# The Promoter

1. The Promoter is: Fever PR on behalf of NOW TV of 10 Great Pulteney Street, London, W1F 9NB.

### <u>The Prize</u>

- 2. There is one chance to win the main prize.
- 3. The winner will receive a cash prize of £35,000.
- 4. The money will be paid by The Promoter to the winner via cheque, made payable in the winner's name only. This will be split into twelve monthly cheque payments, which will be sent to the winner's home address on or around the 15<sup>th</sup> of each month. Payment will commence on 15<sup>th</sup> March 2019 to 15<sup>th</sup> February 2020.
- 5. The winner will also receive a year's supply of NOW TV Entertainment Pass, NOW TV Sky Cinema Pass, NOW TV hayu Pass, NOW TV Sky Sports Month Pass, NOW TV Kids Month Pass and NOW TV Smart Stick to watch TV with.

### **Conditions**

- 6. Entrants must currently live in the United Kingdom and be a United Kingdom resident.
- 7. Entrants must be aged 18 or over, proof of age will be required.
- 8. By entering the competition, the winner agrees to feature in NOW TV marketing in order to receive the prize. This marketing will include being interviewed by regional and national media about the competition, as well as being featured within marketing materials such as photography, on social media and with customer marketing emails. Photography will be captured in London during the week commencing 18<sup>th</sup> February 2019 and the winner must be available for the duration of that day. Same day transport expenses, within the UK, will be covered.

#### How to participate

- 9. The competition will run from 09:00 GMT on Thursday 24th January 2019 (the "Opening Date") to 23:59 GMT on Thursday 14th February 2019 (the "Closing Date") inclusive.
- 10. All competition entries must be received by the Promoter by the Closing Date. All competition entries received after the Closing Date will be automatically disqualified.
- 11. To enter the competition, entrants need to share a video or photo showcasing why they deserve to win the NOW TV Box Set Sabbatical. Entrants must share their submission using #BoxSetSabbatical and tagging @NOWTV on either Instagram, Twitter or Facebook.
- 12. In order for your entry to be visible for review by the judges, posts must be made using a public social media account. On Facebook, you will need to enter via a public post, on Twitter and Instagram, your account itself will need to be public. Entries must be visible until 1 March 2019.
- 13. Video or photo entries will also be accepted via email entrants should submit using the email link on the nowtv.com/bss homepage.
- 14. Right to disallow offensive or inappropriate entries at either the Promoter's or NOW TV's discretion.
- 15. All entrants give their permission for their social media video and photo entries to be featured on the NOW TV Box Set Sabbatical campaign web page www.nowtv.com/bss
- 16. The Promoter will not accept responsibility for competition entries that are lost, mislaid, damaged or delayed in transit, regardless of cause, including, for example, because of equipment failure, technical malfunction, systems, satellite, network, server, computer

hardware or software failure of any kind; or proof of posting or transmission as proof of receipt of entry to the competition.

17. By submitting a competition entry, you are agreeing to be bound by these terms and conditions.

# Eligibility

- 18. Entrants must meet the eligibility requirements set out in clauses 7 and 8 (inclusive) above. Employees of the Promoter or NOW TV, their parent or affiliated companies or their franchisees; employees of agents or suppliers of the Promoter or NOW TV who are professionally connected with the competition or its administration; or members of the immediate families or households of the foregoing are excluded.
- 19. In entering the competition, you confirm that you are eligible to do so and eligible to claim the prize. If shortlisted, the Promoter will require you to provide proof that you are eligible to enter the competition, as well as make yourself available to discuss your eligibility over the phone at an agreed date and time, as set out in clauses 27 and 28.
- 20. The Promoter will not accept competition entries that are automatically generated by computer; completed by third parties or in bulk; illegible, have been altered, reconstructed, forged or tampered with; in the sole judgment of the Promoter, infringe on third party rights, are unsuitable for publication or offensive, illegal, discriminatory, pornographic, obscene, indecent or inappropriate; or incomplete.
- 21. There is a limit of one entry per person across all channels (Facebook, Twitter, Instagram, Email). Entries on behalf of another person will not be accepted and joint submissions are not allowed. If you submit multiple entries, your first entry only will be valid.
- 22. The Promoter reserves all rights to disqualify you if your conduct is contrary to the spirit or intention of the prize competition. Competition entries cannot be returned.

# Winner announcement

- 23. The decision of the Promoter is final and no correspondence or discussion will be entered into.
- 24. A full set of these competition terms and conditions will be available at <u>www.nowtv.com/bss</u> associated with this competition from the Opening Date until one month after the Closing Date.
- 25. Every entry deemed suitable will be considered for our shortlist. The shortlist will consist of up to 10 entries.
- 26. Those entries that have not been shortlisted will not be contacted.
- 27. The Promoter will contact the shortlisted entries by 15:00 GMT on Friday 15<sup>th</sup> February 2019 the via direct message on social media requesting the following;
  - a. a contact telephone number
  - b. a preferred date and time to be contacted. Entrants should give a two-hour window on the following dates and times
    - i. 09.00 16.00 GMT on Sunday 17<sup>th</sup> February 2019
    - ii. 09.00-12.00 (midday) on Monday  $18^{th}$  February 2019
  - c. proof of UK residency

The shortlisted entrants will then have 24 hours to respond with the details above. The shortlisted entrants must respond to NOW TV by 15.00 GMT on Saturday 16th February 2019.

- 28. All shortlisted entrants who have complied with clauses 27 and 28 above will then be contacted by telephone on their preferred date and time by the Promoter to confirm you meet eligibility requirements. Shortlisted entrants must be available on the contact number provided during these hours. If entrants miss the first call, the Promoter will attempt to call a second time within the agreed time period. Shortlisted entrants who do not answer the phone within the agreed time period will be classified as void and The Promoter will not attempt to contact them again. Only shortlisted entrants who are available to discuss their eligibility over the phone will be considered for the final prize.
- 29. Once all telephone calls are complete, the Promoter shall then select the final winner based on the original criteria. The winner will be selected from the eligible shortlisted entries by a team of judges from NOW TV and an independent judge. A full list of judges can be provided on request. The Winner will be selected based on the following criteria; Creativity, Passion and Experience.
- 30. Judging for the main winner will take place on Tuesday 19<sup>th</sup> February 2019 between 15.00-18.00 GMT and the winner will be contacted via direct message AND/OR by phone call by no later than 18.30pm GMT on Tuesday 19<sup>th</sup> February 2019.

### **Claiming the prize**

- 31. The winner will have until 18.30 GMT on Wednesday 20<sup>th</sup> February 2019 to claim the prize by responding to the phone call or direct message on social media. If the winner does not respond to Promoter by the deadline, the winner will be deemed to have rejected the prize and his/her claim will become invalid. The Promoter will then select a new winner from the shortlisted entrants and contact that winner via direct message on social media. The new winner will have 24 hours from the time they are contacted respond to the email, direct social message or telephone call. The Promoter will continue this process until the prize has been successfully claimed or until up to ten shortlisted candidates have failed to claim the prize by meeting the conditions, at which point the competition will end with no prize being awarded.
- 32. The Promoter will make reasonable efforts to contact the winner.
- 33. The prize may not be claimed by a third party on your behalf.
- 34. The Promoter does not accept any responsibility if you are not able to claim the prize.

#### Limitation of liability

- 35. Insofar as is permitted by law, neither the Promoter and NOW TV nor their agents or distributors will in any circumstances be responsible or liable to compensate the winner or accept any liability for any loss, damage, personal injury or death occurring as a result of taking up the prize except where it is caused by the negligence of the Promoter, its agents or distributors or that of their employees. Your statutory rights are not affected.
- 36. In consideration of receiving the prize, the winner agrees to waive any and all claims (except those which cannot be excluded at law) that the winner may have against the Promoter and/or Now TV as a result of entering the competition and winning and receiving the prize.
- 37. By entering this competition you acknowledge and agree that the prize is a cash prize to be paid to the winner in 12 monthly instalments. The prize in no event creates any expressed or implied employment relationship between the prize winner and NOW TV and/or the Promoter.

- 38. By entering this competition, you acknowledge that this promotion is not sponsored, endorsed or administered by Facebook, Twitter, Instagram or any other social media network, and agree to release Facebook (and all other social channels) from any and all liability with respect to the competition and your participation in the game.
- 39. The Promoter, its agents or distributors accept no liability for any inability on your part to participate in the prize competition or claim the prize as contemplated by these rules, to the extent that the same arise out of causes outside the reasonable control of the Promoter, its agents or distributors including but not limited to failure of internet access or inaccessibility of or delay in the operation of Facebook, Twitter, Instagram.
- 40. The cash prize should be tax free but this will depend on the winner's personal circumstances. The winner should liaise with HMRC to confirm his/her personal tax position in relation to the prize. In the event that tax is payable, the Promoter may withhold and set off applicable tax payments owed by the Promoter to HMRC from the payment of the prize money. The winner shall be solely liable to pay his/her personal tax liability to HMRC. The winner shall indemnify the Promoter from and against all tax liabilities arising from and relating to the payment of the prize money.

### Ownership of competition entries and intellectual property rights

- 41. All competition entries and any accompanying material submitted to the Promoter will become the property of the Promoter on receipt and will not be returned.
- 42. By submitting your competition entry and any accompanying material, you agree to assign to the Promoter all your intellectual property rights with full title guarantee; and waive all moral rights, in and to your competition entry and otherwise arising in connection with your entry to which you may now or at any time in the future be entitled under the Copyright, Designs and Patents Act 1988 as amended from time to time and under all similar legislation from time to time in force anywhere in the world.
- 43. You agree that the Promoter may, but is not required to, make your entry available on its website at www.nowtv.com/bss and any other media, whether now known or invented in the future, and in connection with any publicity of the competition. You agree to grant the Promoter a non-exclusive, worldwide, irrevocable licence, for the full period of any intellectual property rights in the competition entry to use, display, publish, transmit, copy, edit, alter, store, re-format and sub-licence the competition entry for such purposes.

#### Data protection and publicity

- 44. If you are the winner of the competition, you agree that the Promoter may use your name, image and town or city of residence to announce the winner of this competition and for any other reasonable and related promotional purposes.
- 45. You further agree to participate in any reasonable publicity required by the Promoter.
- 46. By entering the competition, you agree that any personal information provided by you with the competition entry may be held and used only by the Promoter or its agents and suppliers to administer the competition.
- 47. You further acknowledge that, if you are the winner of this competition, you will supply to us, to the Supplier and our agents, relevant personal data of yourself as we or they may reasonably require in order to award the prize as contemplated by these rules. You will be solely responsible for the accuracy of such information.

#### **General**

- 48. This promotion is in no way sponsored, endorsed, administered or associated with Facebook, Twitter, Instagram or any other social media network.
- 49. If there is any reason to believe that there has been a breach of these terms and conditions, the Promoter may, at its sole discretion, reserve the right to exclude you from participating in the competition.
- 50. The Promoter reserves the right to hold void, suspend, cancel, or amend the prize competition where it becomes necessary to do so.
- 51. Entrants will not receive any promotional marketing from The Promoter, NOW TV or any affiliated brands as a result of entering the competition.
- 52. These terms and conditions shall be governed by English law, and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.