (21) days of our notification of winning or as otherwise stated in any Specific Terms. We reserve the right to award prizes unclaimed after this period to alternative prizewinners or not to award them at all.

7.2 If you do not provide us with correct and accurate up-to-date contact details, we will be unable to contact you and you may as a result forfeit your prize.

**8. PUBLICITY AND PERSONAL INFORMATION**

8.1 The personal information supplied by entrants when entering our Competitions will be used by us in accordance with our privacy notice which may be modified in respect of any particular Competition. You should always read our privacy notice as your entry in the relevant Competition is an agreement to be bound by the privacy notice. All entrants may have their details removed from our database by contacting us. If details are removed prior to the conclusion of the Competition and/or award of prize(s), entrants will however forfeit their right to claim any prizes.

8.2 If an entrant is required to submit a third party’s personal information as a part of entry into or participation in any Competition, each entrant must ensure that any other person whose details have been provided by the entrant to us has given or will give their consent for their details to be provided to us and to be contacted by us in relation to the relevant Competition.

8.3 It is a condition of entry to our Competitions that we have the right to communicate to the public the names and school names of prizewinners.

8.4 Sytner Group reserves the right to get in touch with competition entrants via email, on a one-off basis, to announce the competition winners or let those who haven’t won, know that they haven’t won.

8.5 Prizewinners also acknowledge that publicity materials featuring them may be provided to our third party prize providers for the purposes of promoting their association with the Competition and for awarding the relevant prizes.

**9. PHOTOGRAPHS AND VIDEOS**

9.1 Should any Competition require entrants to submit a photograph or video clip as a part of entry into or participation in a Competition (collectively, “Photograph”):

1. entrants warrant that they are the person in the photograph or have prior approval from the person in the photograph that it may be submitted as part of their entry;
2. entrants agree that we have the right to publish and communicate to the public the Photographs in any media (including but not limited to online) at all times without restriction or limitation throughout the world and not only for the purposes of the Competition;
3. entrants acknowledge that we may edit the Photographs in our sole discretion;
4. entrants agree that we have the right to use entrants’ first names, likenesses, school name and age in conjunction with the Photographs;
5. entrants agree not to bring against us any actions, suits, claims and demands us any respect of defamation or any infringement or violation of any personal and/or property rights of any sort from our use of their Photographs;
6. entrants unconditionally waive their right to seek or obtain an injunction to prevent or restrict our use of the Photographs; and
7. entrants aged under 18 shall have obtained the consent of a parent or a guardian (and will provide us with the contact details we need if we wish to verify this).

**10. DRAWS**

10.1 Where any prize is awarded via a prize draw, prizewinners will be chosen at random from all qualifying entries within twenty eight (28) days of the Competition closing date.

10.2 If we become aware that the same person has been selected as a prizewinner more than once, that person will win once only and we will draw another name.

**11. COPYRIGHT**

11.1 By entering our Competitions all entrants:

1. assign to us all rights (including present and future copyright) in their entry in all media (including, without limitation, the internet) and whether in existence now or created in the future;
2. agree not to assert any moral rights in respect of their entry (wherever and whenever such rights are recognised) against us, our assigns, licensees and successors in title;
3. undertake to us that their entry is not in breach of any third party intellectual property rights and will not contain anything, which is defamatory, indecent, harassing or threatening and that they will indemnify us for any loss, damage or liability arising should this turn out not to be true. If relevant, we reserve the right, but not the obligation (and without limiting entrants’ warranty and indemnity as set out above), to screen, filter and/or monitor information provided by the entrant and to edit, refuse to distribute or remove the same; and
4. confirm that they have the right, power and authority to grant the rights set out above and that they have obtained all consents and permissions necessary to grant us the same.

11.2 For the avoidance of doubt, all rights in the name and title of the Competition and the format of the Competition are our sole property and we may exploit the same at our absolute discretion.

**12. TAMPERING AND OTHER MATTERS**

12.1 If for any reason any Competition is not capable of running as planned as a result of any (including but not limited to) technical failures, unauthorised intervention, computer virus, mobile network failure, tampering, fraud or any other causes beyond our control which corrupt or affect the administration, security, fairness, integrity or proper conduct of a Competition, we reserve the right to cancel, terminate, modify or suspend the Competition and/or any draw/s or judging related to the Competition and/or to disqualify any individual who (whether directly or indirectly) causes the problem.

**13. TERMINATION OF COMPETITION**

13.1 We may vary the terms of, or terminate, a Competition at any time at its absolute discretion without liability to any contestant or other person. We will not award any prize if the Competition is terminated.

**14. DECISIONS FINAL**

14.1 All our decisions relating to any Competition and/or redemption of the prizes are final. No discussions or correspondence with entrants or any other person will be entered into.

14.2 Tiebreakers, disputes, conflicts, questions or concerns will be managed by us and, if required by law, by an independent adjudicator.

14.3 Where a Competition involves voting, the accuracy of the pooled results received and published by us will be deemed to be final and binding and no correspondence will be entered into.

**15. FAILURE TO ENFORCE TERMS AND CONDITIONS**

15.1 A failure by us to enforce any one of these terms and conditions in any instance(s) will not give rise to any claim or right of action by any entrant or prizewinner, nor shall it be deemed to be a waiver of any of our rights in relation to the same.

**16. EXCLUSION OF LIABILITY**

16.1 Except as specifically set out herein and to the maximum extent permitted by law, all conditions, warranties and representations expressed or implied by law are hereby excluded.

16.2 To the fullest extent permitted by law, we hereby exclude and shall not have any liability to any entrant or prizewinner in connection with or arising out of any Competition howsoever caused, including for any costs, expenses, forfeited prizes, damages and other liabilities, provided that nothing herein shall operate so as to limit or exclude our liability for personal injury or death caused by our negligence. For the avoidance of doubt, this paragraph 16.2 shall also apply in respect of any prize provided by a third party provider.

16.3 In the event that any provision of these General (or any Specific) Terms are held to be illegal, invalid, void or otherwise unenforceable, it shall be severed from the remaining provisions which shall continue in full force and effect.

**17. LAWS**

17.1 These General Terms (and any Specific Terms) shall be construed in accordance with and governed by the laws of England and Wales.