## **Terms & Conditions**



## Summary Terms and Conditions:

UK, 18+ only. 09:01 23/03/23 - 23:59 21/04/23. Visit https://www.skoda.co.uk/discover/cycling-keep-meinformed and upload up to 250-words and a photograph about your favourite cycling story to enter. No purchase necessary. Prizes: 2 x VIP Tour de France experiences for the winner and a guest to one of the twenty one stages (at the discretion of the Promoter, subject to availability). Internet access required. Max entry per person. Max 1 Prize per Visit 1 person. https://www.skoda.co.uk/discover/cycling-keep-me-informed for full T&Cs & Prize details. Promoter: ŠKODA UK (Volkswagen Group United Kingdom Limited), Yeomans Drive, Blakelands, Milton Keynes MK. 14 5AN.

## Full Terms and Conditions

- 1. This Promotion is open to residents of the United Kingdom, including the Channel Islands and Isle of Man, aged 18 or over, excluding employees of the Promoter, its agents and anyone professionally associated with this Promotion.
- 2. No purchase necessary; however, internet access, a valid email address and a valid and in date UK passport are required.
- 3. **Promotion Period:** Enter between 09.01 GMT on the 23 March 2023 and 23.59 BST on the 21 April 2023 inclusive.
- 4. **To Enter:** Visit https://www.skoda.co.uk/discover/cycling-keep-me-informed and upload up to 250words and a photograph about your favourite cycling story to enter.

## 5. Further Entry Details and Conditions:

- a. By entering the Promotion, entrants give their permission for their entries to be used by the Promoter without further compensation, over and above the award of the prize, for up to one year for promotion purposes from the date of entry. Copyright will remain with the entrant. However, by entering this Promotion, the entrant agrees to the Promoter publishing these entries on their website and possible further use on their website, Facebook, Twitter, Instagram or other social media platforms. They also agree to other possible promotional use in media of the Prize, for up to one year from the date of entry but with appropriate credit given to the original entrant.
- b. You agree to grant the Promoter the right to adapt, modify, and use any or all parts of the entry. You also agree to grant the Promoter and its agents/contractors the right to moderate, modify or remove any entry if it is deemed unsuitable, in whole or in part, for display on the Promotion website or in any materials relating to the Promotion. You hereby represent and warrant that you have all rights necessary to grant the licence

#### **PromoVeritas Ltd** Run It Right

Monument House, 215 Marsh Road, London HA5 5NE UK **T:** +44 (0)20 3325 6000 | **E:** info@promoveritas.com | **W:** promoveritas.com Registered in England at the above address No. 04437132





and rights provided for in this paragraph and that all materials forming part of your entry to this Promotion, and any use of such materials by or on behalf of the Promoter, comply with all applicable laws, rules, and regulations and do not infringe or otherwise violate the intellectual property or other rights of any third party.

- c. Entrants must only submit images that are their own work
- d. Entrants must not upload images which have been previously published or won an award or prize via a promotion run by the Promoter or any other entity
- e. Entrants must only upload images that do not infringe or violate the rights of any third party, including but not limited to, ownership, copyrights, trademarks, patents, logos, licensing rights, rights of publicity or privacy or any other intellectual property rights.
- 6. Maximum of 1 entry is permitted per person during the Promotion Period. No person may win more than 1 Prize.
- 7. **The Prize:** There will be a total of of 2 winners. Each winner will win 1 x VIP Tour de France Experience at one of the twenty-one stages (at the discretion of the Promoter, subject to availability), which includes:
  - a. 1 x pair of VIP Tour de France tickets.
  - b. Return economy class flights for the winner and guest.
  - c. Two-night hotel stay at a 4\* hotel.
  - d. Cycling talk with a SKODA cycling ambassador.
  - e. Cycle with a SKODA cycling ambassador, subject to weather conditions.
  - f. Entry to the Tour de France Caravan.
  - g. SKODA VIP car experience of Tour de France.
  - h. Helicopter ride over the Peloton, subject to weather conditions.
  - i. Transport by a SKODA VIP driver to a roadside picnic.
  - j. Front row experience of the finish.
  - k. Car Club Hospitality: a 'front seat' car ride experience in front of the professional riders.

## 8. Further Prize Details and Conditions:

- a. Guests below the age of 18 must provide written parental consent to travel unless accompanied by a parent or guardian.
- b. Location of the tickets and hotel are subject to the stage that the winner is matched to after providing their availability.
- c. The prize includes return economy flights for the winner and guest from their closest international airport to the local stage airport in France (Paris, Lyon, Nice or Toulouse), subject to availability.
- d. Transfers from the winners' home to the international UK airport are included.
- e. Transfers from the local French airport to the hotel are included.
- f. Once booked, tickets are only valid for the dates and times shown; no alternatives will be available.
- g. If a booking is cancelled by the winner, no alternative tickets will be issued and for the avoidance of doubt, no compensation and/or refund will be provided.

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- h. The winner will not be entitled to any compensation and will have no claim against the organisers if the holiday or any other event forming part of the prize is delayed, postponed, rescheduled or cancelled.
- i. Lounge passes and upgrades are not permitted. Flights cannot be used in conjunction with the Promoter's/any loyalty programme, any other discount, discount coupon(s) or voucher(s), promotion(s) or special offer. Frequent Flyer points cannot be accrued on the flight tickets or any loyalty programme.
- j. Airline seats are subject to availability.
- k. The winner and their guests must abide by and are subject to the airline's Conditions of Carriage and Booking Terms and Conditions.
- I. The prize includes accommodation at a 4\* hotel based on the winner and the guest sharing one double/twin room, subject to availability.
- m. The Promoter will pay the cost of the standard room plus related room taxes.
- n. A valid credit or debit card will be required to check in to your room and will be used to guarantee any incidentals such as in- room calls or services.
- o. The winner is solely responsible for any additional charges incurred at the hotel during their stay, including, without limitation, costs of meals, drinks, additional nights and services together with related taxes.
- p. The prize includes breakfast, lunch and dinner.
- q. For the avoidance of doubt, the Prize does not include transportation, food, beverages, souvenirs, gratuities, car parking charges, or any other costs of a personal nature (including spending money) that are not explicitly set out in these Terms and Conditions and neither the Promoter nor any provider of any part of the Prize will be responsible for any such costs.
- r. The winner and their guest will require a passport valid for at least 6 months on date of travel; any necessary visas or travel insurance are the responsibility of the winner and their guest. In the event the winner or their guest are unable to travel due to visa or other personal circumstances, no alternative tickets will be issued, and no compensation or other prize will be provided.
- s. The winner and guest must travel together in all instances, on the same dates and time, take the same trip and share the same room in all provided accommodation. The winner will forgo the Prize in totality if the winner fails to attend the scheduled booking, and the Promoter and any prize providers shall have no further obligation to the winner.
- t. It will be the winner's and their guest's responsibility to take out at their own cost all relevant insurance (including but not limited to health and travel insurance, insurance for theft, loss and damage to property) which may be required or prudent to be taken. The winner is responsible for the behaviour of themselves and their guests whilst taking the Prize. The Promoter reserves the right in its absolute discretion to exclude the winner and/or their guests from participation in any aspect of the Prize if any party fails to comply with the directions of the Promoter or any companies associated with the Prize or if the winner and/or their guests act in a manner that is dangerous to themselves or to the public or is, in the opinion of the Promoter, anti-social in any

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manner or which causes a disturbance or nuisance to others. Failure to comply with these Terms and Conditions may result in the prize being retracted.

- u. All elements of the prize package must be taken as part of the same trip.
- v. The Prize will be forfeited if:
  - i. The winner has not obtained all of the proper travel documents by the date specified by the Promoter;
  - ii. The Winner has any immigration complications which prevent them from entering, leaving or travelling within the pre-booked period; or
  - iii. The Winner has any medical, legal or any other reason that would prevent you from accepting and participating in the Prize.
- w. It is the responsibility of the Winner and any guest to check any travel advisories issued by a Government, to determine whether they wish to accept the risk of travelling to the destination. The Promoter will not be responsible for any loss or damage suffered by any winner or their guest arising out of their failure to follow any travel advisories issued by a Government. The winner and their guest must comply with and are responsible for obtaining all information regarding any recommended inoculation and obtaining the inoculation(s) and health regulations required by any Prize destination country.
- x. Certain parts of the prize may require particular levels of health or fitness. Entrants should ensure that they are capable of meeting the required standards.
- y. At all times, the Promoter will have the discretion as to how to implement the Prize fulfilment based on an agreed agenda with tour operators and ŠKODA events team.
- 9. All valid entries received during the Promotion Period (subject to moderation) will be independently judged by PromoVeritas within 5 working days from the close of the Promotion Period to select 10 shortlisted entries based on the following criteria:
  - a. Unique how unique is the entry and does it stand out from other entries? (Scored out of 10)
  - b. Fun Does the entry contain exciting, entertaining content? (Scored out of 10)
  - c. Inspirational Does the entry inspire the consumer's imagination and capture their passion for cycling? (Scored out of 10)
- 10. The shortlisted entries will be judged by a panel of judges, within 10 working days from the close of the Promotion Period to select 2 winner/s based on the same criteria.
- 11. **Winner Notification:** Provisional winners will be contacted via the email address provided on entry within 10 working days of Winner Selection and will be asked to provide evidence of identity and eligibility. Reasonable efforts will be made to contact the provisional winners. Once eligibility has been confirmed, the provisional winner will be confirmed as a winner. If a provisional winner does not respond to the initial contact within 14 days, we reserve the right to disqualify that entrant and award the Prize to a reserve selected in the same manner. Reserve winners may have less time to respond.





- 12. **Prize Acceptance:** Notification to arrange fulfilment of a/the Prize will take place within 28 days of acceptance of the Prize. In the unlikely event that a winner has not received communication to arrange their Prize the winner must inform the Promoter by emailing <u>Jo.catchpole@skoda.co.uk</u>. If a winner does not do so, the Promoter reserves the right to not reissue the Prize at its sole discretion.
- 13. **Moderation:** The Promoter reserves the right to reject entries which, in the reasonable opinion of the Promoter:
  - a. are in breach of the Terms & Conditions;
  - contain any content that is offensive, harmful, objectionable or which is otherwise unsuitable for publication including with respect to race, religion, origin or gender, or which could reflect negatively upon the name, reputation or goodwill of the Promoter or any brand partner;
  - c. contains or refers to any unauthorised third-party brand or reference any third-party names, logos and/or trademarks;
  - d. promotes any political agenda.
- 14. Provided no objection is received from the winners, a winners list containing the surname and county of residence of the winners will be made available by the Promoter 4 weeks after the close of the Promotion Period, for a period of 8 weeks. It will be available at https://www.skoda.co.uk/discover/cycling-keep-me-informed. Winners can object to their details being published during the Winner Notification process. Without prejudice, the Promoter will provide winner information to the Advertising Standards Authority when requested by them.
- 15. The Promoter may request that the winners participate in publicity arising from the Promotion. Participation is at the winner's discretion and is not a condition of Prize Acceptance.
- 16. The Promoter seeks to run a fair and secure promotion and prevent abuse and cheating. If you enter in a way that is not consistent with these Terms & Conditions, your entry (and any of your associated aliases) will be disqualified. Any Prize awarded may be void and recoverable, and the Promoter reserves the right to bar you from entering future promotions for a period of at least six months. For this reason, the Promoter reserves the right at any point to:
  - a. Verify the eligibility of entrants and/or provisional winners through multiple means by requesting such information it consider reasonably necessary for this purpose. Entry or a Prize may be withheld until verification is completed.
  - b. Disqualify entries that are not made directly by the individual entering the Promotion.
  - c. Disqualify entries made using anonymous email services such as, but not limited to, GuerillaMail, Dispostable or Mailinator.



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- d. Disqualify bulk entries from individuals, trade, consumer groups or third parties, incomplete entries and entries submitted by macros or other automated means.
- e. Disqualify entries beyond the maximum allowed, or those using techniques such as 'script', 'brute force', multiple SIM cards for text entries, masking identity by manipulating IP addresses, using aliases or identities other than their own or any other means.
- f. Disqualify entrants who tamper with the entry process.
- g. Disqualify entries which, in some other way, do not meet the requirements of these Terms & Conditions.
- h. Cancel, modify or suspend the Promotion should it not be capable of running as planned for reasons including but not limited to tampering, unauthorised intervention, fraud, dishonesty, technical failures, or any other causes beyond the control of the Promoter which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion.
- 17. The Prizes are not transferable or exchangeable and cannot be redeemed for monetary value or for any other form of compensation. If for any reason the Prize and/or any element of the Prize is not available, the Promoter reserves the right, at its sole discretion to substitute that Prize or element of the Prize for another of equal or greater value.
- 18. No responsibility can be taken for entries which are lost, delayed, corrupted, damaged, misdirected or incomplete or which cannot be delivered for any technical, delivery or other reason. Proof of sending will not be accepted as proof of receipt. The Promoter does not guarantee continuous or secure access to https://www.skoda.co.uk/discover/cycling-keep-me-informed.
- 19. The Promoter and its associated agencies and companies are not liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense or damage which is suffered or sustained (whether or not arising from any person's negligence) in connection with this Promotion (JS13596) or accepting or using the/a Prize(s), except for any liability which cannot be excluded by law. Nothing will exclude the Promotor's liability for death or personal injury as a result of its negligence.
- 20. The Promoter will not be liable for any delay or failure to comply with its obligations for reasons beyond its reasonable control arising from but not limited to Acts of God, global or regional epidemic or pandemic, adverse weather conditions, fire, industrial dispute, war, terrorist activity, hostilities, political unrest, riots, civil commotion, plague or other natural calamities, or any other circumstances.





- 21. All personal data supplied for this Promotion will be used for the purpose of this Promotion and for research and analytical purposes by the Promoter and/or by any agent appointed by it to assist with running the Promotion and will not be disclosed to an unconnected third party unless your positive consent has been obtained. Your personal data will be handled in accordance with the Promoter's privacy policy, available at: <u>https://www.skoda.co.uk/discover/privacy-statement</u>.
- 22. If any part/s of these Terms & Conditions are legally ruled to be invalid, illegal or unenforceable, the remainder will not be affected and will continue in full force and effect.
- 23. By entering, you will be deemed to have agreed to be bound by these Terms & Conditions.
- 24. If there is a discrepancy between these Terms & Conditions and those in any promotional material, these Terms & Conditions will prevail.
- 25. These Terms & Conditions are governed by English law and their interpretation and application will be subject to the exclusive jurisdiction of the courts of England and Wales. Residents of Scotland and Northern Ireland may bring proceedings in their own jurisdiction.

**Promoter:** ŠKODA UK (Volkswagen Group United Kingdom Limited), Yeomans Drive, Blakelands, Milton Keynes MK 14 5AN.

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