

Distinct Business Insurance

Terms and Conditions

Prize Draw Competition to win a Fortnum & Mason 'Mayfair Hamper'

1. This competition is run by Distinct Business Insurance ("Promoter", "we" or "our" or "us"), Distinct Business Insurance is a trading name of Insurance Factory Limited, registered in England with company number 02982445) with registered office address at 45 Westerham Road, Bessels Green, Sevenoaks, Kent TN13 2QB.

2. The Dementia Care & Nursing Home Expo ("the Event") is sponsored by Distinct Business Insurance Services and organised by Prysm Media Group, a company incorporated and registered in England with company number 07509493 and whose registered office is at Suite 6c Whitefriars, Lewins Mead, Bristol, BS1 2NT ("Prysm Group").

3. The competition is open to all visitors of The Dementia Care & Nursing Home Expo aged 18 or over except the Promoter's and Prysm Events' employees, their relatives, agents organising or promoting the competition. Proof of identity and eligibility may be required.

4. These terms and conditions apply to the Distinct Business Insurance's competition to win:

a) One Fortnum & Mason 'Mayfair Hamper'

4a is referred to as the ("Prize(s)"). Prizes are subject to availability, change and substitution at the Promoter's sole discretion.

5. Acceptance of these terms and conditions is a condition of entry. By entering into the competition, you agree to be legally bound by these terms and conditions. In the event of any conflict between these terms and conditions and any other instructions or terms, these terms and conditions shall prevail where they apply.

6. The competition will open from 9:30am (GMT) on Monday 6th November 2017 ("Opening Time") and will close on 6pm (GMT) on Friday 11th May 2018 ("Closing Time"). If you enter either before the Opening Time or after the Closing Time your entry will not be accepted.

7. To enter the competition, visit <http://www.carehomeexpo.co.uk>, register your details for free tickets and opt in on our question to receive a no obligation quote and the chance to win the hamper. No other method of entry will be accepted. Only one entry is allowed per person. If more than one entry is received per person only the first entry will be accepted.

8. After the event has closed one entrant will be selected ("Winner(s)") and will be notified by e-mail no later than Friday 25th May 2018 and the prize will be sent no later than one calendar month thereafter. The Prize is awarded conditionally upon the Winner's acceptance of it. If the Prize is unclaimed within 5 working days of the Winner being notified by phone or e-mail or declined, the Prize shall be deemed as unclaimed or unaccepted and a supplementary winner may be chosen at the Promoter's sole discretion. The Promoter shall not be held responsible for non-delivery of the Prize at the e-mail address provided and no alternative will be provided. It is your responsibility to inform the Promoter of any change to your contact details.

9. The prize is non-exchangeable, non-transferable, non-replaceable and no cash alternative is available. There is no entry fee payable to take part in the competition. The Winner agrees and procures not to sell, offer to sell or use the Prize for any commercial or promotional purpose (including placing the Prize on an internet auction site). In the event that the Winner sells, offer to sell or use the Prize for any commercial or promotional purpose, the Prize will be void.

10. For the avoidance of doubt, the Prize does not include travel, accommodation or any other expenses.

11. The Promoter's decision as to entrants taking part and Winners is final. No correspondence relating to the competition will be entered into.

12. The Winner agrees to:

(i) take part in any post-competition publicity if required and it is a condition of entry that the Winner agrees to their identity being notified or otherwise published to other entrants as well as to the Promoter and any of the employees, officers, clients and prospective clients in any format of the Promoter. Publicity shall mean but will not be limited to the Winner's name, photograph, video, voice recording; and

13. By entering the competition, the Winner consents to the Promoter's use of your personal data for the purposes of administering this competition and for marketing purposes but such personal data will not be shared with third parties. The Promoter agrees to comply with the provisions of the Data Protection Act 1998 including any subordinate legislation made under it and any provision amending, superseding it or re-enacting it (whether with or without modification).

14. Your personal details will only be kept for as long as necessary to fulfil these purposes. Please see the Distinct Business Insurance Privacy Policy which can be found at <https://documents.markerstudygroup.com/media/17400/Privacy-and-Cookie-Policy-0517v2-1.pdf>

15. The Promoter reserves the right, at their discretion, to:

(i) amend these terms and conditions ; and

(ii) disqualify any entrants who do not comply with these terms and conditions or has acted fraudulently in any way; and

(iii) suspend, cancel the competition, at any time and without providing any prior notice. If in its opinion it is deemed necessary or if circumstances arise outside its control; and

(iv) substitute the Prize or any element of the Prize in the event that circumstances beyond its control mean that the Prize cannot be provided to the Winner.

16. The Promoter, their sub-contractors, subsidiaries and/or agencies cannot accept any responsibility whatsoever for any technical failure or malfunction, availability or functionality or otherwise or any other problem with any server, system, network or mobile operator or service provider or otherwise which may result in any registration not being properly logged, not recorded or recognised.

17. Details of the Winners' name can be obtained by checking the Distinct Business Insurance website which can be found at <https://www.dbinsurance.co.uk/>

18. Nothing in these terms and conditions shall limit or exclude the Promoter's liability for:

- a) death or personal injury caused by its negligence;
- b) fraud or fraudulent misrepresentation.

19. Subject to clause 20.1 and to the maximum extent permitted by law, the Promoter shall not be liable for any claims or actions of any kind whatsoever for damages or losses to persons, the Winner, or of property which may be sustained in connection with the receipt, loss, ownership and/or use of the Prize and/or use.

20. If any of these terms and conditions are found by a competent court or other competent authority to be void or unenforceable, that term or condition shall be modified to the minimum extent necessary to make it valid, legal and enforceable.

21. The competition is governed by English law and is subject to the exclusive jurisdiction of the courts of England and Wales.

22. Policy benefits, features and discounts offered may vary between insurance policies and are subject to underwriting criteria.