**TERMS AND CONDITIONS FOR FREE PRIZE DRAW**

**A CHANCE TO WIN A [PRIZE]**

**Conditions of entry**

# This prize draw (the "**Promotion**") is only open to UK residents, excluding employees and agents of (a) the Promoter or (b) any company connected with the production or distribution of this Promotion, as well as their relatives or members of their family or household.

# Entrants must be aged 18 years or over at the time of entry. Proof of eligibility must be provided upon request.  By entering the Promotion you are deemed to accept and be bound by these terms and conditions.

# The Promotion is free to enter and entrants can enter by [insert].  Only one entry will be accepted per person or email address.

# The Promotion will start at [00:01] on [insert] and the closing time/date for the Promotion is [23:59] on [insert].

# **Winner**

# There will be [one winner] who will be selected in a random draw by an independent judge from all eligible entries, held on [insert date]*.*  The winner(s) will be notified by the Promoter by email within [one week] of this date and will be given details of how to accept their prize.  Failure by the winner(s) to accept the prize in the manner specified within [one week] of the Promoter's email will make any claim invalid and the Promoter will then select another winner (again selected randomly in a draw) from all remaining eligible entries who will be contacted as above.

# The prize is a [insert prize including type/specification etc].

# Gifts, prizes and other promotional items are not transferable, may not be re-sold and are subject to availability. The Promoter reserves the right in their reasonable discretion to substitute any such gift, prize or item with a gift, prize or item of equal value.

# The name and county of the prize winner will be available after the closing date by submitting a written request to the Promoter.

# Entrants agree to provide reasonable cooperation to allow the Promoter to use the name and/or likeness of the winner for advertising and publicity purposes in connection with this Promotion including but not limited to publication of the winner's name and photograph on the Promoter’s websites. In addition, by submitting an entry and in consideration of the Promoter granting a right to enter the Promotion, entrants agree to grant the Promoter a perpetual, royalty-free, non-exclusive, sub-licensable right and licence to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute and exercise all copyright and publicity rights with respect to any materials contained in the entry (including but not limited to text, images or video materials) (the “Materials”) worldwide and/or to incorporate the Materials in other works in any media now known or later developed for the full term of any rights that may exist in the Materials. By submitting Materials to the competition, an entrant:

## warrants that the Materials are its own original work and that it has the right to make them available for all the purposes specified above; that it does not infringe any law; that it is not obscene or libellous; and that it does not violate the rights of any third party;

## agrees to indemnify the Promoter against all legal fees, damages and other expenses that may be incurred as a result of a breach of the above warranty;

## agrees to waive any moral rights in the Materials for the purposes of its submission to, and publication by, the Promoter and the purposes specified above.

# **Personal information**

# Any personal information provided to us during the entry process (including but not limited to your name, e-mail address, telephone number and date of birth) must be correct. We accept no responsibility for any incorrect personal information provided to us.

# We will hold your personal information in accordance with these terms and conditions and our privacy policy (available here: [www.dailymail.co.uk/privacy]). [[*Name of any third party that may also receive personal data*] will hold your personal information in accordance with its privacy policy [*insert link*].]

# **General**

# The determination and decision of the Promoter on all matters shall be final and no promotional correspondence or discussion will be entered into. The Promoter reserves the right in its reasonable discretion: (a) to disqualify any claimant, competitor or nominee whose conduct is contrary to the spirit of the rules or the intention of the promotion and to declare as void any or all of their claims or entries based on such conduct; (b) to declare as void any claims or entries resulting from any printing, production and/or distribution errors (including but not limited to any error(s) on any website of the Promoter, any game cards and/or other printed materials) or where there has been error(s) in any aspect of the preparation for or conduct of the promotion materially affecting the result of the promotion or the number of claimants or the value of claims; (c) to add to or to waive any rules on reasonable notice; and/or (d) to cancel the promotion or any part of it at any stage in the event of circumstances beyond the Promoter's reasonable control.

# No entries will be accepted in bulk, from agents or third parties.

# To the fullest extent permitted by law (and subject to paragraph 14 below), the Promoter hereby excludes all warranties, representations, covenants and liabilities (whether express or implied) relating to this Promotion and/or the prize.

# Nothing in these terms and conditions shall exclude the Promoter's liability for: (i) death or personal injury as a result of its negligence; (ii) fraud or fraudulent misrepresentation; or (iii) any liability that cannot be limited or excluded by law.

# The Promoter reserves the right, in its sole discretion, to modify, suspend or cancel the Promotion should virus, bugs, tampering, fraud or other causes beyond the reasonable control of the Promoter corrupt or hinder the administration, security or proper play of the Promotion.

# If any of the provisions of these terms and conditions are held to be invalid or unenforceable in whole or in part that part shall be severed from the remainder of the provisions and the validity of the other provisions and the remainder of the provision in question shall not be affected.

# These terms and conditions shall be governed by the laws of England and any dispute shall be subject to the exclusive jurisdiction of the English courts.

**Promoter**

# The Promoter is [insert], Northcliffe House, 2 Derry Street, London, W8 5TT, (company number [insert]).