

European Player of the Year 2019

European Player of the Year 2019 public vote and prize draw (hereinafter referred to as the “Competition “)

TERMS AND CONDITIONS

January 24, 2019

This document sets out the rules for the Competition. Please ensure you read the terms and conditions carefully before participating.

1. ORGANIZER & ASSOCIATES

The Competition is organized by the European Professional Club Rugby (hereinafter referred to as “EPCR”), headquartered at Boulevard de Grancy 39, Lausanne 1006, Switzerland.

2. ELIGIBILITY

- a) All participants in the Competition must, at the time of participation, have permanent residence in Switzerland, or in one of the EPCR member countries (France, United Kingdom, Ireland or Italy).
- b) All participants in the Competition must, January 23, 2019, be at least eighteen (18) years old.
- c) Participation is forbidden to employees of EPCR, EPCR member clubs, EPCR affiliates, advertising, promotion, fulfilment or other coordinating agencies/companies, individuals providing services to EPCR through an outsourcer or temporary employment agency and other entities associated with the organization of the Competition, their representatives and agents, and to

any person involved in the implementation and management of the Competition, as well as their respective families and persons living in the same household (as the case may be).

- d) Participation is also forbidden to non-natural persons (including corporations and other business entities).
- e) Participation in the Competition is free. No purchase obligation and/or any other obligation is necessary to enter or win the Competition.
- f) Participation by means of a third party acting in a professional capacity as an intermediary in participation in contests and / or competitions, or by automated software, is not permitted, as well as any fraudulent scheme devised to enter or win the Competition.
- g) Participants not complying with these terms and conditions are subject to exclusion from the Competition.

3. PARTICPATION PERIOD

- h) For Phase I of the Competition (see how to participate), the Competition period starts on January 24, 2019 at 09:00 AM CET, and ends on at April 21, 2019 at 11:59 PM CET.
- i) For Phase II of the Competition (see how to participate), the Competition period starts on April 24, 2019 at 09:01 AM CET, and ends on May 11 at 19:15 PM CET.

4. PARTICPATION & PRIZE

- j) When voting for the European Player of the Year 2019 award organised by EPCR, the public participants will have the chance to win different prizes in two

different phases (outlined below). To participate in the Competition, each person needs to vote for the European Player of the Year 2019 at:

- <http://www.epcrugby.com/epoty> (English Content) or;
- <http://www.epcrugby.fr/epoty> (French Content) or;

- k) A longlist of 15 players was generated by an integration of the initial (15) nominations submitted by each of the six (6) chosen rugby specialists hereinafter referred to as the “**Panel of Judges**”). In the event of a tie between players, as a consequence of them receiving the same number of nominations from the Panel of Judges, and when the said tie affected the composition of the final longlist of 15, the tie was ultimately settled by an EPCR approved rugby specialist, completing the process of identification of the final longlist of 15.
- l) The Competition has two phases and the public will have two chances to vote for the European Player of the Year 2019 during each phase. ‘Phase I’, from January 24, 2019 at 09:00 AM CET until April 21, 2019 till 11:59 PM CET (longlist of 15 players). ‘Phase II’, from April 24, 2019 at 09:00 AM CET until May 11, 2019 till 19:15 PM CET (when the list is reduced to the Top 5 players who received the most votes). Phase I and Phase II are together defined as the “**Promotional Period**” of the Competition. Participants will have one vote per phase and are encouraged to vote on both phases. Voting on both phases maximises a participant’s chances to win.
- m) Entry into the Competition is **FREE OF CHARGE** and no product and/or service needs to be purchased/acquired by any person to validate entry into the Competition.

n) During the Promotional Period, EPCR or any contracted third party will carry out 2 Main Prize draws.

o) **Phase I (January 24, 2019 at 09:00 AM CET– April 21, 2019 till 11:59 PM CET):**

- I. **Main Prize:** two (2) x VIP tickets to the Heineken Champions Cup Final in Newcastle on 11/05/2019, with one nights' accommodation offered and chosen by EPCR. The winner is required to make their own travel arrangements. Plus be pitch-side for the presentation of the Anthony Foley Trophy.
- II. **Contact to the winner:** The winner will be contacted by email and will have two (2) working days to confirm the acceptance of their prize. Where no answer is received within 48 hours, a second participant will be selected and contacted.
- III. **Contact to the winner:** Winners will be notified via email.

p) **Phase II (April 24, 2019 at 09:00 AM CET – May 11, 2019 till 19:15 PM CET):**

- I. **Main Prize:** The main prize will be a signed jersey of a Heineken Champions Cup finalist 2019.
- II. **Contact to the winner:** The winner will be contacted by email and will have five (5) working days to confirm the acceptance of their prize. Where no answer is received within 5 working days, a second participant will be selected and contacted.
- III. **Contact to the winner:** Winners will be notified via email.

5. CONDITIONS FOR ENTRY:

a) Only 1 vote and corresponding entry per participant will be accepted during each phase of the Promotional Period.

- b) Each participant must complete the Competition form: first name, surname, email, club, country. Each participant must agree to these terms and conditions for their vote and entry into the Competition to be taken into account.
- c) The following entries will not be accepted in the form of a vote(s):
 - I. entries submitted using mechanical/automated devices/third party derived entries submitted by automated means e.g. a computer program, script or device, or other method or technique designed to unfairly increase chances of winning;
 - II. third party or bulk entries;
 - III. entries made in breach of these terms and conditions;
 - IV. entries with inappropriate, illegal or offensive content;
 - V. entries received outside the opening or closing times of each of Phase I and Phase II for a draw or outside the Promotional Period;
 - VI. dishonest entries
- d) EPCR or any contracted third parties may verify the validity of entries, disqualify any entrant and invalidate or recover prizes issued to an entrant following breach of these terms and conditions. EPCR will deal with such prizes at its discretion, including, but not limited to, carrying out an additional draw, utilizing them for another promotion or donating them to charity.
- e) Lost, delayed, undelivered, incomplete or multiple entries will not be allowed into the Competition.
- f) EPCR is not responsible for any incorrect, inaccurate or incomplete entries or information provided by any entrant or occurring during transmission.

6. WINNERS SELECTION:

- a) All entries for a specific Prize Draw will be placed into a draw and the winner will be chosen at random by computer. If the selected winner does not meet the

eligibility criteria set out in these rules, EPCR shall re-draw and select an alternative winner.

- b) If you are a winner, you will be notified by email, accordingly with the email address registered on entry.
- c) Prize winners' names and city of residence may be announced in future EPCR marketing efforts including, but not limited to, epcrugby.com and or other EPCR marketing channels. By participating, winners agree to use of the name/likeness/city of winners for commercial purposes without any notification/compensation or prior permission, except where prohibited by law.
- d) The Main Prize winners must respond to prize notifications within two (2) days; However, EPCR reserves the right, upon notification to potential winner, to shorten the allotted time for response to prize notification. If a prize is returned as non-deliverable, or if a prize winner is found to be ineligible or not in compliance with these terms and conditions, such prize will be forfeited and an alternate winner selected from among all remaining eligible entries received.

7. LIABILITY

- a) The Competition is in no way sponsored, endorsed or administered by, or associated with Twitter, Facebook or any other social media platform. To the fullest extent permitted by law, participants release and agree to hold harmless Twitter, Facebook or any other social media platform from any and all liability in conjunction with the Competition. You are providing your information to the EPCR web page. The information you provide will only be used for the purpose of facilitating the Competition unless you have agreed to its use for any other purpose. By entering the Competition, you agree to give Twitter, Facebook or any other social media platform a complete release from any and all legal liability associated with this Competition.
- b) To the extent permitted by law, EPCR are not liable for any loss, damage, injury, mental or emotional grievance suffered in connection with the Competition (including any damage to your or any other person's computer or tablet or

mobile phone equipment as a consequence of downloading or accessing any materials), or any delays or failure (in whole, or in part) to perform any of its obligations if such delay or failure is caused by something beyond its reasonable control.

- c) To the fullest extent permitted by law, participants release and agree to hold harmless EPCR and their respective parents, affiliates, subsidiaries, partners, agencies, and assignees (as well as the employees, officers, directors, shareholders, representatives, and agents of any of the foregoing entities) (collectively, “**Released Parties**”) from any and all liability and/or loss to person(s) and property, resulting from participation in the Competition or acceptance, possession, receipt and/or use/misuse of any Prize (including any travel or activity related thereto).
- d) EPCR will not be held responsible for the winner and/or their companion not taking advantage of the Prizes due to health or any other reason.
- e) By their entry, participants are agreeing to these terms and conditions and agree that the decisions of EPCR are final and binding in all respects of the Competition. By participating, winners agree to EPCR’s use of name/likeness and city for commercial purposes without notification/ compensation or prior permission, except where prohibited by law.

8. DATA PROTECTION

Participant information will be recorded and used by EPCR to monitor their participation in the Competition and allow the allocation of Prizes. As such the winners’ information will be shared with EPCR’s service provider / partner solely for the purpose of routing these Prizes.

Under the Data Protection Law, any participant has a right to access, delete

and correct his personal information. He can exercise this right by writing to EPCR, accompanied by a copy of the identity card or passport to the attention of:

EPCR - The EPOTY Competition - Consumer Service
Boulevard de Grancy 39, Lausanne 1006, Switzerland.

Any participant may also, for legitimate reasons, oppose the processing of personal data. People who exercise the right to delete data about them before the end of the game will be deemed to have given up their participation in the Competition

9. DEPOSIT AND CONSULTATION OF THE TERMS & CONDUTION

A copy of these terms & conditions shall be sent free by mail to any person, upon written request which includes complete contact information (name, postal address, phone number, email) addressed until midnight 15.05.2019 (date of postmark), to:

EPCR - The EPOTY Competition - Consumer Service
Boulevard de Grancy 39, Lausanne 1006, Switzerland.

The costs incurred will be refunded (based on the cost of a stamp for a regular letter <20g.) subject to a joint written request (which must be accompanied by the name, bank details with IBAN and BIC and address of the participant).

Only one request will be reimbursed per household (same name, same postal address).

10. GENERAL

- a) EPCR reserves the right, in its sole discretion, to cancel, modify or suspend the Competition, in whole or in part, without any prior notice.
- b) EPCR reserves the right to disqualify entries from anyone found tampering with any EPCR website or entry process.
- c) The present terms & conditions are subject to Swiss law, and participants are subject to Swiss regulations applicable to such competitions.
- d) Any dispute about the Competition must be made by submitted through registered letter to EPCR within a month from the end of this Competition (date of postmark), and addressed to EPCR - The EPOTY Competition - Consumer Service Boulevard de Grancy 39, Lausanne 1006, Switzerland.
- e) In the event that a provision of these terms & conditions is declared null and void, this would not, in any way affect the validity of the rest of the terms & conditions themselves.
- f) EPCR assumes no responsibility for any administrative or typographical errors in these terms & conditions.
- g) Any dispute arising due to the occasion of this Competition and that cannot be settled amicably shall be submitted to the competent Federal Courts in Switzerland.