

## TERMS AND CONDITIONS

### 1. CONTEST FORMAT

To qualify for a Prize a Contestant must correctly guess the Winning Combination, which will have been preselected by Underwriters prior to the start of the Contest.

- a. **Underwriters** will provide the **Insured** with a promotional safe to be used for the **Contest**. The opening of the promotional safe or any communication by the safe that the attempt is correct does not constitute a **Winner**. To qualify as a **Winner** the six digit combination forming the **Contestants** attempt must match the **Winning Combination** in the sealed security envelope.
- b. Prior to the start of the **Contest**, **Underwriters** will randomly select the **Winning Combination** and place it in a sealed security envelope. **Underwriters** will then set the promotional safe with the **Winning Combination**. The promotional safe and the security envelope (which will be marked with the time and date of the **Contest**) will be sent to the **Insured**. The **Insured** must ensure that they are kept in secure place and that the sealed security envelope remains unopened until confirmation is received from **Underwriters**.
- c. **Contestants** enter this **Contest** by making an attempt. An attempt will comprise of a six digit combination from the range 000000-999999. For example "012345 or 115978". The six numbers will need to be matched in the exact order.
- d. All **Contestants** must complete an entry form (as provided by **Underwriters** or agreed in writing by **Underwriters**) prior to making their attempt. Once they have completed their entry form, the **Contestant** will enter their six digit combination into the promotional safe.
- e. If the promotional safe opens during the **Contest** or the screen on the promotional safe communicates that there has been a **Winner** the **Client** must immediately telephone the **Underwriters Representative** and inform them of the **Contestants** attempt (as written on the entry form). If this matches the **Winning Combination** as contained in the sealed security envelope, the **Underwriters Representative** will confirm so to the **Insured**. The **Insured** will be required to return the promotional safe, the sealed security envelope and all entry forms for the **Contest** to **Underwriters**. If the sealed security envelope has been opened or tampered with in any way this will result in a claim denial.
- f. At the end of the **Contest**, if there has not been a **Winner** the **Insured** may open the sealed security envelope and enter the **Winning Combination** into the promotional safe to demonstrate that there was a valid **Winning Combination** in the promotional safe. Once the sealed security envelope has been opened there will be no possibility for a **Winner** or a claim under this **Contract**.
- g. If the number of attempts at this **Contest** exceed the number of attempts specified in the Schedule an adjustable premium will be due to **Underwriters** per additional attempt (as outlined in the schedule). Any additional premium is payable within seven days of the end of the **Contest**.
- h. There will be a maximum of 10 attempts by any one **Contestant** at this **Contest**. If a **Contestant** exceeds their 10 attempt limit any additional attempts will be invalid.
- i. A representative of the **Insured** must supervise the **Contest**. It is the responsibility of the **Insured** to verify that all **Contestants** and anyone else that is involved in this **Contest** have a full understanding of all terms and conditions outlined herein under this **Contest Format**.
- j. At all times other than during the **Contest** the promotional safe must be stored in a locked and secure room where it cannot be accessed by anyone other than the **Insured**.

## 2. CLAIMS

All potential claims should be notified to;

Worldwide Hole 'N One Claims Department,  
Address: 21 Verulam Road, St Albans, Hertfordshire, AL3 4DG, England  
Telephone 01727 843686,  
Facsimile 01727 855089  
E-mail: claims@wwsr.co.uk

Upon receipt of proof of claim **Underwriters** may conduct a reasonable investigation including, but not limited to, requiring the Insured to produce the potential **Winner** and any staff involved in the **Contest** for polygraph examination as a condition to payment of the claim if in the sole opinion of **Underwriters** such an examination is warranted by the facts.

### **Fraudulent claims**

If the **Insured**, or anyone acting on their behalf, make a claim knowing it to be false or fraudulent in amount or in any other respect, this insurance will become invalid. This means **Underwriters** will not pay the false or fraudulent claim, or any subsequent claim.

## GENERAL CONDITIONS

### 1. Arbitration

The **Insured** agrees that any dispute under this insurance that may result in litigation to be resolved solely and exclusively in an English Court under English Law.

The **Insured** also agrees that that they are subject to the personal jurisdiction of that court and to the venue as the exclusive one for resolution of disputed claims.

In the event that a dispute cannot be resolved between the **Insured** and **Underwriters** necessitating a final court decision, the successful party is entitled to recover reasonable attorney's fees relative to the time expended by counsel.

### 2. Cancelling this insurance

The **Insured** can cancel this insurance at any time by contacting **Underwriters** or your broker.

**Underwriters** can cancel this insurance by giving the **Insured** thirty (30) days' notice in writing. **Underwriters** will only do this for a valid reason (examples of valid reasons are as follows):

- non-payment of premium;
- a change in risk occurring which means that **Underwriters** can no longer provide the **Insured** with insurance cover;
- non-cooperation or failure to supply any information or documentation **Underwriters** request; or
- threatening or abusive behaviour or the use of threatening or abusive language.

### 3. Refund of Premium

Once the **Contest** has started there will be no refund of premium under this insurance.

If this insurance is cancelled prior to the start of the **Contest** provided there have been no attempts at the **Contest** and the **Insured** has not made a claim, the **Insured** will be entitled to a refund of any premium paid, subject to an administration fee, which will be a minimum of £100.

If **Underwriters** pay any claim, in whole or in part, or if any claim is pending then no refund of premium will be allowed.

#### **4. Language and governing law**

This insurance is written in English and all communications about it will be in English. Unless the **Insured** and **Underwriters** have agreed otherwise, this insurance will be governed by and construed in accordance with the law of England and Wales, or, if the **Insured's** registered office is in another part of the United Kingdom, this insurance will be governed by and construed in accordance with the law of that part of the United Kingdom.

#### **5. Rights of Third Parties**

A person or organisation who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 or any subsequent legislation to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from such Act.