# BAILEY PRODUCTS COMPETITION/PRIZE DRAW TERMS AND CONDITIONS

- 1. These terms and conditions together with any specific rules set out in Competition Notices (as defined below) are the Competition Rules ("Rules") and apply to competitions ("Competition") generated by Bailey Products unless otherwise expressly stated. By entering a Competition, entrants agree to be bound by these Rules.
- 2. Bailey Products reserves the right to cancel or amend the Competition or the Rules at any time in the event of a catastrophe, war, civil or military disturbance, act of God or any actual or anticipated breach of any applicable law or regulation or any other event outside Bailey Product's reasonable control. Any changes will be posted either within these terms and conditions.
- 3. In the event of any dispute regarding the Rules, conduct, results and all other matters relating to a Competition, the decision of the judge(s) shall be final and no correspondence or discussion shall be entered into.

# **Qualifying Entrants**

- **4**. To qualify to enter the Competition you must be resident in the United Kingdom, Republic of Ireland and/or the Isle of Man. The email address you provide with your competition entry ("Entry") may be used to notify you of any prizes so please make sure this is correct.
- **5**. Employees of Bailey Products or any associated company of Bailey Products and their immediate families, persons connected with the competition/prize draw and their immediate families i.e. prize sponsors, distributors, wholesalers & their agents are not eligible to enter the Competition.
- **6**. By entering the Competition, you hereby warrant that all information submitted by you is true, current and complete. Bailey Products reserves the right to verify the eligibility of all entrants.
- 7. Bailey Products assumes that by purchasing our products and entering the Competition (and you warrant that) you are aged 18 or over or, if you are under 18, that your parents have consented to your entry into the Competition and these Rules.
- **8**. Bailey Products reserves the right to disqualify any entrant if it has reasonable grounds to believe the entrant has breached any of the Rules.
- 9. In the event that any entrant is disqualified from the Competition, Bailey Products in its sole discretion may decide whether a replacement should be selected. In this event, any further entrant will be selected on the same criteria as the original entrant and will be subject to these Rules.

# **Competition Entries**

- 10. Only one entry per person per Competition is allowed (except where the Competition Notice states that more than one entry can be submitted) and any entrant who enters more than the permitted maximum will be disqualified. Unless otherwise indicated photocopies of entry forms are not accepted. Where a winner has been selected and Bailey Products discovers or has reasonable grounds to believe the winner has made more than one Entry, Bailey Products reserves the right to select an alternative winner. Any further winner will be selected on the same criteria as the original winner and will be subject to these Rules.
- **11**. Competition entries must be made in the manner and by the closing date specified on the Competition Notice. Failure to do so will disqualify the entry.
- **12.** Only one entry per person will be accepted. If it becomes apparent that a participant is using a computer(s) to circumvent this term by, for example, the use of 'brute force', 'script' or any other automated means, that person/those e-mail addresses will be disqualified and any prize award will be void.

- **13**. There is no purchase requirement to enter an online Competition. There is no charge to register with a Bailey Products website if registration is required as part of the entry process.
- 14. Proof of posting or emailing cannot be accepted as proof of delivery. Bailey Products cannot accept responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft, destruction, alteration of, or unauthorised access to Entries, or Entries lost or delayed whether or not arising during operation or transmission as a result of server functions, virus, bugs or other causes outside its control.

#### **Prizes**

- **15**. Prize winners will be chosen at random, unless specified otherwise in the Competition Notice, from all qualifying Entries within 28 days of the closing date specified in the Competition Notice. In all matters, the decision of the judge(s) shall be final and no correspondence or discussion shall be entered into.
- **16**. Prize winners will be notified in the manner and within the time specified on the Competition Notice. Return of any prize notification as undeliverable or failure to reply as specified in the notification (and within the time stated) may result in disqualification and selection of an alternate winner. If more than one prize is awarded only one prize per entrant will be awarded. Competition winner(s)' names may be published in the Bailey Products PR articles and on the company's website.
- 17. Claims for prizes must be made in the manner and within the time specified on the Competition Notice. Failure to claim a prize within this time or in the manner specified may result in disqualification and selection of an alternate winner.
- **18**. Prizes are non–transferable and there is no cash alternative. Bailey Products reserves the right to substitute prizes of equal or greater value at any time.
- 19. Prizes are awarded at the discretion of Bailey Products and no prizes will be awarded as a result of improper actions by or on behalf of any entrant.

### Liability

20. Bailey Products cannot accept any responsibility for any damage, loss, injury or disappointment suffered by any entrant entering the Competition or as a result of accepting any prize. Bailey Products is not responsible for any problems or technical malfunction of any telephone network or lines, 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, telephone lines or at any web site, or any combination thereof, including any injury or damage to entrant's or any other person's computer or mobile telephone related to or resulting from participation in the Competition. Nothing shall exclude Bailey Products' liability for death or personal injury as a result of its negligence.

### **Data Protection and Publicity**

- **21**. Winners may be requested to take part in promotional activity and Bailey Products reserves the right to use the names and addresses of winners in any publicity both in paper and online.
- 22. Any personal data relating to entrants will not be disclosed to a third party without the individual's consent. Data relating to entrants will be retained by Bailey Products for a reasonable period after the Competition closes to assist Bailey Products to operate competitions in a consistent manner and to deal with any queries on the Competition.