

Terms and conditions for Approved Garages Las Vegas Competition 2019

- 1. These terms and conditions** ("the Terms") are the terms and conditions that apply to the "Approved Garages Darts in Las Vegas competition" ("the Promotions") as promoted by Group Auto Union UK & Ireland Limited (company number 1416163), owner of the Approved Garages concept whose registered office is at Roydsdale House, Roydsdale Way, Bradford BD4 6SE ("the Promoter").
- 2. Eligibility** Win a trip to Las Vegas Darts (the "Competition" or "Prize Draw") is only open to legal residents of the United Kingdom, who are eighteen (18) years of age or older. The Promotion is not open to residents of the Republic of Ireland, Northern Ireland or the Isle of Man. Persons in any of the following categories are NOT eligible to win a prize: (a) directors, members, partners, employees, consultants or agents of Sponsor or Administrator and their respective affiliates, and each of their respective companies, subsidiaries, advertising and promotion agencies, (b) suppliers of goods or services in connection with the Competition, including individuals engaged in the development, production or distribution of materials for the Competition; and (c) persons who (i) are in the immediate family of any person in any of the preceding categories (including mother, father, sister, brother, daughter, son, spouse, grandmother, grandfather, children or grandchildren), regardless of where they live, or (ii) reside in the same household, whether related or not, as any person in any of the preceding categories. All eligibility is subject to all national, provincial, municipal, territorial and local laws and regulations. All entries submitted are the property of Approved Garages, Roydsdale House, Roydsdale Way, Bradford, BD4 6SE (the "Sponsor").
- 3. Participation** in either of the Promotions constitutes acceptance of the Terms. By entering any of the Promotions all entrants will be deemed to be bound by the Terms.
- 4. Competition.** The Competition begins on Thursday, February 7, 2019 at 7.00pm Time in Greenwich London ("GMT"), and ends on Tuesday, May 17th 2019 at 23:00:00 p.m. GMT (the "Entry Period"). There will be one (1) unique random drawing to award one (1) prize. Entry in the Competition does not constitute entry into any other promotion, contest, or Competition. By participating in the Competition, each Entrant unconditionally accepts and agrees to comply with and abide by these rules, the Official Rules and the decisions of the Sponsor, and/or the Administrator whose decisions shall be final and legally binding in all respects and not subject to further review in any forum.
- 5. In the event of any dispute** regarding the conduct of the Promotion and all matters relating to the Promotion, the decision of the Promoter is final and binding and no correspondence or discussions will be entered.
- 6. No entries from agents**, third parties, organised groups or entries automatically generated by computer will be accepted.

7. **How to enter.** To enter: No purchase necessary. There are two (2) ways to enter:
 - (a) Enter using our Facebook Sponsored post form or visit www.approvedgarages.co.uk and enter using the form on the website. You will be directed to promo.approvedgarages.co.uk where you can submit your details by visiting our homepage and scroll down to find our competition on the Approved Garages' website during the Entry Period and you will be entered in to the Competition.
8. **Limit.** You may enter one (1) time per email address during the Entry Period, no matter which form of entry you select. Entries more than any stated limitation, and entries generated by script, macro or other automated means, or any means that subverts the entry process, will be void. Sponsor will determine, in its sole discretion, what constitutes a valid entry, and reserves the right to reject any submissions that it deems, in its sole discretion, to violate any of Sponsor's policies, standards, or practices. All materials and entries submitted become the property of the Sponsor and will not be returned or acknowledged.
9. **Opt in options** When registering to enter the Promotion, entrants can opt in to receive marketing material from the Promoter. In doing so the entrant consents to their registration details being added to the Promoter's mailing list and they may receive newsletters and MOT reminders from the Promoter via email. Entrants can leave the mailing list at any time by following the simple 'unsubscribe' instructions included on the newsletter. This is in line with GDPR legislation.
10. **Winner Selection and Notification.** A random drawing will be conducted on or about Tuesday, May 24, 2019 by the Administrator from all eligible entries received during the Entry Period. Potential winners will be notified by e-mail, or telephone using the contact information provided by the potential winner at the time of entry. Sponsor shall have no liability for any notification that is lost, intercepted, or not received for any reason. If, despite reasonable efforts, any potential winner does not respond with requested information and documentation [see section 12] within two (2) days of the first notification attempt, or if prize notification is returned as unclaimed or undeliverable, such potential winner will forfeit the prize, and at Sponsor's discretion, an alternate potential winner may be selected. If any potential winner is found to be ineligible, or if the potential winner has not complied with the Official Rules, or declines a prize for any reason, such potential winner will be disqualified, and, at Sponsor's discretion, an alternate potential winner may be selected.
11. **One (1) Las Vegas Prize:** Travel Packages Include:

Flights from Manchester on Tuesday July 2, returning on Sunday July 8. Four (4) nights' accommodation at Mandalay Bay Hotel and Casino in a Double or Twin Room (based on twin occupancy), A two-day 'Darts Pass' with tickets for the U.S. Darts Masters. Access to a Meet and Greet PDC event with all the players. Please note that transfers to and from the hotel are not included in the prize. Hotel is based on Room only for four (4) nights, all other charges are paid locally. The Winner is responsible for applying for an Esta at their own charge, please see link below:
<https://esta.cbp.dhs.gov/esta/>

All passengers travelling to the USA need to have a machine-readable passport and at least 6 months left before it expires.

The Mandalay Bay Hotel will charge the winner a resort fee of \$35 per room per night (this is payable on check out).

12. **A potential winner** who satisfies all the Competition requirements, including, without limitation, those set forth in section 11, will be designated the official winner (the "Winner"). Winner must have a valid UK passport which has more than six (6) months till the expiry date.
13. **Flight information** Flights depart from Manchester. Flight times are subject to availability and may be indirect depending on availability. Flight times are subject to change depending on airline. If you wish to extend your stay this is possible and extra charges will apply. If you book any extras you would need to pay the Travel agent direct. No Transfers are included, you would need to get a taxi from the airport to the Hotel.
14. **Prizes are non-transferable and non-refundable**, and no substitutions will be made except as provided herein, in the Sponsor's sole discretion. Prizes are not redeemable for cash. Sponsor reserves the right to substitute a prize for one of comparable or greater value. Winners are responsible for any applicable local income taxes.
15. **Winner Publicity Requirements.** Acceptance of the prize shall constitute the Winner's agreement and consent for Sponsor and its designers to use winner's name, likeness, photo, avatar, and/or prize information (including, without limitation, city and state of residence) in connection with this Competition for promotional, advertising or other purposes, in any manner, worldwide, in any and all media, whether now known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission or other consideration, (Note South Africa: If a potential winner is a legal resident of South Africa, he/she have the right to decline participating in any marketing activity or refuse permission to use his/her name, likeness, photo or avatar for marketing purposes.)
16. **Late, incomplete or corrupted** entries or those not made in accordance with the Terms will be automatically disqualified. No responsibility will be accepted by the Promoter for entries delayed for any reason whatsoever. No responsibility will be accepted by the Promoter for incorrectly completed entries. Incomplete entries will be disqualified.
17. **Transmission of Information.** Sponsor, the Administrator, and each of their respective officers, directors, employees, agents, affiliates, successors, and assigns (all collectively the "Released Parties") are not responsible for: (1) any incorrect or inaccurate information, whether caused by Entrant or not, printing, typographical or other errors, or by any of the equipment or programming associated with or utilized in the Competition; (2) technical failures of any kind, including, but not limited to, malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Competition; (4) printing, typographical, technical, computer, network or human error which may occur in (a) the administration of the Competition, (b) the uploading, processing, or random selection of entries, (c) the announcement of the Winner or potential winner, or (d) the prizes or any Competition-

related materials; (5) late, lost, garbled, misdirected, inaccurate, incorrect, undeliverable, damaged or stolen entries or mail; (6) costs associated with claiming or redeeming the prizes; and/or (7) losses or damages resulting from an Entrant's connection to the Internet via any of the websites referenced herein. The Released Parties are not responsible for any (a) incorrect, transcribed incorrectly, misdirected or undeliverable entries or e-mail transmissions, (b) incorrect announcements, (c) technical problems, including, without limitation, malfunctions of computer systems, servers, providers, or any hardware/software, (d) lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission, or (e) a combination of any of the foregoing. Sponsor assumes no responsibility for (i) late, lost, incomplete, inaccurate or damaged entries, (ii) undeliverable e-mails resulting from any form of active or passive e-mail filtering by a user's Internet service provider and/or e-mail client, or (iii) insufficient space in user's e-mail account to receive e-mail. Sponsor shall not be responsible for any damage (whether material or non-material) caused to Entrant's computer equipment or to data which is stored on such equipment, or to Entrant's personal, professional or commercial activities. Proof of submitting entries will not be deemed to be proof of receipt by Sponsor or Administrator. The Promoter shall not be liable for any fault, defect or any other complaint about the Reward. Any such complaint should be directed to the suppliers of the Prizes.

18. The Promoter reserves the right to amend, extend or terminate the Promotion and the Closing Date if it deems appropriate and without notice. The Promoter also reserves the right to amend the Terms at any time.
19. Reward entries are subject to a full verification process and the Promoter reserves the right to disqualify any entries if the Promoter is aware or has reasonable grounds to believe that any entrant is not eligible or if the Promoter has grounds to believe that any entrant has breached any of the Terms. The Promoter reserves the right to disqualify any entrant if there is suspicion of fraud or if the Promoter has any reason to believe that the entrant has acted improperly.
20. Personal data provided by entrants will only be used in accordance with the Data Protection Act 1998 ("the Act")
21. Subject to clause 25, if the Promoter fails to comply with the Terms, the Promoter shall only be liable to the entrant for any losses that she or he suffers as a result of the Promoter's failure to comply (whether arising in contract, tort (including negligence), breach of statutory duty or otherwise) which are a foreseeable consequence of such failure.
22. Subject to 25, the Promoter will not be liable for losses that result from the Promoter's failure to comply with the Terms that fall into the following categories: (a) loss of income or revenue; (b) loss of business; (c) loss of profits; (d) loss of anticipated savings; (e) loss of data; or (f) waste of management or office time.
23. Nothing in the Terms excludes or limits in any way the Promoter's liability for death or personal injury caused by its negligence or the Promoter's liability for fraud or fraudulent misrepresentation.

24. By entering the Promotion, the entrant hereby warrants that all information submitted by them is true, current and complete and that they are of the appropriate age to enter the Promotion. The Promoter reserves the right to request proof as to the eligibility of entrants.

25. If a court or any other competent authority finds that any of the Terms (or any part of any term) is invalid, illegal or unenforceable, that term or part of that term shall, to the extent required, be deemed deleted, and the validity and enforceability of the other Terms shall not be affected.

26. The Terms will be governed by the laws of England and Wales and any dispute will be subject to the exclusive jurisdiction of the English courts

27. Winner Announcement Available after June 1, 2019 online.

28. To check the winner after 1st June, Visit www.approvedgarages.co.uk