#### **JAGUAR LAND ROVER LIMITED**

#### LAND ROVER PLAYER Q&A SESSIONS PRIZE DRAW – TERMS AND CONDITIONS

These Terms and Conditions apply to the Land Rover player Q&A sessions prize draw (the "**Prize Draw**"). The Prize Draw is entered by UK residents aged 18 and over who are fans of the Premiership Rugby Clubs (defined in clause 6 below). Entrants must visit the Website (defined in clause 13) and submit their details in order to be entered into the Prize Draw for a chance to win a prize.

#### **TERMS AND CONDITIONS**

- 1. By entering this Prize Draw you confirm your acceptance and agree to these Terms and Conditions.
- 2. The Prize Draw is promoted and managed by Jaguar Land Rover Limited; registered in England and Wales; No 1672070; registered office: Abbey Road, Whitley, Coventry, CV3 4LF, England ("JLR"), and is managed and administered on behalf of JLR by CSM Sport and Entertainment LLP, trading as CSM Brands, company number OC368517), registered office at PO Box 70693, 62 Buckingham Gate, London SW1P 9ZP ("CSM") (JLR and CSM together the "Promoters").
- 3. These Terms and Conditions apply so far as the law permits so please read them carefully before entering.
- 4. These Terms and Conditions shall be governed by and construed in accordance with English law. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to deal with any dispute or claim that arises out of or in connection with these Terms and Conditions and the Prize Draw.

## **CAN I ENTER THE PRIZE DRAW?**

- 5. The Prize Draw is free to enter (no purchase necessary).
- 6. This Prize Draw is open to residents of the United Kingdom aged 18 and over, who are fans of the following Premiership Rugby clubs: Bath Rugby, Bristol Bears, Exeter Chiefs, Gloucester, Harlequins, Leicester Tigers, London Irish, Northampton Saints, Sale Sharks, Saracens, Wasps and Worcester Warriors (each a "Premiership Rugby Club" and together the "Premiership Rugby Clubs"). Proof of age will be required from all Prize Draw winners.
- 7. No employees, agents or suppliers of the Promoters, their retailer network and associated companies or their Family Members will be eligible to take part in the Prize Draw. For the avoidance of doubt, "Family Members" means the parents, children, siblings, aunts and uncles, grandparents, grandchildren of an employee, agent or supplier of the Promoters, its retailer network and associated companies.
- 8. In entering the Prize Draw, you confirm that you are eligible to do so and eligible to claim any prize you may win. It will be the Promoters' sole decision as to whether any eligibility requirement has or has not been met and we may require evidence or confirmation from entrants before awarding prizes.
- 9. The Prize Draw is open from 18<sup>th</sup> August 2020 at 00:01 hours and closes on 24<sup>th</sup> August 2020 at 23:59 hours (the "**Closing Date**") inclusive (the "**Prize Draw Period**").

- 10. Participants may submit up to 1 (one) valid entry during the Prize Draw Period. Any additional entries will not be will not be counted or eligible to win.
- 11. The Prize Draw will require access to an email account, access to a computer and internet access. This will not be provided by the Promoter nor will the Promoter be responsible for providing you with an email account. The entrants do not need to have or create an account on the platforms.
- 12. We reserve the right to disqualify any entry which does not comply with these Terms and Conditions or if your conduct is contrary to the spirt or intention of the Prize Draw.

## **HOW TO ENTER**

- 13. To enter, simply visit the Premiership Rugby website via the following link: <a href="https://www.premiershiprugby.com/land-rover-competition">www.premiershiprugby.com/land-rover-competition</a> (the "Website"), and submit the following details: full name, contact email address and phone number, date of birth, post code, and select the Premiership Rugby Club that you support.
- 14. Only entries that have been answered and completed correctly will be considered as a valid entry.
- 15. If, for any reason, a technical interruption equipment failure, telephone failure, network, server, computer hardware or software failure or site failure or postal failure occurs and the Prize Draw is not capable of running as planned or entries are not received or validly submitted or the Prize (as defined below) is disrupted, the Promoter reserves the right to cancel, terminate, modify or suspend the Prize Draw if necessary.
- 16. The Promoter does not take any responsibility for incomplete entries or entries that are lost, mislaid, damaged or delayed in transit (regardless of cause) and any such entries will not be considered valid.
- 17. The Promoter reserves the right to cancel, terminate, modify or suspend the Prize Draw if necessary.

# THE PRIZE

- 18. 50 (fifty) winners per Premiership Rugby Club will be chosen from all successful entries by a random number generator on 25<sup>th</sup> August 2020, totalling 600 winners (the "**Winners**").
- 19. The single numbers of the Winners generated by the random generator number will be final.
- 20. The Winners will win the prize. The prize will be:
  - i. A place of attendance on a virtual 'question and answer' webinar session on a date between 25<sup>th</sup> August and 30<sup>th</sup> September (date to be confirmed by the Promoters) with three Premiership Rugby players for the Winner's selected Premiership Rugby Club that they support (the "Q&A Session Prize"), and 50 (fifty) Q&A Session Prizes per Premiership Rugby Club are available to be won (winners of the Q&A Session Prize the "Q&A Session Prize Winners").

- ii. Of those Q&A Session Prize Winners, one Q&A Session Prize Winner per Premiership Rugby Club will also be selected (by a random number generator) to win a signed club shirt for the Premiership Rugby Club that they support (the "Signed Shirt Prize"), totalling 12 (twelve) Signed Shirt Prizes available to be won one per Premiership Rugby Club (winners of the Signed Shirt Prize the "Signed Shirt Winners").
- 21. The Winner will be contacted using the telephone number or email address provided with their Prize Draw entry by CSM on 25<sup>th</sup> August 2020 and asked to confirm their name, age and postal address (for the Signed Shirt Winners) and that they accept the Prize.
- 22. Invitations to the Q&A Session Prize (which shall include details of the confirmed date and time of the session and a private link to the Q&A Session Prize webinar) will be sent via email to the email address provided with your Prize Draw entry. Signed Shirt Prizes will be sent by Royal Mail Recorded Delivery 2 (two) weeks following the Closing Date of the Prize Draw to the postal address supplied by the Signed Shirt Winners, and a signature will be required upon delivery.
- 23. Participants may only win one prize throughout the duration of the Prize Draw.
- 24. There are no cash or credit alternative prizes and the Prize is non-transferable and non-negotiable. The Prize may not be claimed by a third party on your behalf.
- 25. If the Promoters subsequently discover the Winner is ineligible, has breached these Terms and Conditions, or foul play or unethical conduct is suspected under these Terms and Conditions then the Promoters reserve the right to not award the Prize and another participant will be selected at random as the Winner.
- 26. If the Prize offered is unavailable, cancelled or suspended due to circumstances beyond the control of the Promoters, the Promoters will not be able to offer an alternative and will not owe any further liability to the Winner. The Winner will not be entitled to any monetary equivalent or compensation for costs or expenses incurred or suffered in connection with taking up the Prize.
- 27. Winners accept that the Prize could be cancelled or suspended for any reason whatsoever beyond the control of the Promoters.
- 28. In the event that any Winner is unable to take up the Prize for any reason they must notify Promoters immediately. In this circumstance, the Promoters reserve the right to offer the Prize to another entrant. The Promoters do not accept any responsibility if you are not able to take up the Prize.
- 29. In all circumstances, the Promoters' decision is final and no correspondence will be entered into.

#### **LIABILITIES**

30. Neither the Promoters or its affiliates, agents, officers or employees will be liable (to the extent permitted by law) for any loss or damage arising out of organising or holding this Prize Draw or as a result of an entrant's participation in it, participation in any of the activities or as a result of the Winner winning, participating in, collecting or enjoying the Prize and/or the Prize Draw, or if the Prize Draw does not run as planned. This paragraph does not seek to exclude the liability of any party listed in this paragraph for (a) death or personal injury caused by their negligence, (b) fraud or fraudulent misrepresentation, and/or (c) any other matter for which it would be

- unlawful for them to exclude or attempt to exclude their liability. Your statutory rights are not affected.
- 31. The Promoters may change these Terms and Conditions or cancel the Prize Draw at their absolute discretion and without incurring liability as a result unless the Prize has been awarded.

## **USE OF PERSONAL DATA**

- 32. By entering this Prize Draw, you understand that the Promoters (and its agents, contractors and group members on its behalf) may process, store, distribute and/or use the information (including personal data) you provide in your Prize Draw entry and in the process of entering:
  - (a) To enable them to administer your entry in the Prize Draw, including deciding whether it accords with these Terms and Conditions;
  - (b) To notify you if you are a Winner. If you are a Winner you agree that the Promoters may announce or make available on request your name and country unless you object to the Promoters doing so or request that the amount of personal information announced or made available is reduced by the Promoters, in accordance with Clause 34; and
  - (c) To share with organisations assisting with the conduct of the Prize Draw and fulfilment of the Prize.
- 33. Entrants' name and contact information used for the purpose of this Prize Draw shall be retained for a period of 3 (three) months from the Closing Date.
- 34. Should any Winner object to their name and country being announced or made available upon request by the Promoters, they should contact jamie.fitzpatrick@csm.com. The Promoters will not announce or make available the personal information of any Winners who have objected. The Promoters may, however, need to provide such data for any lawful or regulatory purposes to a regulator.
- 35. JLR reserves the right to contact entrants regarding various product and service promotions or other related communications if the entrant has opted-in to receiving such communications from JLR. Your information will be retained for as long as you remain opted-in to receive these communications.
- 36. Should entrants wish to no longer be contacted by JLR, they can unsubscribe at any time via the email communications, or contact jamie.fitzpatrick@csm.com.
- 37. Data will be handled in accordance with (i) any data protection legislation from time to time in force in the UK including the Data Protection Act 1998 or 2018 and any successor legislation; and (ii) for so long as and to the extent that the law of the EU has legal effect in the UK, the General Data Protection Regulation ((EU) 2016/679), and any other directly applicable EU regulation relating to privacy.
- 38. For more information on how data is handled by JLR, please view JLR's Privacy Policy.

# **CONTACT DETAILS**

39. To find out the name and country of the Winner(s) please send your request to jamie.fitzpatrick@csm.com.

- 40. If you have any other questions about the Prize Draw, please send you question by e-mail to <a href="mailto:Jamie.fitzpatrick@csm.com">Jamie.fitzpatrick@csm.com</a> before the Prize Draw ends.
- 41. If you have any questions about how your contact information is being handled, please contact <a href="mailto:DPOffice@jaguarlandrover.com">DPOffice@jaguarlandrover.com</a>