

## **Competition Terms and Conditions**

### **1. Definitions and introduction**

- 1.1 All of our Competitions will be subject to these Competition Terms and Conditions and (ii) the Specific Rules and you will be bound by these Terms when you enter or participate in any Competition or accept any Prize. If these Competition Terms and Conditions differ or conflict with any Specific Rules then the Specific Rules will prevail.
- 1.2 We may add to, amend or vary these Competition Terms and Conditions from time to time, at our discretion.
- 1.3 You agree to co-operate with and comply with all reasonable requests made by us in connection with any Competition and its broadcast.

### **2. Eligibility and Entry Criteria**

- 2.1 In order to make a valid entry into a Competition you must enter as an individual using your legal name and make only one entry per Competition, unless the Specific Rules allow you to make multiple entries.
- 2.2 The Specific Rules will state if there are any age restrictions relating to the Competition.
- 2.6 No multiple, bulk, automated, machine assisted, third party, syndicate or other group entries will be accepted. We shall disqualify any entries which, in our reasonable opinion, appear to have used any of these entry methods including multiple entries from the same IP address or telephone number, unless the Specific Rules state that multiple entries are permitted.
- 2.8 We may ask you to provide us with proof of your eligibility to enter a Competition and we reserve the right, in our sole discretion, to decide whether or not eligibility criteria have been met. Breach of any of the criteria contained in this Clause 2 may result in your disqualification from a Competition and/or the withdrawal of a Prize.
- 2.9 In case of underage, during the application email must be sent your parents/legal tutor details.

### **3. Entry methods**

- 3.1 In order to apply, you have to send an email to [contest@allinpackaging.com](mailto:contest@allinpackaging.com) with the contest name in the subject field, with the picture attached of maximum of 1024 x 768 pixels.
- 3.2 The picture must show your Name (or NickName) with the lettering of "All In Packaging Contest"
- 3.3 You have to like our Facebook page: <https://www.facebook.com/PackagingClub> in order to be tagged in your picture.
- 3.4 In the email, you have to specify all of your details such as: Name, Surname, Address, and, according to 2.9, also your family details. If your Facebook name is different, must be specified.
- 3.5 For Competitions involving online voting only one vote for each valid email address will be accepted and we reserve the right to disqualify any Entrant making, or attempting to make, multiple votes.

### **4. Prizes**

- 4.1 If you win a prize, we will notify you within 28 days of the end date of the Competition and you will then have 28 days within which to claim the Prize. If you fail to claim the Prize within the time-limit, or fail to comply with any other instructions or time-limits notified to you, you will forfeit your right to the Prize and your claim will be invalid.
- 4.2 We reserve the right, at our absolute discretion, to request certain evidence relating to your Competition entry including proof of identity, age and address.
- 4.4 All Prizes are non-transferable and may not be given, assigned or sold to another person.
- 4.5 Prizes cannot be exchanged for cash or other alternatives except by us in accordance with clause 10.1.
- 4.6 You will not be entitled to receive a Prize which, for any reason, you would be prohibited by law from purchasing, using or owning.
- 4.7 Unless otherwise stated in the Specific Rules, you may not win more than one Prize per Competition and we reserve the right to withhold or reclaim any second or subsequent Prize.
- 4.9 No fee is payable to you in respect of your involvement in the Competition.
- 4.10 According to the items codes in our webshop, the "The most liked" prize include:
  - 20 pcs of # 2363
  - 20 pcs of #102185
  - 20 pcs #101206
  - 15 pcs #100258
  - 20 pcs of #102138
  - 10 pcs of #102071
  - 20 pcs of #2372"The best idea" prize include:
  - 10 pcs of #2363
  - 10 pcs of #101206
  - 5 pcs of #100258
  - 10 pcs of #102138
  - 5 pcs of #102071
- 4.11 "The most liked" and "The best Idea" prizes can be assigned to the same person.
- 4.11.1 In the case of same winner for both prizes, everything will be delivered at once.

### **5. Health and Safety**

- 5.1 We reserve the right to disqualify you from the Competition and/or Prize (without liability or compensation) if you (in our opinion, which shall be final) conduct yourself in a way which exposes you or others to any medical, security, safety or other risk whatsoever (including being intoxicated or abusive in any way).

### **6. Confidentiality and Publicity**

- 6.1 You agree to keep confidential any information which you know or reasonably ought to know is confidential and relates to us, our business or the Competition or Prize.
- 6.2 You agree to participate, at our request, in publicity and you agree that we own all Intellectual Property Rights in, and may use at our absolute discretion, such publicity/interviews. We may refer to your association with the Competition and/or the Prize in all publicity, marketing and materials.

6.3 We may publish winners' names and counties and make them available to third parties upon their request which may be made by sending a self-addressed stamped envelope to our address up to 1 month after the closing date for the relevant Competition.

#### **7. Intellectual Property Rights**

7.1 By entering a Competition or submitting a video, image, audio file or any other materials in relation to a Competition or Prize (the "Products") you: confirm the grant by you to us of a worldwide, perpetual, royalty free licence in the Intellectual Property Rights in the Products or Competition entry, waive any moral rights and like rights you have in relation to the Products or Competition entry so that we shall be entitled to use the Products or Competition entry in any and all media at no cost to us and warrant to us that the Products or Competition entry:

7.1.1 **will not show directly the brand of the product**

7.1.2 will not infringe the Intellectual Property Rights, privacy or any other rights of any third party;

7.1.3 will not contain anything which is untrue, defamatory, obscene, indecent, harassing or threatening;

7.1.4 do not violate any applicable law or regulation (including any laws regarding anti-discrimination or false advertising);

7.1.5 are not obscene or pornographic;

7.1.6 do not, to the best of the your knowledge, contain any viruses or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information;

7.1.7 are free from any encumbrances such that we may use the Products in accordance with and in the manner set out in these Terms..

#### **8. Disqualification**

8.1 We reserve the right (without accepting any liability or giving you any compensation) to disqualify you from a Competition and/or withhold or withdraw a Prize (or seek compensation from you therefor) if (in our opinion, which shall be final):

8.1.1 you are in breach of the Terms or any of your obligations, representations and/or warranties under this Agreement;

8.1.2 your conduct is inappropriate or contrary to the spirit or intention of the Terms or of the Competition;

8.1.3 you have committed or undertaken any fraud, dishonesty, deceit, misconduct or similar action including providing any false or incorrect information;

8.1.4 your act(s) or omission(s) might have an adverse effect on the Competition or All In Packaging;

8.1.5 it is in our best interests (or that of our webshop) to do so.

8.2 Entries that are incomplete, indecipherable, corrupt, late or otherwise not in accordance with entry instructions will not be accepted.

8.3 In the event of your disqualification from the Competition/Prize:

8.3.1 we reserve the right to select another Entrant to take part in the Competition; and

#### **9. Cancellation of the Competition**

9.1 We shall be entitled, in our reasonable discretion, to cancel, delay and/or recommence a Competition with immediate effect by online announcement without any liability to you. If we cancel a Competition after you have claimed a Prize, we will use our reasonable endeavors to offer you an alternative Prize. If we offer you an alternative Prize but you do not accept it, you shall have no claim against us.

9.2 We may cancel a Competition if we believe we have good reason to do so, including if:

9.2.1 a broadcasting, publishing, production, distribution or printing error of any kind occurs;

9.2.2 there have been any errors in the preparation for, or the conduct of, the Competition materially affecting the result of the Competition, the number of Prize claims or the value of the Prize claims.

#### **10. Exclusion of liability/indemnity**

10.1 Nothing in the Terms excludes our liability for:

10.1.1 death or personal injury arising out of our negligence or the negligence of our employees;

10.1.2 fraud or fraudulent misrepresentation by us or our employees; or

10.1.3 any other liability that cannot be excluded or limited by law.

10.2 Without prejudice to the provisions of Clause 11.1, we exclude all liability whatsoever for any costs, expenses, losses, damages, liabilities, injury or disappointment (other than any costs and expenses specifically provided for in the Competition and/or Prize) including any loss of profit, business, contracts, revenues or anticipated savings and whether special, direct, indirect or consequential suffered by you howsoever arising in connection with the Competition and/or Prize.

10.3 Without prejudice to the provisions of Clause 11.1 and subject to the provisions of Clause 11.2, we shall have no liability whatsoever:

10.3.1 in respect of Competitions operated by third parties and featured on air or on our websites. The relevant third party will be responsible for the fulfillment of the Competition. We accept no responsibility for the acts or omissions of such third parties;

10.3.2 in the event of postal, telephone, text message or online entries delayed or not received by us as a result of network incompatibility, technical faults or for any other reason;

10.3.3 for any person not being able to enter a Competition for any reason, including system failure, error, the application through which online entries are made being down, hacks on the system or personal computer issues;

10.3.4 for any losses suffered by you in submitting data to any of our websites;

10.3.5 for any mistakes in the source material utilised by our question compilers;

10.3.6 for Prizes which are lost, delayed or damaged in the post or otherwise not validly received by you.

10.4 The decision of our judges is final and conclusive in all circumstances and no correspondence will be entered into.

10.5 You agree to indemnify us and our radio stations and employees against all costs, losses, damages, expenses and liabilities (including for loss of reputation and goodwill and professional advisors fees) suffered by us arising as a result of a breach by you of your obligations under the Terms or in any way in connection with your failure to follow our reasonable instructions with regard to your entry into the Competition or taking of any Prize.

#### **11. Force Majeure**

11.1 We shall not be liable to perform any of our obligations under the Competition or in respect of the Prizes where we are unable to do so as a result of unforeseen circumstances or circumstances beyond our reasonable control and whilst we may (but shall not be obliged to) endeavor to provide an alternative Prize of equal value, we shall not be liable to compensate you in such circumstances.

#### **12. General**

12.1 The terms represent the entire agreement between you and us relating to the Competition and/or the Prize and supersede any prior representations, agreements, negotiations or understandings (whether oral or in writing). No variation of the Terms is effective unless approved by an authorised representative of All In Packaging in writing.