

## **Terms and Conditions**

### **The AutoCare BIG WINTER GIVEAWAY 2016**

1. These terms and conditions ("the Terms") are the terms and conditions that apply to the "Autocare Win a Car Competition" ("the Competition") as promoted by Group Auto Union UK & Ireland Limited (company number 1416163 whose registered office is at Roydsdale House, Roydsdale Way, Bradford BD4 6SE ("the Promoter").
2. Participation in the Competition constitutes acceptance of the Terms. By entering the Competition all entrants will be deemed to be bound by the Terms.
3. In the event of any dispute regarding the conduct of the Competition and all matters relating to the Competition, the decision of the Promoter is final and binding and no correspondence or discussions will be entered into.
4. The Competition is open to residents of England and Northern Ireland (excluding the Isle of Man), Scotland and Wales, who are aged 18 or over at the time of entry and who hold a full valid UK driving licence at the time of entry. The Competition is not open to employees and their immediate families of the Promoter, their affiliated brands and companies or any other persons professionally connected with the Competition or their immediate families. The Competition is not open to residents of the Republic of Ireland or the Isle of Man.
5. No entries from agents, third parties, organised groups or entries automatically generated by computer will be accepted.
6. The opening date of the Competition is 1<sup>st</sup> October 2016 and the closing date for receipt of entries is 11:59pm on 30<sup>th</sup> November 2016. Entries received after the Closing Date shall not be included in the Competition.
7. To enter: Purchase necessary. Simply have your car serviced, MOT'd or repaired at an Autocare Garage (as per those listed on the Autocare website at [www.autocaregarages.co.uk](http://www.autocaregarages.co.uk)) between the Opening Date and Closing Date, retain your invoice and then complete the online entry form at [www.autocaregarages.co.uk](http://www.autocaregarages.co.uk) by the Closing Date. Entrants will be required to provide their name, contact number, town, postal code, type of work, cost of work, car registration number, garage name they visited and valid invoice number. Entrants must fully complete the mandatory fields of the Entry Form to qualify for entry into the Competition. The invoice number submitted on the Entry Form must be valid and eligible for entry to be entered into the Competition.
8. Entries must be submitted online at [www.autocaregarages.co.uk](http://www.autocaregarages.co.uk) and cannot be sent via post.
9. When registering to enter the Competition entrants may opt in to receiving marketing material from the Promoter by providing their email address. If the entrant opts in to receiving such material, the entrant consents to their registration details being added to the Promoter's mailing list and they may receive newsletters from the Promoter via email. Entrants can leave the mailing list at any time by following the simple 'unsubscribe' instructions included on the newsletter.
10. Only one entry per valid, eligible invoice number is permitted.
11. Those entrants that submit an Entry Form in accordance with the Terms between the Opening Date and the Closing Date will be automatically entered into the Competition.
12. 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.

13. The Prizes to be won are;

1<sup>st</sup> prize of one Peugeot 2008 Access SUV with metallic paint

2<sup>nd</sup> prize of 11 x PHILIPS Smart 4k Ultra HD 40" LED TVs

3<sup>rd</sup> prize of 11x BOSE SoundTouch 10 Wireless Smart Sound Multi-Room Speakers

4<sup>th</sup> prize of 11x Nespresso Pixie Coffee Machine & Aeroccinos

5<sup>th</sup> prize of 11 x £100 Shopping vouchers

14. The Prizes are non-transferable, unless agreed in writing by the Promoter and no cash alternative is available. The Promoter reserves the right to substitute the Prizes for similar prizes of equal or greater value at any time.

15. The 1<sup>st</sup> Prize does not include any insurance, servicing or any other maintenance, costs or arrangements not expressly set out in the Terms. The Winner is solely responsible for obtaining (prior to collection of the Prize) and maintaining for the period of ownership of the Prize all relevant licences, permissions and insurances necessary for the ownership and/or use of the Prize (including without limitation, comprehensive car insurance).

16. The winner of the 1<sup>st</sup> Prize will be the first entry drawn at random from those entries eligible for entry into the Competition.

The draw will take place on 1<sup>st</sup> December 2016. The Promoter will notify the winner of the 1<sup>st</sup> Prize when and where the 1<sup>st</sup> Prize must be collected. The winner of the 1<sup>st</sup> Prize will be responsible for travelling expenses and any other expenses incurred during the collection of the 1<sup>st</sup> Prize.

The 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup> and 5<sup>th</sup> Prizes will be dispatched to the winners following the draw.

17. The Winner of the 1<sup>st</sup> Prize will be required to provide their (i) driving licence, (ii) passport or birth certificate, and (iii) certificate of comprehensive car insurance cover.

18. The winners will be notified by telephone within 28 days of the closing date. If the winners cannot be contacted or do not claim the prizes within 14 days of notification the Promoter reserves the right to withdraw the prize from any of the winners and draw a replacement winner.

20. The Promoter shall not be liable for any fault, defect or any other complaint about the Prizes. Any such complaint should be directed to the suppliers of the Prizes.

21. By entering the Competition, the Winner agrees to participate in publicity relating to the Competition at no cost to the Promoter. This may include use of their name and image in online and offline publicity, communications, and in any other media worldwide.

23. The Promoter reserves the right to amend, extend or terminate the Competition and the Closing Date if it deems appropriate and without notice. The Promoter also reserves the right to amend the Terms at any time.

24. Winning claims are subject to a full verification process and the Promoter reserves the right to disqualify any Winner if the Promoter is aware or has reasonable grounds to believe that any Winner is not eligible or if the Promoter has grounds to believe that any Winner has breached any of the Terms. The Promoter reserves the right to disqualify any Winner if there is suspicion of fraud or if the Promoter has any reason to believe that the Winner has acted improperly.

25. Personal data provided by entrants will only be used in accordance with the Data Protection Act 1998 ("the Act")

26. Subject to clause 28, 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.

27. Subject to 28, 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.

28. 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.

29. By entering the Competition 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 Competition. The Promoter reserves the right to request proof as to the eligibility of entrants.

30. 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.

31. 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