

# Premier Foundation's Advent Calendar 2020 Terms and Conditions

This Advent Calendar promotion consists of twenty-four separate draws (known collectively as the "Promotion" and each individually as a "Daily Draw").

By participating in this Promotion, each entrant is deemed to have accepted these terms and conditions. Entrants must comply with these terms in full to be eligible to win a Prize. The Promoter reserves the right to refuse entry to, void the entry of, refuse to award a Prize to or withdraw a Prize awarded to, any entrant who breaches any of these terms.

## **Promoter**

Premier Foundation is a registered charity (1159095) and a company which is Limited by Guarantee (08840165), whose address is at Old Apple Store, Church Road, Shropham, Attleborough Norfolk NR17 1EJ

**Promoter Contact** [info@premierfoundation.org.uk](mailto:info@premierfoundation.org.uk)

## **Start Date**

00:01 on 1 December 2020 (GMT)

## **End Date**

23:59 on 24 December 2020 (GMT)

## **Age Requirements**

16 and over

## **Entry Requirements**

An entrant must:

- Follow Premier Foundation on Facebook
- Like the giveaway post
- Make a donation to Premier Education, the value of the donation is at the participant's own discretion.

## **Prize(s)**

Each Daily Draw will have a specific prize. The details of the prize for each Daily Draw will be announced and specified on the charities Facebook page on the day it is available.

**Promotion Site** [www.premierfoundation.org.uk](http://www.premierfoundation.org.uk)

## **Number of Winners**

One eligible entrant will win each Daily Draw.

## **1 THE PROMOTION AND ELIGIBILITY**

1.1 The Promotion is being run and administered by the Promoter. Entrants can contact the Promoter about this Promotion by emailing the Promoter Contact.

1.2 The Promotion is open to anyone who:

(a) resides within the UK; and

(b) has reached the age of 16,

1.3 The Promotion will consist of twenty-four separate Daily Draws. There will be a Daily Draw for each day of the Promotion Period. Entry to a Daily Draw will be permitted between 00:01 (GMT) to 23:59 (GMT) of the respective day of the Promotion Period. Entries received by the Promoter outside of 00:01 (GMT) to 23:59 (GMT) of the respective day in the Promotion Period will not be eligible to enter the respective Daily Draw and will not be eligible to win a Prize.

1.4 In order to participate in the Promotion entrants will need an Internet connection. No refund may be claimed for expenses incurred in participating in the Promotion, including in relation to the use of the Internet.

## **2 ENTRY TO THE PROMOTION**

2.1 To enter a Daily Draw, entrants must carry out the Entry Requirements.

2.2 Entrants may participate once in each Daily Draw. Duplicate entries will be void and only the first entry submitted for a Daily Draw will be eligible to win a Prize.

2.3 The Promoter reserves the right, at any time, to:

(a) verify the eligibility of any participant (including their age and place of residence); and

(b) exclude anyone who the Promoter believes to have acted in breach of these terms from participating in the Promotion.

2.4 The Promoter shall not be responsible for any attempt to participate in the Promotion which is unsuccessful or incomplete for any reason, including because of communication or network failures.

## **3 THE WINNERS**

3.1 The following day after a Daily Draw has closed, the Promoter will select, in accordance with paragraph 3.2, a winning entry as the "Winner" of such Daily Draw.

3.2 Where the Promotion is a prize draw and/or the Promoter states that the Winner will be decided by a random draw, the Promoter will select the Winner at random using a random name selector.

3.3 A Winner will be contacted by the Promoter within 7 days of the respective Daily Draw. The Winner(s) shall have two days to confirm their acceptance of the Prize and the address to which the Prize should be sent (if applicable). In the event that a Winner cannot be contacted within two days of the Promoter's first attempt to contact them, or chooses not to redeem the Prize, a replacement Winner may be selected in accordance with paragraph 3.1.

3.4 The Promoter is under an obligation to publish or make available information that indicates that a valid prize award took place. As such, the Promoter will send the surname, county (if applicable) and a copy of their entry (if applicable) of the Winner(s) to anyone who contacts the Promoter Contact within one month of the closing date of the Promotion requesting details of the Winner(s).

3.5 If any entrant objects to the information described in paragraph 3.4 being made available, they may contact the Promoter Contact to object. This will not affect the entrant's chances of winning the Prize. In such circumstances, the Promotion must still provide that entrant's information to the Advertising Standards Authority on request.

#### **4 THE PRIZE**

4.1 A Winner will receive the respective Prize for such Daily Draw. If a Prize is to be sent to a Winner, it will be sent out to the address supplied by such Winner within one week of accepting the Prize in accordance with paragraph 3.3.

4.2 A Prize may not be substituted or exchanged by a Winner and there is no cash alternative. Where a Prize is subsequently not available for any reason beyond the Promoter's control, the Promoter may replace a Prize with a prize of similar value.

4.3 The Winner(s) shall be solely responsible for all taxes, and the reporting consequences thereof, and for any other fees or costs associated with the applicable Prize, including but not limited to the cost of any travel required to redeem a Prize. If any taxes or fees are levied against the Promoter in respect of a Prize, the Promoter may recover those taxes, costs and/or fees from the Winner and the Winner agrees to reimburse the Promoter such taxes, costs and/or fees.

4.4 If the Prize includes accommodation, by entering the Promotion each entrant confirms that they are and will be:

(a) available; and

(b) eligible to travel to the location of the accommodation.

4.5 If a Winner is not then available or eligible to travel on such dates for any reason, that Winner will not be eligible for the Prize and no alternative prize will be offered to that Winner. All costs and expenses not included in the Prize are the responsibility of the Winner (including, for the avoidance of doubt, any costs connected with the Winner's eligibility to travel).

4.6 Unless otherwise agreed by the Promoter, the Prize will only be awarded to the Winner(s). Under no circumstances may the Prize be sold or transferred, for cash or otherwise.

4.11 Promoter assumes no responsibility for and accepts no liability regarding any aspects of the Prize that are not under the control of, or are not fulfilled by, Premier Foundation (including any

non-fulfilment of such aspects of the Prize). This includes, for example, delivery of the Prize to the Winner(s), for which Premier Foundation cannot be responsible.

## **5 LIABILITY**

5.1 To the maximum extent permitted by applicable law the Promoter excludes liability for any losses, damages and claims incurred by any person in connection with the Promotion. The Promoter is not responsible for any delayed, lost or incomplete entries.

5.2 The Promotion is not in any way sponsored, endorsed or administered by, or associated with Facebook, LinkedIn, Instagram or Twitter and each entrant acknowledges and agrees that neither Facebook, LinkedIn, Instagram or Twitter shall have any liability in connection with the Promotion.

## **6 DATA PROTECTION AND PUBLICITY**

6.1 The Promoter will use personal information of entrants to the Promotion:

(a) to administer and operate the Promotion (including as described in paragraph 3.4);

(b) in respect of the name, image, social media handles (if applicable) and entries of Winners, for reasonable promotional purposes,

and otherwise in accordance with its privacy policy. Please read the privacy policy for more information about how the Promoter uses personal information.

## **7 GENERAL**

7.1 All decisions made by the Promoter in respect of the Promotion shall be final and no correspondence will be entered into.

7.2 The Promoter reserves the right to amend these terms and conditions, any Prize and/or cancel the Promotion at any time as a result of circumstances beyond its control.

7.3 If any provision of these terms and conditions shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of these terms and conditions, and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect.

7.4 This Promotion, and any dispute or claim arising out of or in connection with it, shall be governed by and construed in accordance with English law. Each entrant agrees that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Promotion.