



BID Leamington  
35c Park Court, Park Street  
Royal Leamington Spa  
CV32 4QN

Date: 20 October 2023

## Love Leam App Competition Terms and Conditions (T&Cs)

### Definitions

- The 'Promoter' is BID Leamington as BID Leamington and herein is named as BID Leamington.
- BID Leamington is the owner of the Love Leam App, which has been developed and is maintained by Vicinity (owner of Loyal Free).

### Prize Draw Rules

- The prize, is to a maximum value of £200.00
- The competition will run from 20<sup>th</sup> October 2023 until 31<sup>st</sup> December 2023.
- The Entries will be comprised of people who have downloaded the Love Leam App, and entered via the Competition Entry Form (via the 'Competition' Tab) on the Love Leam App.
- The Winner will be drawn on Monday 8<sup>th</sup> January 2024 and notified shortly after.
- The Promoter will offer The Winner the choice of redeeming vouchers totalling the maximum value of the Prize Draw from businesses who have the ability to offer vouchers in the period of the competition, and are listed on the <https://royal-leamington-spa.co.uk/> website in the business directory.
- The expiry date on selected vouchers will be at the discretion of the relevant business and it will be up to the prize winner to determine this. Unless otherwise specified it is intended that vouchers are redeemed by the 31<sup>st</sup> January 2024.
- Selected prizes are subject to availability.
- The prizes cannot be used in conjunction with any other offers.
- No cash alternative is available.
- BID Leamington reserves the right to withdraw this competition at any time.
- Where the prize is to be supplied by an entity outside BID Leamington control and that entity fails, for whatever reason, to supply the prize, BID Leamington has no responsibility for the provision of the prize and is not obliged to provide an alternative prize or to take legal action to require the prize supplier to provide the prize.

### Entry

- These Prize Draw or Competition Rules ('the Rules') apply to all BID Leamington Prize Draws or Competitions (collectively 'the Prize Draw') conducted on or off air and by means of any medium – radio, television, print, telephone or via social media channels.
- The Rules may change at any time at the discretion of BID Leamington.
- If a particular Prize Draw has specific rules or terms those specific rules or terms will apply if there is any inconsistency with the Rules.

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- Unless otherwise stated in the abovementioned specific rules or terms, registration, entry or vote is limited to one per person.
- Entry into the Prize Draw is deemed to be acceptance of the Rules and confirmation that the entrant has the necessary authority (for example from the bill payer or owner of a telephone) to enter the Prize Draw.
- The Prize Draw is open to UK and Residents only. Disqualified participants may not enter in the Prize Draw.
- BID Leamington reserves the right to exclude any person from participating in the Prize Draw on reasonable grounds.
- BID Leamington reserves the right to refuse to award any prize to an entrant who BID Leamington decides (in its sole discretion) has violated the Rules, gained unfair advantage in participating in the Prize Draw or won using fraudulent means.
- By participating, entrants grant BID Leamington exclusive permission to use their names, characters, photographs, voices and likeness in connection with the Prize Draw for future Prize Draw and marketing purposes, and waive any claims to royalty, right or remuneration for such use.
- All entrants' personal details must be valid and up to date and will be held by BID Leamington and may be used for the purpose of the Prize Draw and for future Prize Draw and marketing purposes in accordance with BID Leamington Privacy Policy unless otherwise directed by entrants at the time of entry.
- Personal information provided at the time of entry is presumed to be true and, in the case of text or email notification – active, through to and beyond the date of the Prize Draw's completion.

## Social Media Promotion

- **Facebook:** This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. You are providing your information to BID Leamington and not to Facebook.
- **Instagram:** This promotion is in no way sponsored, endorsed or administered by, or associated with, Instagram. You are providing your information to BID Leamington and not to Instagram.
- **X / Twitter:** This promotion is in no way sponsored, endorsed or administered by, or associated with, X / Twitter. You are providing your information to BID Leamington and not to X / Twitter.

## Winning the Prize

- The winner will be randomly selected from the entries received.
- Only the person who originally entered the Prize Draw can be awarded the prize ('the Winner').
- The Winner will be determined in the manner set out in the Prize Draw Terms and Conditions – if not specified then as determined by the Promoter who shall for this purpose be deemed the Judge.

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- The Judge's determination of the Winner will be final and no correspondence will be entered into.
- The Winner will be notified via email. Where attempts to contact the Winner fail e.g. when the Winner cannot be contacted by email the Judge will select another winner. If, after successful notification, the prize is not collected within two months of being announced it will be regarded as forfeit.
- The prize is not transferable. No other family members, friends, office associates or any other person will be able to participate on the Winner's behalf.
- In the event that the prize specified in the Prize Draw becomes unavailable for any reason the Promoter may substitute a prize of like or equal value. Where the prize incorporates air travel, unless otherwise specified the air travel is economy class.
- Where the Winner is required to claim the prize in person and they must provide proper identification (e.g. driver's license, passport, birth certificate). If the Winner is under the age of 18 years their parent or guardian must give their prior written consent to the award of the prize.
- The Winner takes the prize entirely at his/her own risk and indemnifies BID Leamington in respect of any claim for any accident, injury, property damage or loss of life that may occur in connection with the prize. The Winner is responsible for all insurance, tax or other costs that may be associated with the prize.

## **BID Leamington Responsibility**

- BID Leamington reserves the right to amend, vary, extend or discontinue a Prize Draw at any stage, for any reason.
- BID Leamington takes no responsibility for any inability to enter, complete, continue or conclude the Prize Draw due to equipment or technical malfunction, busy lines, inadvertent disconnection, Acts of God or otherwise.
- To the fullest extent permitted by law BID Leamington will not be liable for any loss or damage whatsoever (including but not limited to direct or consequential loss) or for personal injury as a result of Prize Draw entry or winning the Prize.

## **Acceptance**

- Participation in the Prize Draw is deemed acceptance of these Terms and Conditions.