

# JAZZ FM COMPETITION TERMS & CONDITIONS

## 1. Introduction

1.1 In addition to these competition terms and conditions, competitions may also have their own specific terms and conditions (a link to which is available on the relevant competition page) (together **Competition Terms**). Acceptance of these terms and conditions includes an acceptance of the specific competition terms and conditions. Where there is any conflict between the two, the specific terms and conditions will take precedence.

1.2. These terms and conditions apply for all competitions unless otherwise stated. By entering any competition you agree that you will be legally bound by the Competition Terms.

1.3. The 'promoter' of a competition is the person legally responsible for operating it. Unless otherwise stated, the promoter is Jazz FM Investments Limited trading as Jazz FM (**Jazz FM**).

1.4 The promoter reserves the right to alter or amend the Competition Rules without prior notice and to suspend the competition or cancel the competition at any time. Any updates will be displayed here on the website.

1.5 You agree you not to do anything which might bring the promoter into disrepute or affect the reputation of the competition the promoter or any prize provider.

## 2. Competition Entry

2.1. Unless otherwise stated, each contestant can enter each competition only once and in their own legal name.

2.2. Unless otherwise stated, all contestants must be over 18 years of age and usually resident in the United Kingdom.

2.3 Jazz FM may require an entrant or winner to provide confirmation of age or residency or any other eligibility requirement stated by any specific terms and conditions.

2.4. Employees and relatives of employees of Jazz FM or any third party prize provider or promoter are not eligible to enter a competition.

2.5. The competition will run until the competition has been completed or has run its course. The promoter reserves the right not to give away any prize if no winner is found.

2.6 Failure to gain access to competitions due to technical difficulties, network congestion, faulty website or for any other reason is not the responsibility of the promoter. The promoter cannot be held responsible for any loss that may be incurred by listeners attempting to enter competitions. Proof of posting of any postal entry will not be proof of our receipt of that entry.

2.7 The promoter reserves the right to reject any entries that are incomplete, incomprehensible, damaged, inaudible or otherwise deficient. The promoter also reserve the right to reject entries that are unlawful, indecent, racist, inflammatory, defamatory or otherwise may bring the reputation of the promoter or any third party prize provider into disrepute.

2.8 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.

2.9 Where an entrant or prizewinner has been found to be in breach of any of the Competition Terms, the promoter may disqualify that person and require the return or reimbursement to the promoter of any prize.

### **3. Prizes**

3.1. Unless otherwise stated, there is no cash alternative to the advertised prizes and prizes are strictly non-transferable and non-exchangeable.

3.2. The promoter reserves the right in all cases to replace the stated prize with a prize that the promoter considers to be of broadly equivalent value.

3.3. The promoter is not responsible for any tax payable on any prize.

3.4. The promoter makes no representation or warranty in relation to any competition prize and to the fullest extent permitted by law, has no liability to you in relation to any prize, its fitness for purpose merchantability or otherwise.

3.5. The promoter shall notify all prizewinners within 28 days of the closing date of the competition by email or telephone (provided a valid email address or telephone number has been provided). If we are unable to contact you using the contact details you have provided, you may as a result forfeit your prize.

3.6. Prizes must be claimed within 14 days from Jazz FM first notifying you or within the time specified by the specific competition terms and conditions.

3.7. The prize is awarded on the basis promoted and, unless otherwise stated, no other additional or further costs or expenses are included e.g. the costs of transport to or from a venue.

3.8. If you are unable to attend the specific dates advertised in any event-based competitions no substitute will be available and you will be treated as disqualified from the competition and the promoter reserves the right to offer the prize to another entrant if it wishes. Any time off work or study to participate in a competition is the sole and absolute responsibility of each contestant.

3.9. Unless otherwise stated, all contestants chosen are those who have entered at the advertised time and are chosen in line with the advertised promotion of the competition. If the same name is chosen more than once, another name will be drawn.

3.10. Unless otherwise stated, there is only one prize per competition and all prizes are offered in good faith. It is recognised that at times genuine mistakes can occur. If a mistake has occurred, then the promoter, in its sole discretion can decide to award the prize to the person(s) who in its view was the original winner of the competition and shall have no further responsibility to any other person in this regard.

3.11. Prizes offered by the promoter are in most cases provided to the company by a third party or sponsor. At the end of the competition the liability passes from the promoter to the third party or sponsor for the deliverance of the prize offered. If the sponsor or third party thereafter cannot deliver the product or prize due to liquidation or otherwise, the promoter is not liable for its provision.

3.12. If the rules to competitions have been broken or the answer has been revealed to a contestant by any third party, such contestant may be disqualified and the prize may be withdrawn.

#### **4. Publicity**

4.1. You agree to participate, at the promoter's request, in publicity (including interviews) and you agree that the promoter shall own all intellectual property rights in, and may use at its absolute discretion, such publicity/interviews.

4.2. The promoter may refer to your association with the competition and/or the prize in all publicity, marketing and materials.

4.3. You agree that you shall not publicise your involvement in the competition or the fact that you have won a prize except with the promoter's prior written consent.

4.4. The promoter may publish winners' names, post codes or towns and make them available to third parties upon their request which may be made by sending a self-addressed stamped envelope to the promoter's address up to one month after the closing date for the relevant competition.

#### **5. Holiday Prizes**

**The following special terms apply to holiday prizes. Holiday prizes are also usually subject to terms and conditions required by the provider or promoter which will also apply.**

5.1. Unless otherwise stated, insurance is not provided as part of any holiday prize. It will be each prizewinner's and (if applicable) their guest(s)' responsibility to take out at their own cost all relevant insurance (including but not limited to health and travel insurance, insurance for theft, loss and damage to property) which may be required or prudent to be taken.

5.2. All insurance, spending money and other expenses, unless otherwise stated, are costs for the prizewinner and are not provided as part of any holiday prize. Unless stated otherwise, holiday prizes consist of flights and accommodation only. Unless otherwise stated, holiday prizes do not include airport departure or government taxes. These must be paid by the prizewinner and any guest(s).

5.3. The prizewinner and any guest(s) must have and maintain valid passports endorsed with all relevant visas and with expiry dates no less than such duration as may be required by any relevant regulation which it is the duty of the prizewinner to find out. These passports, and their holders, must not be subject to any restrictions on the rights to travel to and from the applicable country or countries. The promoter shall not be responsible for ensuring your (or your guest(s)) ability to travel to your holiday destination nor for any additional costs incurred should you be refused entry due to passport control and in-country authorities refusal of the right to entry to any country. Prizewinners and their guest(s) are responsible for ensuring that they complete any special travel registrations or requirements specified by the country to which they are travelling in the time period require. Failure to do so will forfeit their holiday prize.

5.4. Unless otherwise stated, all holiday prizes must be taken within six (6) months of the closing date of the relevant competition or the prize will lapse.

5.5. It is the responsibility of the prizewinner and any guest(s) (if applicable) to check any travel advisories issued by the UK Government and determine whether they wish to accept the risk of travelling to the holiday destination. The promoter is not be responsible for any loss or damage suffered by any prize winner and their guests (if applicable) arising out of their failure to follow any travel advisories issued by the UK Government.

5.6. The prizewinner and their guest(s) (if applicable) must comply with and are responsible for obtaining any inoculation and health regulations required by any holiday prize destination country.

5.7. The promoter is not be liable or responsible for any loss or damage suffered by any prize winner or their guest(s) (if applicable) should any prize winner or their guest(s) (if applicable) not redeem a holiday prize as a result of any Government travel warning or advisory applicable to the destination country and/or countries or for any other failure on their part to travel. The promoter has no obligation to substitute any alternative prize, cash equivalent or other compensation where a prizewinner and/or their guest(s) (if applicable) fail to redeem a holiday prize for any reason.

5.8. Prizewinners and their guest(s) must comply with the terms and limitations of airlines, other transport providers, and the venues involved in the provision of any holiday prize, including any insurance policy relating to the holiday. In particular, entrants must comply with all health and safety guidelines and instructions and all applicable legal and regulatory requirements.

5.9. Where holiday prizes include a place for a guest or guests of the winner then these terms also apply to those persons and acceptance of these Competition Terms includes an obligation to notify the winner's guest(s) of these Competition Terms.

## **6. Event Prizes**

6.1. Where the prize for any competitions involve the winner's attendance at (or tickets to) an event, the prize winner acknowledges that the promoter is not liable or responsible if any part of the event is cancelled, varied or rescheduled for any reason and the promoter is under no obligation to provide any cash or alternative tickets.

6.2. Where prizes comprise or include "meet and greet" elements with celebrities, the prize may be subject to the availability of the celebrity in question and the promoter will have no liability for any inability or failure of any prizewinner to attend any "meet and greet" session offered on any date nor will we offer any alternative prize or cash alternative or compensation for such failure.

6.3 If the competition or prize requires you to undertake any physical activity please ensure, before entering the competition, that you (i) are in good health and (ii) have no underlying medical condition and are taking no medication that could adversely affect you.

6.4 Please ensure that you notify the promoter immediately if you become ill or become aware of any other relevant medical or health and safety information which could affect your participation in a competition and/or prize. You must comply with all safety requests made by the promoter or its representatives.

6.5. The promoter reserves the right to disqualify you from the competition and/or receipt of the prize (without liability or compensation) if you (in the promoter's 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).

## **7. General**

7.1 Except as specifically set out in the Competition Terms, all conditions, warranties and representations expressed or implied by law are excluded.

7.2 Under no circumstances will Jazz FM be liable for any of the following losses or damage (whether such losses were foreseen, foreseeable, known or otherwise) in relation to a

competition or a prize: (a) loss of data; (b) loss of revenue or anticipated profits; (c) loss of business; (d) loss of opportunity; (e) loss of goodwill or injury to reputation; (f) losses suffered by third parties; (g) waste management or office time; or (h) any indirect, consequential, special or exemplary damages howsoever arising from in connection with the Competition and/or Prize. Nothing in these Competition Terms excludes or limits Jazz FM's liability for death or personal injury or any other liability that cannot be excluded or limited by law.

7.3. You agree to indemnify us and keep us fully and effectively indemnified from and against all claims, damages, expenses, costs and liabilities (including legal fees) arising from any breach or suspected breach of these Competition Terms by you or any failure by you to follow our reasonable instructions with regards to your entry into the competition or taking of any prize.

7.4. No correspondence will be entered into regarding competitions. The promoter's decision is final. Any dispute or conflict will be managed by the promoter or if required by law, by an independent adjudicator.

7.5. The promoter shall not be liable to perform any of our obligations under the competition or in respect of any prize where we are unable to do so as a result of unforeseen circumstances or circumstances beyond our reasonable control and whilst we may (but are not obliged to) endeavour to provide an alternative prize of equal value, we shall not be liable to compensate you in such circumstances.

7.6. The Competition Terms not intended to benefit or be enforceable by any third party and the Contracts (Rights of Third Parties) Act 1999 shall not apply to these Terms.

7.7. The Competition Terms constitute the entire agreement between you and the promoter in relation to the competition or the prize and supersede all previous agreements.

7.8 If any court of competent jurisdiction finds any provision of these terms to be void or unenforceable for any reason, such provision shall be ineffective to the extent of the courts finding without affecting the validity and enforceability of any remaining provisions.

7.9. Any failure by the promoter to enforce any of the Competition Terms does not give rise to any claim or right of action by any person and shall not be deemed to be a waiver of the promoter's rights in relation to the same.

7.10. Unless otherwise state, the Competition Terms shall be governed by and interpreted in accordance with the laws of England and Wales.