

# BAUER MEDIA - COMPETITION GENERAL TERMS AND CONDITIONS

## 1. THESE TERMS AND CONDITIONS

1. These terms and conditions (which we will refer to as our "**General Terms**") are the overarching general terms and conditions that apply to all the competitions controlled by Bauer Media Group. We refer to all these competitions as the "**Competitions**" in these General Terms.
2. Competitions may also have their own specific terms and conditions (such as the details of how to enter, what the opening/closing dates are and what sort of prize you may win). Any such Competition-specific terms and conditions will be made available by means of the relevant media as part of the website or in-print promotion of the particular Competition. In these General Terms, we will refer to these Competition-specific terms and conditions as the "**Specific Terms**".
3. You should therefore read these General Terms in combination with any applicable Specific Terms. Where any such Specific Terms conflict with these General Terms, the Specific Terms will take precedence.
4. We may change these General Terms at any time. You should check our website or magazine regularly for any changes which will apply from the date that they are uploaded.
5. By entering any Competition you agree that you will be legally bound by these General Terms and also any applicable Specific Terms.

## 2. IDENTITY OF THE PROMOTER OF THE COMPETITION

1. The "promoter" of a Competition is the person who is legally responsible for operating it. Unless any Specific Terms tell you otherwise, the promoter of the Competitions will be Bauer Automotive KG ("the **Promoter**").
2. Bauer Automotive KG is a company registered in Germany. You can write to us using the following address if you have any concern in relation to any of our Competitions, setting out clearly the name of the Competition and your issue:
  - a. in the first instance, by the brand.
  - b. if you are not satisfied with the response, please write to Bauer Automotive KG, Industriestr. 16, 50735 Köln, Germany providing details of your response from the brand.

## 3. ELIGIBILITY RULES FOR OUR COMPETITIONS

1. Unless we impose a particular age limit in relation to any of our Competitions, they are open to all persons from participating countries at the date of their entry. We reserve the right to require that the parent or guardian of any person aged 18 or less confirms in writing that they agree to be bound by these terms and conditions and will accept any prize on behalf of an under-18 prizewinner.
2. Certain Competitions may have additional eligibility requirements, such as valid passports, visas, driving licences, good physical health and so on. Any such additional eligibility requirements will be publicised to entrants in the relevant Competition.
3. Where Competitions are open to children (aged 15 or younger) and/or young persons (aged 16 or 17), the age requirements will be publicised to entrants in the relevant Competition.
4. It will be our sole decision as to whether any eligibility requirement has or has not been met and we may require evidence or confirmation from entrants before awarding prizes.
5. Employees of the Promoter and their immediate families may not enter any Competition: neither may the employees of any third party sponsors, prize providers or their immediate families.

## 4. ENTRY AND ENTRY METHODS

1. **Premium rates:** Competition entry may be by premium rate landline or mobile texts or calls. Your network provider may also charge varying amounts for these types of call and so the cost of your call may be more than as stated by us. In all cases you should check with your network provider. You should note that invalid or unsuccessful entries made via these methods may still be charged. In all cases, you should have the bill payer's permission to enter using a premium rate method. Where entry is by telephone, entries that are submitted before lines open or after lines close will not be entered in the Competition but we cannot guarantee that entrants will not be charged for the call or text made.
2. **SMS:** Where a Competition asks you to enter using SMS, you will need an SMS compatible mobile phone with an account with a service provider that permits text messages to our premium rate number. SMS entries are deemed to be received on arrival, not when they are sent from your handset. SMS entries must be addressed to the correct number or shortcode and must include the correct keywords or other answer format as required by the specific Competition. Entries which fail to do so will be void.
3. **Deficient entries:** In all Competitions, we reserve the right to reject any entries that are inaudible, incomplete, incomprehensible, damaged or otherwise deficient. We also reserve the right to reject entries that are unlawful, indecent, racist, inflammatory, defamatory or which we consider to be otherwise harmful to the goodwill and reputation of our station that is running the Competition in question. We accept no responsibility for any late, lost or misdirected entries including but not limited to texts, calls or emails not received due to technical disruptions, network congestion or any other reason. Proof of posting of any postal entry will not be proof of our receipt of that entry.
4. **Automated Entry:** 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.
5. **Names:** Entrants must enter Competitions using their legal name once only. We reserve the right to disqualify any entrant who uses multiple names and to require them to return any prize they may have won.
6. **Multiple Entries.** Unless otherwise permitted pursuant to any Specific Terms, no person may enter any Competition more than once and persons may not enter or participate as part of a syndicate or on behalf of any other person, syndicate, group, society or company.
7. **Retrospective Effect.** Where an entrant or prizewinner has been found to be in breach of any of the terms and conditions of a Competition and in particular where a person is in breach of the entry restrictions set out in rules 4.5 to 4.7 above, we may nevertheless still enforce our right to disqualify that person and require the return or reimbursement to us of any prize even where a prize has been awarded and/or actually provided to the entrant or prizewinner in question.

## 5. PRIZES

1. We reserve in all cases the right to replace the stated prizes with prizes that we consider to be of broadly equivalent value. We offer no cash alternative for non-cash prizes and prize winners must accept prizes in the form offered. Where a prize is won by a person younger than 18, we reserve the right to award the prize to the prizewinner's parent or guardian on behalf of the prizewinner.
2. All prize winners will be notified that they have won a prize within twenty eight (28) days of the closing date of the Competition via at least one of the following methods:
  - a. by telephone;
  - b. by email;
  - c. in writing.
3. Prizes will be despatched to the winners via the Prize Provider, unless otherwise stated. We will not be liable for any prizes which are lost, delayed, or damaged in the post for reasons beyond our control.

4. Prizes will only be delivered to a local retailer in every participating country. Should a prize winner's contact details change, it is their responsibility to notify us or the contact persons for the relevant Competition.
5. We reserve the right to request proof of a prize winner's identity in the form of a passport or driver's licence and proof of address in the form of a utility bill. In the event that a prize winner cannot provide us with proof of identity reasonably acceptable to us, we may withdraw the prize and select another prize winner.
6. All prizes are subject to availability, non transferable and non exchangeable. Where prizes consist of entry tickets, attendance at events, holidays and similar time-specific benefits, they must be taken on the dates specified by us. If a prize winner does not take any element of a prize at the time stipulated by us (or any relevant third party prize provider) then that element of the prize will be forfeited by the winner. No cash will be awarded in lieu of that prize or part of it.
7. Any upcoming import or customs taxes will be paid by the manufacturer. The prize has to be picked up at nearest local dealer of the winner.
8. We make no representation or warranty in relation to prizes provided and to the fullest extent permitted by law we shall have no liability to you in relation to any prize, its fitness for purposes, merchantability or otherwise. We reserve the right to disqualify entrants from entering our Competitions or prizewinners from receiving their prizes where any such person engages in unsafe, illegal, unsociable or inappropriate behaviour.
9. All stated prize values are at the supplier's recommended retail price in pounds sterling and are correct at the time of printing. We take no responsibility for any fluctuations in prize values. We award cash prizes in the form of a cheque in the name of the prizewinner. Any other arrangement will be at our discretion.
10. No additional, further or other costs or expenses are included in any prize unless stated. For example, the costs of transport to and from a venue or an event are not included and any accommodation prize includes basic room charge only.
11. Third party suppliers of prizes may also often stipulate their own terms, conditions or restrictions and all prize winners agree to be bound by these. Subject to paragraph 19.2, Bauer shall have no liability in relation to any prize provided by a third party provider.

## **6. UNCLAIMED PRIZES**

1. All prizes must be claimed within twenty-one (21) days of our notification of winning unless otherwise stated.
2. We reserve the right to award prizes unclaimed after this period to alternative prize winners or not to award them at all.
3. If you call to claim a prize from a "withheld number" line you must provide us with your contact details: otherwise we may be unable to contact you and you may as a result forfeit your prize.

## **7. PUBLICITY AND PERSONAL INFORMATION**

1. The personal information supplied by entrants when entering our Competitions will be used by us in accordance with the privacy policy applicable to our website and/or radio station in which the Competition appears, as the case may be. You should always read the applicable privacy policy as your entry in the relevant Competition is an agreement to be bound by the applicable privacy policy. All entrants may have their details removed from our database by contacting us. If details are removed prior to the conclusion of the Competition and/or award of prize(s), entrants will however forfeit their right to claim any prizes.
2. Should an entrant be required to submit a third party's personal information as a part of entry into or participation in any Competition, each entrant must ensure that any other person whose details have been provided by the entrant to us has given or will give their consent for their details to be provided to us and to be contacted by us in relation to the relevant Competitions.

3. It is a condition of your entry to our Competitions that we have the right to publicise, broadcast and communicate to the public the names, home towns, characters, likeness and voices of entrants to our Competitions for the running of the Competitions and matters incidental to the Competition.
4. In particular, entrants consent to their entries to radio Competitions being read out on air and/or to their conversations with our presenters being broadcast on air and communicated to the public on our website/s.
5. All entrants and particularly prize winners, may be required by us to participate in photo, recording, video and/or film session(s). In this regard you agree that we shall have the right to use all the resulting publicity materials in any medium (including, without limitation, the internet) and in any manner we see fit, unless you advise us at the time of entering the Competition that you wish to retain your anonymity. If you elect for anonymity, we may not be able to include you in certain Competitions.
6. Entrants also acknowledge that publicity materials featuring them may be provided to our third party prize providers for the purposes of promoting their association with the Competition and awarding the relevant prizes.
7. No fees shall be payable to any entrant in relation to their entry in any Competition.

## 8. PHOTOGRAPHS AND VIDEOS

1. Should any Competition require entrants to submit a photograph or video clip, as a part of entry into or participation and used in the Competition (collectively, "**Photograph**"):
  - a. entrants warrant that they are the person in the Photograph or have prior approval from the person in the Photograph that it may be submitted as part of their entry;
  - b. entrants agree that we have the right to publish and communicate to the public the Photographs in any media including, but not limited to, online, at all times without restriction or limitation throughout the world and not only for the purposes of the Competition;
  - c. entrants acknowledge that we may edit the Photographs in our sole discretion;
  - d. entrants agree that we have the right to use entrants' names, likenesses and other personal information in conjunction with the Photographs;
  - e. entrants agree not to bring against us any actions, suits, claims and demands in respect of defamation or any infringement or violation of any personal and/or property rights of any sort from our use of their Photographs;
  - f. entrants unconditionally waive their right to seek or obtain an injunction to prevent or restrict our use of the Photographs; and
  - g. entrants aged under 18 shall have obtained the consent of a parent or a guardian (and will provide us with the contact details we need should we wish to verify this).

## 9. DRAWS

1. Where any prize is awarded via a prize draw, prize winners will be chosen at random from all qualifying entries within twenty eight (28) days of the Competition closing date.
2. If we become aware that the same person has been selected as a prize winner more than once, we will draw another name.

## 10. COPYRIGHT

1. By entering our Competitions all entrants:
  - a. assign to us all rights (including present and future copyright) in their entry and their publicity materials in all media (including, without limitation, the internet) and whether in existence now or created in the future;

- b. agree not to assert any moral rights in respect of their entry and the publicity materials (wherever and whenever such rights are recognised) against the Promoter, its assigns, licensees and successors in title;
  - c. undertake to us that their entry is not in breach of any third party intellectual property rights and will not contain anything, which is defamatory, indecent, harassing or threatening and that they will indemnify us for any loss, damage or liability arising should this turn out not to be true. If relevant, we reserve the right, but not the obligation (and without limiting entrants' warranty and indemnity as set out above), to screen, filter and/or monitor information provided by the entrant and to edit, refuse to distribute or remove the same;
  - d. Confirm that they have the right, power and authority to grant the rights set out above and that they have obtained all consents and permissions necessary to grant us the same.
2. For the avoidance of doubt, all rights in the name and title of the Competition and the format rights for the Competition are our sole property and we may exploit the same our absolute discretion.

## **11. MINORS**

1. If any prize winner is a child or young person (i.e. under the age of 18) we may require that the terms and conditions applicable to the Competition (including these General Terms) be signed by the prize winner's parent or legal guardian before the prize is awarded. Any such prize may at our discretion be awarded to the prize winner's parent or legal guardian.
2. Holiday prizes are not available to persons under the age of 18 without written consent from a parent or legal guardian and unless accompanied by a parent or legal guardian.
3. Where entrants or prize winners are required by us to sign a release or other document before participating in a Competition and/or redeeming a prize and the entrant and/or prize winner is under the age of 18 years, such document must be signed by that person's parent or legal guardian prior to their participation in the Competition and/or the prize being awarded.

## **12. TAMPERING AND OTHER MATTERS**

If for any reason any Competition is not capable of running as planned as a result of any (including but not limited to) technical failures, unauthorised intervention, computer virus, mobile network failure, tampering, fraud or any other causes beyond our control which corrupt or affect the administration, security, fairness, integrity or proper conduct of a Competition, we reserve the right to cancel, terminate, modify or suspend the Competition and/or any draw/s or judging related to the Competition and/or to disqualify any individual who (whether directly or indirectly) causes (or has caused) the problem.

## **13. LEAVE FOR PARTICIPATION**

Obtaining time off work and/or study or related activities to participate in a Competition and/or take a prize will be the sole and absolute responsibility of each contestant.

## **14. TERMINATION OF COMPETITION**

The Promoter may vary the terms of, or terminate, a Competition at any time at its absolute discretion without liability to any contestant or other person. The Promoter will not award the prize if the Competition is terminated.

## **15. DECISIONS FINAL**

1. All our decisions relating to the Competition and/or redemption of the prizes are final. No discussions or correspondence with entrants or any other person will be entered into.
2. Tiebreakers, disputes, conflicts, questions or concerns will be managed by us and, if required by law, by an independent adjudicator.

3. Where a Competition involves voting, the accuracy of the pooled results received and published by us will be deemed to be final and binding and no correspondence will be entered into.

## **16. FAILURE TO ENFORCE TERMS AND CONDITIONS**

A failure by us to enforce any one of the terms and conditions in any instance(s) will not give rise to any claim or right of action by any entrant or prize winner, nor shall it be deemed to be a waiver of any of our rights in relation to the same.

## **17. EXCLUSION OF LIABILITY**

1. Except as specifically set out herein and to the maximum extent permitted by law, all conditions, warranties and representations expressed or implied by law are hereby excluded.
2. To the fullest extent permitted by law, we hereby exclude and shall not have any liability to any entrant or prizewinner in connection with or arising out of any Competition howsoever caused, including for any costs, expenses, forfeited prizes, damages and other liabilities, provided that nothing herein shall operate so as to limit or exclude our liability for personal injury or death caused by our negligence. For the avoidance of doubt, this paragraph 19.2 shall also apply in respect of any prize provided by a third party provider.
3. In the event that any provision of these General (or any Specific) Terms are held to be illegal, invalid, void or otherwise unenforceable, it shall be severed from the remaining provisions which shall continue in full force and effect.

## **18. LAWS**

These General Terms (and any Specific Terms) shall be construed in accordance with and governed by the laws of Germany.