

## TERMS & CONDITIONS FOR PROMOTIONS

1. These are the terms and conditions which apply to any competition, prize draw or promotion which we or our promotion partners may run, whether on our or their websites, social media platforms, on-air or otherwise (**'Promotion'**).
2. By entering a Promotion you agree to be bound by these terms and conditions along with any other Specific Rules which relate to a Promotion. Specific Rules might include entry instructions and any other specific details, rules or conditions relating to a particular Promotion, and might be published on our or our promotion partners' website, social media platforms, or may be found in any other media which features a Promotion. The Specific Rules will usually (but may not always) refer to these terms and conditions.
3. In these terms and conditions, **'we'**, **'us'**, **'our'** and **'Promoter'** all mean **FN6 Ltd**. Our address is 30 Leicester Square, London WC2H 7LA. Our **'promotion partners'** are third parties who operate promotions with us or on our behalf – they will be named in the Specific Rules.

### Start and end date/time

4. Each Promotion will start immediately (i.e. as soon as it is first promoted), unless a later start date/time is specified. The closing date/time for a Promotion will be made clear in the Specific Rules or the relevant promotional materials. All times will be based on UK time.

### Entering a Promotion

5. Each Promotion will be open to individuals who are UK resident and aged 18 or over unless the Specific Rules or other promotional materials or announcements specify a different geographic region or a different minimum age.
6. In any event, our employees, agencies, freelancers, contractors (and those of any of our promotion partners, associated companies or prize providers) and their immediate family members or households (whether related or not), and anyone else professionally involved with the relevant Promotion, are excluded from entering and from winning (**'Excluded Individual(s)'**).
7. To enter, follow the entry process for the relevant Promotion, which will usually be explained in the Specific Rules and/or promotional materials or announcements.
8. You may only make a maximum of one entry into each Promotion (unless the Specific Rules for a particular Promotion expressly set a higher maximum number of entries for that Promotion).
9. There is no charge to enter a Promotion. However, if entry is made via text message, MMS or telephone call, your network provider will usually charge according to their standard rate or deduct it from your allowance. If entry is made by text message, be sure to use the correct shortcode; be aware that shotcodes change from Promotion to Promotion. In all cases, please check with your service provider for more details. If you are not the bill payer, you must obtain the bill payer's permission before entering.
10. If entry involves a live call in, ensure you answer your telephone when we phone you. If you fail to do so, or if the call becomes disconnected or you are not audible for any reason beyond our control (including, but not only, low/no signal on your device, or a call being dropped by any network, etc.) before or during the Promotion, you may be disqualified, and we reserve the right to select another entrant to participate in the Promotion.
11. For any on-air Promotions, all timings including the closing time are as broadcast on the relevant station's FM broadcast frequency. If you are listening via an IP enabled device such as a smartphone or tablet, please remember that the stream can be slightly behind the FM broadcast due to differences in network speeds and/or the advertising we may serve to listeners on IP enabled devices and other factors. If a Promotion requires you to enter by a deadline dependent on an item in the broadcast (e.g. by the end of a song) we cannot take into account any delay from listening via an IP enabled device and the deadline will be as on the FM broadcast. For podcasts and non-live broadcasts, note that the deadline will probably have passed, so check before entering.

### Winner selection/notification

12. For each Promotion, there will be only one grand prize winner unless otherwise specified.
13. Unless otherwise specified in the Specific Rules:
  - a. In the case of a **prize draw**, winner(s) will be selected at random. This will be done by an automated process or a process which will be conducted or supervised by an independent person, or as otherwise mentioned in the Specific Rules.
  - b. In the case of a **competition**, winner(s) will either be selected by (a) an independent judge or (b) a panel of judges which includes at least one independent judge.
14. If you win a prize, we will notify you within fourteen (14) days of the end date of the Promotion. To claim the prize, respond to the notification within the deadline set out in the Specific Rules or the notification (or within 28 days if no timeframe is set in the Specific Rules or the notification) and follow the instructions which will be provided to you.

### Prizes

15. The prize or prizes will be as described in the relevant Specific Rules. Imagery may be for illustrative purposes only, and colours and other minor details may vary.
16. Each prize is non-transferable, non-refundable and no cash alternative is available.
17. If we consider it necessary or appropriate, a prize or prizes (or part thereof) might be varied or swapped for a suitable alternative which will be decided in our sole discretion.
18. If you fail to claim the prize within the time-limit or fail to comply with any other instructions or time-limits notified to you or provide us with incorrect or fraudulent information, you will forfeit your right to the prize. We will then select an alternative winner. You'll need proof of your ID to claim a prize – in relation to on-air Promotions, this may include proof that your voice matches that of the relevant entrant/winner.
19. You will not be entitled to receive a prize which, for any reason, you would be prohibited by law from purchasing, using, owning or possessing.
20. The prize cannot be used in conjunction with other offers, promotions or prizes.
21. Third party terms and conditions apply to parts of a prize where applicable. For example, where the Prize contains ticket(s) to an event, you and any guest or travel companion will not only be bound by these terms and conditions and the relevant Specific Rules, but also the event organizer and venue owner's rules and any terms and conditions set out on the ticket.
22. Unless otherwise stated in the Specific Rules, you may not win more than one prize per Promotion and we reserve the right to withhold or reclaim any second or subsequent prize.

### Additional terms relating specifically to prizes involving a holiday

23. Prizes involving a holiday ('**Holiday Prizes**') are subject to availability and must be taken in accordance with all requirements specified by us, such as dates, destinations, carriers and number of passengers. Blackout periods may apply, including public holidays either in the UK or the destination country.
24. Unless the Specific Rules state otherwise, you will be responsible for all ancillary expenses in relation to the prize which aren't expressly included. So, the cost of food, drinks, taxis/transfers, gratuities and so on will not be included unless they are expressly included in the prize description. You must ensure that you have sufficient financial resources to meet any financial commitments which you may incur in connection with the prize beyond those which are included as part of the prize (including transfers to and from the UK airport, meals and drinks). You must not commit us to any costs or expenses without our prior written consent (which we are not obliged to give) and will remain liable for such costs if you attempt to do so.
25. You will be responsible for any inoculation and other health or visa requirements for your holiday destination.

26. You must hold a valid passport, which will not expire within 6 months after the last day of the holiday, without any visa restrictions. Some countries may deny entry if you have a criminal conviction or if you have previously been denied entry (or other reasons). Passport control and in-country authorities reserve the right to refuse entry. If you are refused passage and or entry/exit to or from the country being visited, we will not be held responsible for that or for any costs, expenses or losses incurred by you or your travel companion, which will be your sole responsibility. If you are not able to travel, your travel companion may also be denied access to the holiday/Holiday Prize.
27. All holidays must be taken within 12 months of the end date of the Promotion (unless otherwise stated in the Specific Rules of agreed with us).
28. Holiday Prizes are not available to persons under the age of 18 unless otherwise stated in the Specific Rules. If permitted to travel, children under 18 years may only do so if accompanied by a parent or guardian (or, if we agree on a case by case basis, another responsible adult) aged 18 or over.
29. If insurance is offered as part of the prize, the Specific Rules will provide details of any travel insurance policy or we may provide these to you separately. Where no insurance is expressly offered, or you do not consider the insurance to be adequate for your needs, you are responsible for obtaining adequate travel insurance.
30. You must comply with all lawful instructions and terms and conditions, including health and safety requirements and instructions, of the prize provider, the airline and other carriers, organizers, venues, partners and providers involved in the Promotion and/or the prize.
31. Prior to travel, you must (if we request) procure the written agreement of your guest/ travel companion to take part in the stated promotional activity.
32. We (including the promotion partners) will, of course, try to provide the prize as described. Occasionally, circumstances beyond our reasonable control might make this difficult or impossible. For example, if a prize involves a meet and greet with a celebrity they may be unwell or their commitments may change, or if the prize involves travel or tickets to an event, weather conditions or other circumstances might mean that plans are disrupted, postponed or cancelled. When we can't deliver a prize as described, we will always do our best to provide you with an alternative which we consider to be a reasonable replacement in all the circumstances. We will consult with you when we do so because we don't want you to be disappointed, but you understand that the replacement may not be identical to the original prize.

#### **Publicity and identity of winners**

33. If you win a prize, you (and your guest or travel companion if applicable) may be required to take part in reasonable publicity.
34. We and the prize provider may publish and publicize your name, image, social media handle and/or profile picture, and your entry, and we may refer to your and your guest's or travel companion's association with the Promotion and/or the prize, in any and all media, worldwide, in perpetuity, for publicity and PR purposes.
35. We may carry out an interview with you and your guest/travel companion either by telephone or in person and we may film, record and/or photograph the interview and we may use such film, recording and/or photograph(s) for publicity and PR purposes in any and all media, worldwide in perpetuity.
36. We will make available the name and county of major prize winners on request (if requested by a UK resident within 2 months after the closing date of the Promotion). We may also elect to make available the winning entries in the same way (but we may elect not to do so). By entering, you agree that we may make this information and your entries available in this way.
37. To request winners' details, email us at [customerservice@festivalnumber6.com](mailto:customerservice@festivalnumber6.com) with the subject 'Winners list'.

#### **Use of your entry**

38. By entering a Promotion or submitting a video, image, audio file or any other materials in relation to a Promotion (including as part of the entry process or as part of a prize) or if you tag or mention us directly or indirectly in any

photo, video or content in connection with the Promotion, you agree that we can re-post, re-tweet, publicise and otherwise use that photo, video or content (with or without any accompanying comments and information like your handle and profile pic). You agree that we can do that via the same platform(s) that you posted or shared the photo, video or content, as well as via other social networks and platforms that we use, and on our websites. However, obviously we'll never sell or charge anyone for copies of your photos, videos or other content (without your approval). And, just to be clear, unless otherwise expressly stated in the Specific Rules, you will remain the owner of the rights (e.g. copyright) in your photo, video or other content, but you agree not to use all or any of them in connection with a competitor of ours. You waive your moral rights in relation to the same.

39. You warrant and undertake (i.e. guarantee), that:
- i) you own and control all of the rights in your entry, and you have the right to grant the rights set out in these terms and conditions and any Specific Rules;
  - ii) you have obtained written consent from anyone featured or mentioned in your entry, and your entry (and our and any third party's use of it) does not and will not infringe the rights of any individual or business (including any intellectual property rights, moral rights, right to privacy, confidentiality, etc.);
  - iii) your entry does not violate any applicable law or regulation;
  - iv) your entry does not contain anything which is indecent, untrue, defamatory, unlawful, hateful, threatening, demeaning, inappropriate, obscene, malicious or which is in contempt of court;
  - v) your entry will not cause any kind of harm or damage, and does not (to the best of your knowledge or belief) contain any virus, malware, spyware or similar.
40. You will sign such document as we reasonably request, at no cost to us, to confirm any or all of the above.
41. Unless otherwise stated, your entry will not be returned to you.

#### **Data Protection**

42. Your personal data, and the personal data of any guest or travel companion, will be collected and processed by us and the promotional partners named in the Specific Rules, as well as the prize providers, in order to administer this Prize Draw.
43. We will also use entrants' personal data for marketing purposes where consent has been provided. Personal data may be transferred and processed outside of the EEA. For more details of our use of personal data please read our Privacy Policy, visit [this link](#) for our privacy policy.

#### **Liability**

44. Your entry or participation in Promotion and/or Prize is at your own risk. If the Promotion or prize requires that you undertake any physical activity please ensure, before entering the Promotion, that you are in good health, that you have informed us before or at the time of claiming the prize of any underlying medical condition, physical or other impairment or medication you are taking which may be relevant and which could adversely affect your use or enjoyment of the prize, or ability to claim the prize. You must notify us immediately if you become ill or become aware of any other relevant medical or health and safety information which could affect your participation in a Promotion and/or prize. If you have a disability, please make this clear to us when you claim the prize so we can consult with you well in advance of the prize and make such reasonable adjustments as are practical and within our reasonable control, based on all the circumstances, to ensure that you can enjoy the prize to the fullest extent.
45. If we consider that you or your entry are in breach of these terms and conditions, or if we have grounds to suspect any entrant or third party of cheating, deception or fraudulent or unsportsman-like conduct of any kind (including, without limitation, manipulating a Promotion, choice of prize winner(s) or any entry), without limiting the options available to us, we reserve the right in our sole discretion (and without us incurring any liability) to disqualify any entrant, entry or person we reasonably believe to be responsible for, or associated with, such activity. We also reserve the right to disqualify you from a Promotion and/or prize (without us incurring any

liability) if in our reasonable opinion you or your guests or travel companions conduct yourselves in a way which is abusive or which exposes you or others to any medical, security, safety or similar risk whatsoever (including if you are intoxicated or abusive in any way). You agree that you will not do anything which is likely to bring us or any of our promotion partners into disrepute or which might adversely affect our reputation or the Promotion.

46. **Save that nothing in these terms and conditions limits or excludes our (or any third party's) liability arising from fraud or from death or personal injury caused by negligence or any other type of liability which may not be limited or excluded by law, to the fullest extent permissible by law, we (and the promotion partners and any providers of a prize) (a) shall have no liability in relation to any act or omission of any third party and (b) exclude all liability to you and anyone else for any indirect loss, damage or harm of any kind arising from or in connection with the Promotions and prizes and your use or enjoyment of them. For example, if you book or take time off work with the intention of taking up a prize (e.g. an event) on a particular date, and the event is subsequently postponed, changed or cancelled, we would not be responsible for covering your wages or salary for your missed day of work on that day or any other day off you take. This is only one example and is not intended to limit the general interpretation of this clause.**
47. **In no event will our and/or the promotion partners' total aggregate liability to you exceed the cost of the prize.**
48. Unless otherwise expressly stated in the Specific Rules, the Promotions are in no way sponsored, endorsed or administered by, or associated with any social media platform (including without limitation Twitter, Facebook, Instagram or YouTube). You hereby release all such social media platforms from any liability. Any questions, comments or complaints regarding this Promotion must be directed to the Promoter only, and NOT to any social media platform.

#### **Other rules**

49. We reserve the right to withdraw or amend any Promotion, Specific Rules and/or these terms and conditions if we consider it necessary or appropriate to do so for reasons beyond our reasonable control or if there has been a broadcasting or printing error, etc. Any changes will be posted here and/or on our website.
50. When entering a Promotion or claiming a prize you must use your real name. You may be required to provide us with proof of your identity and eligibility on request. Failure to provide adequate information (or to adequately prove eligibility) may result in your disqualification and/or withholding or withdrawal of a prize.
51. No multiple, bulk, automated, machine assisted, third party, syndicate or other group entries will be accepted. We will disqualify any entries which, in our reasonable opinion, appear to have used any of these entry methods (including multiple entries, unless permitted) from the same IP address, telephone number, or similar. You may **not** enter a Promotion if you have been given the answer(s) or any other relevant information in relation to the Promotion, directly or indirectly by any Excluded Individual.
52. For Promotions involving online voting, only one vote for each valid email address will be accepted. We reserve the right to disqualify any entrant making, or attempting to make, multiple votes, and to disregard any votes which we, in our sole discretion but acting reasonably, consider to be suspicious or fraudulent.
53. You agree to keep confidential any information which you know or reasonably ought to know is confidential and which relates to us, our business, the Promotion or prize.
54. If Specific Rules contain a rule which directly contradicts these terms and conditions, to the extent of that contradiction the Specific Rules will override these terms and conditions for that Promotion. Otherwise, these terms and conditions will continue to apply in their entirety.
55. In these terms and conditions, any Specific Rules and promotional materials, examples are given to help illustrate some terms, they are not exhaustive and do not limit those terms in any way.
56. In the event of any dispute, our and any judges' decisions are final and no correspondence will be entered into.
57. So that we can ensure the fairness of our Promotions, we reserve the right to prevent you, at our absolute discretion, from entering any of the Promotions for a period of six months ("**Exclusion Period**") if you have either

(A) won a prize valued at £1,000 or above, or (B) won more than one prize during the previous six months. If we choose to exercise this right, we will notify you in writing. If you continue to enter any Promotion during the Exclusion Period, we reserve the right, at our absolute discretion, to disregard your entry, remove prizes and impose a further exclusion period of twelve months from the date of your last entry attempt. Entry fees (if any) will not be refunded.

58. These terms and conditions, together with the relevant Specific Rules, represent the entire agreement between you and us in relation to the Promotion and the prize. The invalidity, illegality, or unenforceability of the whole or any part of the terms and conditions or any Specific Rules does not affect the remainder of these terms and conditions or any Specific Rules, which will remain in full force and effect. These terms and conditions and the Specific Rules do not create any right or benefit enforceable by any third party.
59. The Promotion, and these terms and conditions, are governed by English law, and any disputes arising in connection with them shall be subject to the exclusive jurisdiction of the English courts.
60. For all enquires in relation to a Promotion or these terms and conditions, please contact [customerservice@festivalnumber6.com](mailto:customerservice@festivalnumber6.com).