# "SUPPORT YOUR TEAM WITH OPONEO" COMPETITION TERMS AND CONDITIONS ("COMPETITION TERMS")

## 1 INTRODUCTION

- 1.1 These Competition Terms outline the rules of the promotional sale titled "Support your team with Oponeo" (the "**Competition**").
- 1.2 The Competition will be organised by Oponeo.co.uk. Ltd. with its registered office at 46 Station Road, North Harrow, London, UK, HA2 7SE, (company number 08160779), a UK subsidiary of OPONEO.PL S.A., which has its registered office in Bydgoszcz, at Podleśna 17, (the "**Promoter**").
- 1.3 A customer who has bought a set of four (4) tires via the Promoter's website <u>www.oponeo.co.uk</u> (the "**Online Store**") may enter the Competition subject to the eligibility criteria outlined in the paragraph 2 of the Competition Terms.

# 2 ELIGIBILITY

- 2.1 The Competition is only open to customers of the Promoter (including any corporates or business customers through their named representatives) aged 18 or over (the "**Participants**"). In addition, the following are expressly excluded and are not eligible to participate in the Competition:
  - 2.1.1 any residents from Northern Ireland;
  - 2.1.2 any employees of the Promoter or its holding or subsidiary companies;
  - 2.1.3 any employees of agents or suppliers of the Promoter or its holding or subsidiary companies, who are professionally connected with the Competition or its administration; or
  - 2.1.4 any members of the immediate families or households of those persons outlined paragraphs 2.1.2 and 2.1.3 above.
- 2.2 In entering the Competition, Participants confirm that they are eligible to do so and eligible to claim any prize they may win. The Promoter may require a Participant to provide proof that they are eligible to enter the Competition.
- 2.3 The Promoter will not accept Competition entries that are:
  - 2.3.1 automatically generated by computer;
  - 2.3.2 completed by third parties or in bulk; or
  - 2.3.3 incomplete.
- 2.4 There is a limit of one entry per Participant. Entries on behalf of another customer will not be accepted and joint submissions are not allowed.
- 2.5 The Promoter reserves all rights to disqualify Participants from the Competition if a Participant submits an entry in the Competition contrary to the Competition or their conduct is contrary to the spirit or intention of the Competition.

# 3 How To Enter

- 3.1 The Competition will run from 00:01 BST on **15 June 2016** (the "**Opening Date**") to 23:59 BST on **17 July 2016** (the "**Closing Date**") inclusive.
- 3.2 All Competition entries must be received by the Promoter by the Closing Date. Any Competition entries received after the Closing Date are automatically disqualified.
- 3.3 To enter the Competition, participants must:
  - 3.3.1 purchase a set of four (4) tires via the Online Store from the following premium brands: Bridgestone, Continental, Dunlop, Goodyear, Michelin, Nokian, Pirelli, Yokohama (the **"Promotional Products"**) by **10 July 2016**;
  - 3.3.2 complete the application form from the Competition website of the Online Store at <u>www.oponeo.co.uk</u> and send the completed entry form together with the Participant's review of the purchased Promotional Products via <u>www.oponeo.co.uk</u>. The application form must include the Participant's order number as proof of purchase of the Promotional Products. The accompanying review of the Promotional Products should consist of at least 15 words;
  - 3.3.3 consent to the publication of their review of the Purchased Products on the website of the Online Store;
  - 3.3.4 consent to the publication of their name together with their review should they be chosen as the Competition winner.
- 3.4 For the avoidance of doubt:
  - 3.4.1 participation in the Competition is voluntary; and
  - 3.4.2 there is no charge to register to use the Competition website.
- 3.5 By submitting a Competition entry, participants are agreeing to be bound by these Competition Terms. Please see <u>www.oponeo.co.uk</u> for a copy of these Competition Terms.
- 3.6 The Competition entries will be judged by a panel of 4 of judges. The reviews with the most interesting content will be selected from the Competition entries submitted by the Closing Date. The judges will then score the selected entries out of 6. The overall winner will be the Participant with the highest score, who will receive the main prize as outlined in paragraph 4 of the Competition Terms.
- 3.7 Prizes will also be awarded to Participants whose reviews achieve the top five (5) consecutive scores.
- 3.8 If there is a tie, the overall winner and/or runners up will be randomly selected by the panel of judges.

# 4 PRIZES

- 4.1 There are six (6) prizes in total available to be won and are as follows:
  - 4.1.1 the prize for the overall winner will be one (1) Playstation 4 together with a copy of the FIFA 2016 video game;

- 4.1.2 the five (5) runners up will be given one official EURO 2016 football each.
- 4.2 There is no cash alternative for the prizes. The prizes are not negotiable or transferable.
- 4.3 The Promoter reserves the right to replace the prize with an alternative prize of equal or higher value if circumstances beyond the Promoter's control makes it necessary to do so.

#### 5 WINNER ANNOUNCEMENT AND CLAIMING THE PRIZE

- 5.1 The winner of the Competition will be announced on the Competition website on **31 July2016**. The Promoter will contact the winner and runners up personally as soon as practicable after the announcement date, using the contact details provided on entry.
- 5.2 The Promoter will make reasonable efforts to contact the winner and runners up via e-mail to arrange delivery of the prize. Prizes will be sent by courier at the Promoter's expense within fourteen (14) working days of receipt of confirmation of the relevant postal address.
- 5.3 If the winner or runners up cannot be contacted, are unavailable, or have not responded by
  14 August 2016, the Promoter reserves the right to offer the prize to the next eligible
  Participant selected from the Competition entries that were received before the Closing Date.
- 5.4 The Promoter does not accept any responsibility if a Participant is not able to claim a prize.

## 6 LIMITATION OF LIABILITY

6.1 Insofar as is permitted by law, the Promoter, its agents or distributors will not in any circumstances be responsible or liable to compensate the winner or the runners up or accept any liability for any loss, damage, personal injury or death occurring as a result of taking up the prize except where it is caused by the negligence of the Promoter, its agents or distributors or that of their employees. Participants' statutory rights are not affected.

# 7 OWNERSHIP OF COMPETITION ENTRIES AND INTELLECTUAL PROPERTY RIGHTS

- 7.1 The Promoter does not claim any rights of ownership in a Participant's Competition entry.
- 7.2 Participants agree that the Promoter may, but is not required to, make their entries available on its website www.oponeo.co.uk and any other media, whether now known or invented in the future, and in connection with any publicity of the Competition.
- 7.3 Participants agree to grant the Promoter a non-exclusive, worldwide, irrevocable licence, for the full period of any intellectual property rights in the Competition entry and any accompanying materials, to use, display, publish, transmit, copy, edit, alter, store, re-format and sub-licence the competition entry and any accompanying materials for such purposes.
- 7.4 The Promoter is the owner or the licensee of all intellectual property rights in the Online Store, including the Competition website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

# 8 DATA PROTECTION

- 8.1 For the purposes of the Competition, the Promoter is the data controller.
- 8.2 By entering the Competition, Participants agree that any personal information provided by them with the Competition entry may be held and used only by the Promoter or its agents and suppliers to administer the Competition.
- 8.3 When registering for the Competition, Participants will be asked whether or not they wish to consent to the Promoter collecting and processing personal information for its own marketing purposes.
- 8.4 Participants' personal information will not be passed on to third parties. All personal information is treated as confidential. Participants have access to the personal data collected by the Promoter and may correct or modify such data.
- 8.5 Participants can withdraw or modify their consent to the collection and processing of their personal information at any time by writing to: <u>promotion@oponeo.com</u>.

## 9 GENERAL

- 9.1 If there is any reason to believe that there has been a breach of these Competition Terms, the Promoter may, at its sole discretion, reserve the right to exclude Participants from participating in the Competition.
- 9.2 The Promoter reserves the right to hold void, suspend, cancel, or amend the Competition where it becomes necessary to do so for any reason.
- 9.3 Should a Participant wish to make a complaint, this should be submitted in writing to the Promoter by 31 August 2016 via e-mail, to the address: promotion@oponeo.com, with "Promotion" entered as the subject of the e-mail.
- 9.4 These Competition Terms shall be governed by English law, and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.