

## Competition Terms and Conditions ("Terms")

The following Terms form the promotion information for the Robert Walters British and Irish Lions 'Ultimate Fan' Competition ("**Competition**").

1. **Robert Walters Operations Limited** of 11 Slingsby Place, St Martin's Courtyard, London, WC2E 9AB is the "**Promoter**" of the Competition and **CSM Sport and Entertainment LLP, trading as Essentially Sports Marketing** of PO Box 70693, 62 Buckingham Gate, London SW1P 9ZP is the "**Organiser**" managing the competition for the Promoter.
2. By entering this Competition, you, the entrant, will be deemed to have read and understood these Terms and to have agreed to be bound by them. If the entrant does not agree with any of these Terms, they should not enter the Competition.
3. The Competition will run from 08:00 GMT on 3<sup>rd</sup> March 2017 and closes at 08:00 GMT on 21<sup>st</sup> March 2017. Entries received after this time will not be valid for entry into the Competition. Entries or claims that are incomplete or late or those not in accordance with all the entry instructions are invalid.
4. **Eligibility**
  - 4.1 Entrants must meet the eligibility requirements as specified herein. Failure to meet the eligibility requirements may result in an entry being invalid and/or forfeiture of any prize.
  - 4.2 The Competition and its prize(s) are open and available to residents of the United Kingdom and Ireland aged 18 years or over, excluding employees of the Promoter, Organiser and each of their immediate families, the Promoter's agents or anyone professionally associated with the Competition.
  - 4.3 Entrants must be eighteen (18) years old and over at the time of entering the Competition. Proof of identification and age may be required at the request of the Promoter/Organiser.
  - 4.4 By entering, the winners agree to participate in any publicity or promotional activities as may be reasonably required by the Promoter/Organiser with no recompense. Further the Promoter reserves the right to use the names and counties of winners in any publicity relating to the Competition.
  - 4.5 No purchase is necessary to enter the competition.
5. **Method of Entry:**
  - 5.1 Entries must be submitted via the official Robert Walters Facebook page located at <https://www.facebook.com/robertwaltersplc/>.
  - 5.2 In order to enter the Competition entrants will have to comment on videos posted on the page and explain why they are the British and Irish Lions Ultimate Fan.
  - 5.3 Each entry is subject to approval by the Promoter at their absolute discretion.
  - 5.4 Any entry that is deemed as offensive, inappropriate, obscene, unlawful or otherwise objectionable content or information will not be granted approval and will therefore be excluded from the Competition.
  - 5.5 Neither the Promoter nor Organiser accepts liability for entries not successfully completed due to a technical fault (technical malfunction, computer hardware or software failure, satellite, network or server failure, network incompatibility) of any kind or for any entries which are not completed for any reason.
  - 5.6 All entries will be moderated to ensure they meet the criteria set in these Terms; any not meeting the minimum criteria will be disqualified.
  - 5.7 Entrants who do not give correct details or those who make an entry on someone else's behalf will be disqualified, at the Promoter's discretion. No entries from agents, third parties, organised groups or entries automatically generated by computer will be accepted. No bulk entries.
  - 5.8 Only one entry will be counted per person.
6. **Prize**

The winner shall receive:

  - 6.1 Return travel for the winner and one guest as selected by the winner to Auckland, New Zealand and two tickets to the First Match Test of the British and Irish Lions on 24 June 2017 (the "**Prize**").
  - 6.2 Flights shall depart London Heathrow on Wednesday 21 June 2017 and arrive in Auckland on Friday 23 June 2017 and shall depart on 26 June 2017, arriving to Heathrow on 27 June 2017.
  - 6.3 Travel will be subject to availability and blackout periods determined by Promoter or the Prize Provider. Flight times and dates may vary at the discretion of the Promoter/Prize Provider or Organiser.
  - 6.4 Any plane tickets which may form part of the Prize will not qualify for air-mile programmes of any airline company. Once the plane tickets have been issued, they will not be modified except by the Promoter, Prize Provider or Organiser. In the event the allocated guest cannot attend and the tickets require a name change or similar event, the Promoter, Prize Provider and/or Organiser reserve the right to pass on any costs associated with amending tickets to the winner.
  - 6.5 The winner and guests must travel together in all instances, on the same dates and time, take the same flight and share the same room in all provided accommodation. The winner will forgo the Prize in totality if the winner fails to attend the scheduled flight, and the Promoter, Organiser and any Prize Providers shall have no further obligation to the winner. The Promoter, Organiser and any Prize Provider have no legal obligation to the winner's guest, and the winner is responsible for his/her guest at all times, including ensuring that the guest is present and on time for all scheduled travel. The winner shall be solely responsible for any other expense incurred by the winner and/or guest, which has not been expressly undertaken in these terms and conditions, including but not limited to, visas and passport expenses and fees, airport taxes, applicable personal taxes arising in any jurisdiction, vaccination expenses, travel and all other types of insurance, travel authorisations, additional trips, country entry and exit fees and taxes, tips, personal expenses, food and beverages and any entrance fees for local attractions.
  - 6.6 The winner will not be eligible for the Prize if the winner is not able to secure the necessary travel documents, such as passport, for any reason whatsoever, in time for scheduled travel. There shall be no replacement or substitute prize or any other form of compensation, and the Promoter may in its sole discretion determine whether to select another Prize winner.
  - 6.7 Hotel will be the Sky City Hotel (or similar) and will be based on two people sharing a twin or double room (winner's choice) with ensuite bathroom.
  - 6.8 Guests must be over the age of 18.
  - 6.9 The winner and guest agree that they undertake the trip stated in the Prize at their own risk. Subject to clause 8.6, the winner understands that the Prize is being made available to the winner and guest on condition that the winner will hold safe the Promoter, Organiser and Prize

Provider from any claims or liability arising from any loss or damage, injuries, illness, loss or expenses arising from the trip or any part of the Prize.

- 6.10 Personal expenses, visas and travel insurance are not included as part of the Prize.
- 6.11 Winner and guest must comply with any ticket or match venue terms that may be included as part of the Prize.
- 6.12 The winner (and other entrants if applicable) must ensure that they are able to travel on the selected travel dates:
  - 6.12.1 Interview – 27 March 2017
  - 6.12.2 Travel to Auckland – 21 June 2017
  - 6.12.3 Travel to Heathrow – 25 June 2017
- 6.13 If any winner/Shortlist are unable to attend these dates the Promoter/Organiser shall be permitted to select a different entrant and shall have no further liability to the original entrant.
- 6.14 As part of the Prize, the winner may be provided with a camera to capture moments of the First Match Test. Winner irrevocably agree that the ownership of all intellectual property rights in any images and/or videos, including but not limited to copyright, shall belong exclusively to Promoter and are hereby assigned to Promoter worldwide and in perpetuity. As one of the conditions for confirmation of a winner of the Prize, and entry to the Competition, an entrant shall, if required by the Promoter, execute any such document as may be necessary to evidence or secure to the Promoter the rights granted under this clause. The images may be used in any format, in any medium in the world.

## 7 Winner Selection

- 7.1 A shortlist of 10 entrants (the “Shortlist”) will be chosen by an independent jury made up from Essentially Group. Selection of the winner will be based on the entrants creativity, passion and knowledge of the British and Irish Lions.
- 7.2 The Shortlist will be notified by being tagged in status or a direct message from the official Robert Walters account within 48 hours of the Competition closing. They will then have to provide telephone details in a direct message to the Promoter. If a winner does not respond to the Promoter within 48 hours of being notified by the Promoter, then the Promoter reserves the right to select additional people from all eligible entries.
- 7.3 The Shortlist will then be invited to attend a telephone interview panel, containing an independent judge, using the details provided in the direct message. In the interview, the Shortlist entrants will be asked a series of questions on the Lions and rugby general knowledge – questions will be a mix of closed and open answer questions. Open answer questions will be judged on knowledge and passion for the British and Irish Lions.
- 7.4 Up to three Shortlist members will be requested to attend an in person interview at the Promoter’s head office in London on 27 March 2017 (cost of travel at Promoter’s expense). Following such interview a winner shall be selected based on those that have demonstrated that they are the Ultimate Fan.
- 7.5 At such in person interview, entrants agree that they may be filmed and footage may be posted on Promoter’s website and social media channels.

## 8 General

- 8.1 The Promoter reserves the right to verify all entries including but not limited to asking for address and identity details (which the entrant must provide within 3 days) and to refuse to award a prize or withdraw prize entitlement and/or refuse further participation in the Competition and disqualify the entrant where there are reasonable grounds to believe there has been a breach of these Terms or any instructions forming part of this Competition or otherwise where an entrant has gained unfair advantage in participating in the Competition or won using fraudulent means. The Promoter/Organiser shall be the final arbiter in any decisions and these will be binding and no correspondence will be entered into in relation this clause.
- 8.2 Winners’ names and counties will be available on <https://www.robertwalters.co.uk/> for a period of three months
- 8.3 The Prize is supplied by Mike Burton Travel Limited, trading as Lions Rugby Travel of Carter Court, 8 Davy Way, Quedgeley, Gloucester GL2 2DE (“Prize Provider”).
- 8.4 Entrants should send any questions regarding the competition or their entry to [contact@robertwalters.com](mailto:contact@robertwalters.com)
- 8.5 Personal data supplied during the course of this Competition may be passed on to third party suppliers only insofar as required for fulfilment/delivery/arrangement of the prize. Entrant agrees that their data may be passed outside of the EEA.
- 8.6 In the fullest scope admitted by generally binding provisions of local law:
  - 8.6.1 Neither the Promoter, Organiser nor Prize Provider shall be liable for any damage, claim, actions, loss (including special, indirect and consequential losses), injury or disappointment suffered by any entrant entering the Competition or as a result of the entrant and / or their guest accepting the Prize.
  - 8.6.2 Neither the Promoter, Organiser nor Prize Provider shall be liable for any problems or technical malfunction of any computer on-line systems, servers, or providers, computer equipment or software, failure of any email or entry to be received on account of technical problems or traffic congestion on the internet, or at any website, including any injury to or resulting from participation or downloading of any materials in the Competition.
  - 8.6.3 However, nothing shall exclude the Promoter’s, Organiser’s and Prize Provider’s liability for death or personal injury as a result of its own negligence.
  - 8.6.4 Except as stated in clause 8.6.3, the aggregate liability of each of the Promoter, Organiser and Prize Provider to the winner and guest with respect to all claims under or in connection with this Competition shall be limited to damages not exceeding the total cost of the Prize.
  - 8.6.5 By entering this Competition, the entrants acknowledge that the Prize, or parts thereof, may be postponed or cancelled due to events beyond the reasonable control of the Promoter, Organiser, Prize Provider or any third party in connection with the Prize, including but not limited to any act, event, omission, cause or circumstance not within the reasonable control of the party in question, including any strike, lockout or other industrial action, any civil commotion or disorder, riot, invasion, war or terrorist activity or threat of war or terrorist activity, any action taken by a governmental or public authority of any kind (including not granting a consent, exemption, approval or clearance), an event of national significance (including any day of national mourning), any fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural physical disaster. In such instance, neither Promoter, Organiser nor Prize Provider shall have any liability to any entrant or winner.
  - 8.6.6 This Competition is in no way sponsored, endorsed or administered by, or associated with, the owner of [www.facebook.com](http://www.facebook.com). Any information which an individual discloses in the Competition is provided without limitation to the Promoter, Organiser and Prize Provider. Individuals who enter the Competition acknowledge and agree that Facebook shall not be held liable for any damage whatsoever arising from their participation in the Competition.

- 8.6.7 British and Irish Lions are not connected with this competition and shall have no liability towards any entrant or winner.
- 8.7 Each Prize is non-exchangeable, non-transferable and non-refundable and there is no cash alternative in whole or in part unless otherwise stated above. Each of the Promoter, Organiser and Prize Provider reserve the right to terminate or modify the Competition, modify these Terms prior to the closing date, vary details of the Prize, or substitute a prize of equivalent value should unforeseen circumstances require it.
- 8.8 The Competition is governed by English law and the parties submit to the non-exclusive jurisdiction of the English courts.
- 8.9 A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these Terms.
- 8.10 The invalidity, illegality, or unenforceability of the whole or any part of the Terms does not affect or impair the continuation in force of the remainder of the Terms.
- 8.11 In the event of any dispute regarding these Terms, the rules of this Competition, conduct, results and all other matters relating to the Competition, the decision of the Promoter shall be final and no correspondence or discussion shall be entered into.

#### **Image Rights Waiver**

In consideration for attending and/or participating in the Competition, promoted by the Promoter and the Organiser entrants ("**you**") hereby confirm:

- A. you are aged 18 or over;
- B. you agree to abide by all reasonable rules and directions of staff co-ordinating the Competition and understand that if you do not comply with such, Promoter, Organiser (and their agents) reserve the right to exclude you from further participation and remove me from any premises (if applicable);

#### **Image Rights:**

- C. you agree and consent to grant the Promoter and Organiser the absolute and irrevocable right and permission to use (and allow its group members and other third parties to use) your name and likeness to: reproduce, edit, exhibit, project, display, copyright, publish the moving and/or still pictures and/or videotaped images of yourself with or without your voice, or in which you may be included in whole or in part, photographed, taped, videotaped and/or recorded and to circulate the same in all forms of the Promoter's (or its group members') projects in all or any media (including but not limited to their promotional materials, intranet and internet pages (including third party platforms such as YouTube or other social media) in connection with the Promoter's promotional activities;
- D. you do not object to the Promoter or the Organiser storing the moving and/or still pictures and/or videotaped images or your contact details for the above purposes in case it needs to contact you or to the Promoter or the Organiser sharing or transferring the said images and/or your contact details for storage or processing in connection with the above purposes;
- E. you confirm that you have the right to enter into these Terms, and that you are not restricted by any image rights or commitments to any third parties. It is acknowledged that you have agreed to waive compensation for such consent and that no other compensation is required. By this consent, you waive any and all claims that may exist in connection the above;
- F. you also acknowledge and accept that the Promoter and he Organiser shall own all copyright to the images and photographs;
- G. that nothing in these Terms shall limit the liability of the Promoter or the Organiser for death or personal injury resulting from its negligence or for fraudulent misrepresentation or for any liability which cannot be excluded by law. Otherwise, you agree that neither the Promoter nor the Organiser shall be responsible for or have any liability in connection with any damage, loss or injury suffered arising out of or relating to my participation in this activity or in relation to any of your personal belongings or effects brought onto any premises; and
- H. This agreement shall be governed by and construed in accordance with the laws of England and Wales and the parties hereby commit to the exclusive jurisdiction of the English courts.