

SECURE PLAY General Competition and Prize Draw, Terms and Conditions

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INTERACTION WITH SECURE PLAY LTD – GENERAL COMPETITION AND PRIZE DRAW, TERMS AND CONDITIONS

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Secure Play Ltd ('Promoter', 'our(s)',us) operate competitions - skill based games resulting in the allocation of prizes in accordance with these terms and conditions on the website www.secureplay.co.uk and all sub domains (the 'Website') - (the 'Competition(s)').

Introduction

The following terms and conditions apply to all competitions, prize draws, promoted by the Promoter in any media including without limitation, online and/or on mobile. Please see the end of these terms and conditions for details of the Promoter.

These general terms and conditions apply in addition to any specific terms and conditions which may be mentioned in any promotion of or messages about that competition or prize draw, on any platform (“interaction information”). Specific terms and conditions for each competition or prize draw can be found on the web pages specific to each activity. Together these general terms and conditions and the interaction information shall be referred to as the “interaction terms and conditions”. To the extent that there is any inconsistency between these general terms and conditions and any interaction information, the interaction information will prevail.

The interaction terms and conditions may be amended at any time without prior notice. Any changes will be posted on the web pages specific to each competition or prize draw. It is your

responsibility to ensure you review the current interaction terms and conditions before entering any competition.

By entering a Competition the entrant ('Entrant', 'you', 'your(s)') will be deemed to have legal capacity to do so, you will have read and understood these terms and conditions and you will be bound by them and by any other requirements set out in any related promotional material.

By taking part in the competition or prize draw (as applicable), you accept and agree to the interaction terms and conditions. If you do not agree with any of the interaction terms and conditions then you should not take part in the competition or prize draw (as applicable).

One or more competition or prize draw (as applicable) may be operated at the same time and each Competition will have specific prize options.

We recommend that you print and store or save a copy of these terms and conditions for future reference during the competition or prize draw.

A. General Competition and Prize Draw Terms & Conditions

The following general terms and conditions apply to all competitions and prize draws.

1. Eligibility

1.1. Entrants must meet the eligibility requirements as specified in the interaction terms and conditions.

1.2. Entrants must be residents of the United Kingdom, Isle of Man or Channel Islands and must be aged 16 years or over at the time of entry, unless specified otherwise.

1.3. Unless otherwise specified in the interaction information, entrants must enter using a valid geographical mobile telephone number (beginning 071-079). Please note that using non-geographic numbers (including without limitation numbers beginning 03, 05, 070, 08 or 09) is likely to be deemed an attempt to manipulate the competition/prize draw (in line with section C) and may result in such entries being invalid and/or forfeiture of any prize.

1.4. If selected as a winner of a prize draw or competition, the winner must provide a UK, Isle of Man or Channel Islands address for delivery of the prize. The Promoter will not deliver to any address outside the UK, Isle of Man or Channel Islands.

1.5. Employees and members of their immediate families (including any live-in partner) of the Promoter, or those associated with the operation or promotion of the competition or prize draw, including without limitation the provider of the prize, are ineligible to enter. Any such entries are invalid.

1.6. The Promoter reserves the right in its sole discretion to ask for evidence to verify the age, identity and/or eligibility of an entrant at any time, and to use any channels and methods available to carry out checks of any details provided. The Promoter may withhold delivery of a prize until it has received such evidence from the winner and failure to provide such evidence in a timely manner may result in forfeiture of the prize.

2. Entry

2.1. In order to enter a Competition or prize draw, you will need to register an account with Secure Play.

(a) You can register an account in two ways: either online at www.secureplay.co.uk using the relevant subdomain or by using the SMS service.

(i) To register an account online you will be asked to provide an email address or sign in via your Facebook account.

(ii) To register an account via SMS you will require a valid geographical mobile telephone number.

(b) Please note that your email address or Facebook account or Mobile Number will also be the username that you use to log in to your account.

2.2. For competition entry or prize draw entry (as applicable), you will need to:

When playing a Competition online via the Website, follow the on-screen instructions to:

(a) select the Competition you wish to enter.

(b) to enter, you will need to complete a 'Select 5 answers in order of importance challenge' onscreen, which shall operate as follows:

(i) you will be shown a question with 5 empty boxes, clicking on the first box will show a number of possible answers to the question.

(ii) use your knowledge skill and judgement to correctly identify which you consider the Judging Panel will decide, is the 5 most suitable answer in order of importance.

(iii) select your first answer by clicking on it

(iv) select the next best suitable answer by clicking on it and continue your selections until all the boxes are filled. The computer will register these top five answers as your entry into the Competition.

('Select 5 answers in order of importance challenge');

(v) by clicking on the "new line" button you may repeat the process for 'Select 5 answers in order of importance challenge' for as many entries as you wish to make, up to the spending limit which can be specified by you in your account options.

(vi)

and when you are ready to purchase your Ticket(s), You will need to tick the declaration, confirming you have read and understood the Competition or Prize draw (as applicable) terms and conditions and the privacy policy, provide your payment details, check your details carefully.

(c) When playing by SMS you will read the question and all the possible answers contained in the “interaction information”, each of the possible answers will be numbered.

(i) using your knowledge skill and judgement to correctly identify which you consider the Judging panel will decide, is the 5 most suitable answer in order of importance

(ii) Text the numbers that correspond to your five answers in order of importance separated by a coma or a space to the mobile number indicated in the interaction information. By sending a text you are confirming you have read and understood the Competition or Prize draw (as applicable) terms and conditions and our privacy policy

(iii) when your text has been sent you will be charged the entry price indicated in the interaction information plus the normal text rate charge by your network provider

(iiii) you may repeat the process for the 'Select 5 answers in order of importance challenge' for as many entries as you wish to make, up to your self-specified spending limit.

when your payment has cleared we will then contact you by email or SMS to confirm your entry into the Competition or Prize Draw (as applicable). Please note that when entering online you will not be deemed entered into the Competition until we confirm your 'Entr(y)(ies)' order back to you by email or SMS.

('Website Entries' and together with 'SMS Entries', referred to as 'Entr(y)(ies)') entrants must answer the question or complete the task specified and submit the information as indicated in the interaction information.

(d.) Postal entrants may enter the promotion

When playing by Post you will read the question and all the possible answers contained in the “interaction information”, each of the possible answers will be numbered.

(i) Using your knowledge skill and judgement to correctly identify which you consider the Judging Panel will decide, is the 5 most suitable answer in order of importance.

(ii) enter by mailing your answer along with your full name and a contact telephone number (including area code if providing a landline number), email address or other method of contact (as applicable), as well as the numbers that correspond to your five answers in order of importance separated by a coma and any other required information and/or material to the postal address as specified in the interaction information. Entries must be sent on a postcard or on or within an envelope

2.3. Entrants may be required to provide their full name, full contact telephone number (including area code if providing a landline number) or other method of contact (if applicable), email address and/or any other information as specified at the time of entering the promotion. This information cannot be amended once an entrant has entered the promotion.

2.4. Each entrant will be charged the cost of entry (if any) as indicated in these terms & conditions or the interaction information. If charges apply, entrants must have the permission

of the bill payer before entering the promotion. Any cost of entry and/or entry delivery costs includes taxes.

2.5. The Promoter cannot guarantee that entries submitted by eligible residents of the United Kingdom, Isle of Man and the Channel Islands from outside the UK, Isle of Man and Channel Islands will be entered into the promotion and charges will depend on the relevant service provider's international rates. The Promoter gives no warranty that the service will be available, legal or appropriate for use in locations outside the UK.

2.6. Entry to the promotion must be by the applicable method(s) as indicated in the interaction information which may include any (but not necessarily all) of the following:

2.6.1. **SMS entry:** SMS entrants should send an SMS to the shortcode or Mobile Number as indicated in the interaction information. The charge per SMS will be the cost indicated in the interaction information plus any applicable standard network charges. The total cost will be dependent on the entrant's network. Charges will be deducted from the entrant's available credit if they are a pre-pay customer or appear on their monthly statement if they are a pay-monthly customer.

2.6.2. **SMS entrants will receive an SMS text message confirming their entry, which may include information about the promoter, its sponsor or other services relating to the promotion. SMS entrants may opt out of receiving additional marketing messages at any time (please see section 9.2 of these terms and conditions).**

2.6.3. **Web entry:** Web entrants are required to follow the instructions on the website as indicated in the interaction information. Internet service providers' fees may apply when accessing the internet.

2.6.4. **Postal entry:** Postal entrants may enter the promotion by mailing their full name and a contact telephone number (including area code if providing a landline number) or other method of contact (as applicable), as well as other required information and/or material to the postal address as specified in the interaction information. Entries must be sent on a postcard or on or within an envelope. Entries received on anything other than a postcard or envelope will not be accepted. In the case of multiple entries received in a single envelope or postcard, only one entry will be entered into the promotion. Entries sent by post must be received at the relevant postal address specified for entries by the closing date and time for receipt of entries. Postal entries without correct and sufficient postage paid will be invalid and will not be considered. Personal and hand deliveries will not be accepted.

2.6.5 The closing date and time for entries are as indicated in the interaction information. Any entries received after the closing date and time will not be counted but may still be charged.

2.7. Entries must not be sent in through third parties or on behalf of another person unless otherwise specified in the interaction information. Such entries are void and cannot be accepted.

2.8. Any entries which are incomplete, without all the required information, incomprehensible, incorrectly submitted, lost, damaged in any way, made or received after the deadline for receiving entries has passed or which are not received by the Promoter or are

not otherwise in accordance with the interaction terms and conditions are invalid and will be discounted.

2.9. In the event of any fault, mistake, misunderstanding or dispute concerning the correctness or acceptability of any answers given by entrants, or the operation of any part of the competition or prize draw service, networks or systems, the decision of the Promoter shall be final.

3. The Prize

3.1. The prize is as specified in the interaction information. Unless otherwise stated in the interaction information, each entrant is limited to winning one prize per competition or prize draw. With the exception of cash prizes or unless otherwise stated in the interaction information, all prizes will be a single prize which will be won by the first confirmed, eligible entry received, subject to eligibility and winner confirmation, that agrees with the Judging panel's answer. If the prize is a cash prize then the interaction information will indicate the 'Maximum Number of Winners', if more than one confirmed, eligible entry agrees with the Judging Panels's answer is received then the prize will be shared amongst the Maximum number of winners specified. The Winner(s) will be selected in the order that the entries were entered into the system. Only the maximum stated number of winners will receive a share of the prize. If no maximum number of winners is indicated then the prize will be shared amongst all correct answers, subject to eligibility and winner confirmation.

3.2. The prize is subject to availability and to winner confirmation, i.e. the Promoter has managed to contact the winner and confirm eligibility. The prize is also subject to the terms and conditions of the prize provider, their agents, and where applicable to the terms of the venue and/or the manufacturer.

3.3. Any prize elements including travel and/or accommodation will be subject to availability. Certain dates may be excluded when the winner may not take up the prize. Where the prize involves travel or accommodation on a date and/or to a destination to be chosen by the winner, the Promoter reserves the right to determine a final date by which the prize must be taken. Where the prize necessitates travel and/or attending an event on a specific date, the winner must be available on the date(s) specified by the Promoter in the interaction information and no alternative dates will be available.

3.4. Unless otherwise specified, all elements relating to a prize including travel and/or accommodation must be taken up during one period, and not on non-consecutive dates. The winner (and their companion(s) if applicable) will be required to hold a valid passport, any required visas and/or other necessary travel documentation. Where the prize relates to travel for more than one person, the winner and their companion(s) must travel together, departing from and returning to the same location at the same time and on the same itinerary. The prize provider and/or their agents cannot guarantee that seats will be adjacent to each other.

3.5. Where the prize includes a cheque, voucher or giftcard, such prize will be made payable in pounds sterling in the name of the winning entrant only and such cheque, voucher, or giftcard cannot be made payable to any third party. All cash prizes will be paid by cheque, no other form of payment unless it is indicated in the interaction information will be provided to the winner.

3.6. The Promoter, prize provider, the issuer of the vouchers or giftcards and their agents reserve the right to refuse to accept vouchers and/or giftcards which are deemed to have been tampered with, defaced, duplicated, damaged or which otherwise are suspected to be affected by fraud or which have been lost or stolen following delivery.

3.7. The winner (and where applicable, their companion(s)) is (are) required to comply with all instructions and requirements as may be specified by the promotor or any authorised third party to receive and/or take up the prize, including but not limited to providing responses within specified time frames, adhering to the itinerary, completing any required forms and delivering any required documentation. The Promoter will not be liable to the winner or any other persons where they fail to comply with such instructions and such failure may result in forfeiture of the prize.

3.8. The winner (and where applicable, their companion(s)) may be required to provide their signature as proof of their agreement to relevant waivers, releases and/or consents when taking up the prize. Failure to sign any relevant documentation may result in forfeiture of the prize.

3.9. The prize excludes all other costs and arrangements not expressly included in the prize (as stated in the interaction information). Additional charges and expenses incurred for goods, services, attractions, facilities, upgrades, activities and events not expressly included in the prize are payable solely by the winner (and where applicable their companion(s)). The Promoter will not be held liable where such charges and/or expenses are incurred, and no refund or reimbursement will be made. The Promoter will accept no responsibility where the winner is unable to pay in full any such charges and/or expenses.

3.10. For delivery of the prize, you may be required to be available at a specified time and place.

3.11. No cash equivalent (where applicable) or alternative prize will be given at the request of the winner and the prize is non-transferable and non-exchangeable. If the winner decides to take up and then sell on the prize (where such onward sale is permitted) the promotor will not be required to provide any guidance on such sale, and the winner acknowledges that the onward sale price may be lower than the retail or advertised price. However, the Promoter reserves the right to change the prize or any part of the prize to an alternative of equal or greater value for any reason in its sole discretion including without limitation due to circumstances beyond its control or if any part of the prize becomes unavailable. If for any reason the winner chooses not to take up the prize or any part of the prize, the Promoter reserves the right to ask the winner to confirm this in writing and the Promoter will be able to retain or dispose of the prize (or part of the prize) at its own discretion.

3.12. The Promoter may refuse to provide a prize, or seek its recovery, in the event of non-entitlement under the interaction terms and conditions or an entrant's breach of the interaction terms and conditions, fraud or dishonesty, including but not limited to the use of technology which enables an entrant to evade applicable charges when entering the promotion.

3.13. Unless the prize is time critical (as set out in section 5.2), the Promoter or prize provider(s) endeavour to deliver the prize to the winner within twenty eight (28) days from the date of winner confirmation unless stated otherwise in the interaction information. If the

prize is time critical the Promoter or the prize provider(s) endeavour to deliver the prize to the winner as soon as reasonably practicable before the necessary time to take up the prize.

3.14. The Promoter, prize provider and their agents will not be liable where a prize has been lost or stolen following delivery and such prize will not be replaced.

4. Winner Selection

4.1. Where the winner/s is/are selected, the draw for the winner/s will take place within one week of the closing date and time for all entries unless otherwise specified in the interaction information. Unless stated otherwise in the interaction information, the winner/s will be the first eligible entry that agrees with the Judges answer from all valid entries, subject to eligibility and winner confirmation.

5. Winner Contact

5.1. **General contact:** The winner will be contacted as soon as practicable on or after the draw date or judging date (as appropriate) as indicated in the interaction information. Reasonable efforts will be made to contact a winner on the phone number provided when entering the promotion or such other method of contact deemed appropriate by the Promoter in its sole discretion in the circumstances. Unless the prize is time critical or time sensitive, the Promoter will try to contact the winner over a 4 week period.

5.2. **Time critical:** Where the prize must be taken up within 1 month of the close date of the competition, the competition will be considered “time critical”. As a winner needs to be found before the time to take up the prize passes, the interaction information will indicate the date(s) when entrants must be contactable and the Promoter will try to contact the winner on the phone number (or other method of contact (if appropriate)) provided, calling three times in a three-hour daytime period or as indicated in the interaction information.

5.3. **Time sensitive:** Where the prize must be taken up by a date which is more than 1 month but less than 6 months after the close date of the competition, unless otherwise stated in the interaction information the Promoter will try to contact the winner on the phone number (or other method of contact (if appropriate)) they provided over a two week period or as indicated in the interaction information.

5.4. If the winner cannot be contacted or successful contact is not made within the time periods set out in clauses 5.1 to 5.3 above or as otherwise set out in the interaction information (as applicable) or if the winner fails to meet any of the eligibility requirements or is otherwise unable to comply with the interaction terms and conditions, this may result in forfeiture of the prize and the Promoter reserves the right to disqualify that entrant (without further liability to that entrant) and offer the prize to the next eligible entrant and thereafter until a winner is found.

5.5. Any entrant and/or winner must comply with any directions given to him or her by the Promoter, prize provider(s) and/or their agents and with all relevant laws, rules and regulations, restrictions, itinerary, where applicable. Failure to comply with instructions, itineraries, rules, restrictions, requirements, laws and guidelines may result in an invalid entry and/or forfeiture of the prize.

B Manipulation of services

7.1 The Promoter is committed to operating interactive services, including without limitation competitions or prize draws, fairly and to preventing abuse of its systems, as well as those of its agents and sub-contractors.

7.2 For this reason, the Promoter reserve the right to disqualify and/or discount entries, if they have reasonable grounds to suspect, at their sole discretion, having regard to all the circumstances and information available at the relevant time, any of the following:

7.2.1 activity has occurred that is designed to excessively manipulate the outcome of the interactive service; or

7.2.2 entries have been made in breach of the interaction terms and conditions; or

7.2.3 there has been any activity which the Promoter considers is designed to unfairly influence the interactive service and/or provide an unfair advantage to the entrant.

7.3 If we have reason to believe that an individual entrant to our competitions or prize draws has used or attempted to use any fraudulent payment method

7.4 If we determine that an individual has attempted to unfairly influence or manipulate an interactive service then in addition to disqualification and/or discounting entries for that interactive service we may (in our sole discretion) ban that individual from future interactive services and disqualify and/or discount any future entries, made in respect of our interactive services.

C. Liability

8 In relation to all competitions, prize draws, votes and polls promoted by the Promoter:

8.1 Nothing in the interaction terms and conditions restricts your statutory rights as a consumer. For more details on these statutory rights you should contact your local Trading Standards Office or Citizen's Advice Bureau.

8.2 Nothing in the interaction terms and conditions shall exclude or limit the Promoter's, liability for death or personal injury caused by their staff or suppliers' negligence or for fraud or for any other liability which cannot be limited or excluded by law or regulation.

8. The Promoter cannot promise that the services relating to a competition, prize draw, vote or poll will be free from errors or omissions nor that they will be available uninterrupted and in a fully operating condition. These services may be suspended temporarily and without notice in the case of any problem with any network or line, system, server, software, or for any technical malfunction or failure, maintenance or repair or for reasons reasonably beyond the control of the Promoter. Subject to 8.1 and 8.2, the Promoter does not accept

responsibility where all or any part of the service relating to a competition or prize draw is discontinued, modified or changed in any way.

8.4 Subject to 8.1 and 8.2, the Promoter does not accept responsibility for any fault, malfunction, damage, loss or disappointment suffered by you as an entrant or participant howsoever arising from participating in a competition or prize draw from accepting any prize whether due to any error, omission by the Promoter or its employees, agents or others or by any other cause.

8.5 Subject to 8.1 and 8.2, The Promoter is not responsible for any damage or loss caused to you (i) which is not reasonably foreseeable to you and the Promoter when you enter a competition or prize draw or (ii) is reasonably foreseeable to you and the Promoter on entry but is only indirectly related to you entering or participating in a competition or prize draw.

8.6 Subject to 8.1 and 8.2, the Promoter will not be liable to reimburse the cost or expenses incurred in making a competition or prize draw entry where applicable.

8.7 Subject to 8.1 and 8.2, the Promoter does not accept responsibility in the event that any entry or information is lost, delayed or not properly received, registered or recorded or for any incorrectly addressed or undelivered competition or prize draw entries or for any disruption, delay or misdirection of such entries or information.

8.8 Subject to 8.1 and 8.2 the Promoter reserves the right to amend any element of a competition or prize draw, for reasons beyond their reasonable control, including but not limited to the unavailability of the, competition or prize draw entry platform before the closing date, or for strike, lock-out, labour dispute, illness, act of God, natural disaster, adverse weather conditions, war, riot, civil commotion, accident, epidemic or pandemic, malicious damage, fire, flood and/or storm, compliance with law or governmental order, rule, regulation or direction, breakdown of plant, machinery or transportation. The Promoter is not responsible for any loss or damage caused to you as a result of any of these occurrences.

8.9 You agree to reimburse the Promoter in respect of any damages suffered by the Promoter or any losses by the Promoter resulting from any claim made by a third party in each case in respect of any matter arising from your use of the services relating to the competition or prize draw in breach of the interaction terms and conditions or from your violation of any applicable law or regulation.

D. Privacy

9.1 Information and data ("**personal data**") which is provided by you when you enter a competition or prize draw will be held by the Promoter and your chosen charity and may be used by the Promoter, or your chosen charity) and their service providers, network operators, suppliers and contractors for the purposes of administering and fulfilling the competition or prize draw. You agree that this includes without limitation that we may contact you if there is an issue with the interactive service. Further details of how any personal data will be used are set out below and in Secure Play's privacy policy at www.secureplay.co.uk/privacy and you agree to this use of your personal data when you participate in our interactive services.

9.2 Generally, we will only send you marketing messages if you indicate that you consent (e.g. by "opting-in") to receiving such messages. By choosing to interact with our services by

SMS text message, you will be indicating that you consent to receiving marketing communications from us via SMS text message in respect of similar products and services. You can avoid receiving these communications by adding NO INFO at the end of your SMS text entry, or other message. You may opt out of receiving further marketing at any time by texting STOP to our entry mobile number or shortcodes. Texting STOP will cost one standard network rate message.

9.3 The Promoter and/or the prize provider may send personal data of participants to an interactive service (and where applicable, companion(s) of a winner) to third parties outside the European Economic Area, for the purposes of administering the interactive service and by entering you agree to such transfer for these purposes.

9.4 By taking part in the competition, prize draw, vote or poll (as applicable) you agree to participate in publicity at the Promoter's request if you are the winner of a competition or prize draw. You agree that the Promoter (or any third party nominated by the Promoter) may in its sole discretion use the winner's (and if applicable their companion's) name and image and their comments relating to the prize and their experience for future promotional, marketing and publicity purposes in any media worldwide without notice and without any fee being paid.

9.5 If you are the winner of a competition or prize draw you agree that the Promoter may list your name and location on the winners' page of the Secure Play website(s) and Secure Play may publish or announce your name and location elsewhere without limitation as Secure Play determines in its sole discretion.

9.6 Please note that calls may be recorded to ensure that entries are captured, for staff training and/or quality control purposes.

E. General

10.1 Please note that by making an entry, you are consenting to us starting the interactive service immediately and any rights you may have to withdraw from or cancel your purchase (including but not limited to under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013) will be lost because the performance of our services is simultaneous or begins immediately once your purchase is completed.

10.2 You agree that you do not have any commercial relationship with the Promoter, and that you are not an agent of the Promoter or its associated companies.

10.3 The interaction terms and conditions are available in English only and shall be exclusively governed by and construed in accordance with the laws of Scotland.

10.4 These terms and conditions were last updated on 1st July 2016.

F. Contact Details and Further Information

11.1 If you have a comment, query or complaint about any interactivity provided by the promotor you may register it with Secure Play Customer Support which can be contacted by phone on 0345 3690102 or by email at help@secureplay.co.uk. You will need to provide some or all of the following information:

- (a) Your name
- (b) Your email address
- (c) The IP address of your computer
- (d) If possible, your internet service provider
- (e) The date(s) and time(s) when you experienced problems
- (f) The nature of the problem you experienced
- (g) A contact telephone number you can be reached on, if necessary

Queries will be addressed as soon as possible.

11.2

The Promoter is:

Secure Play Ltd

Earn House, Earn Avenue
Right Bussines Park
Bellshill, ML4LW

+44 (0) 345 3690102