

## Summer Holiday Competition 2021

### T's & C's

The competition is being promoted by MW Lift Services Ltd of The Wilkinson Suite, The Clervaux Exchange, Clervaux Terrace, Jarrow NE32 5UP and is referred to below as **MW**.

#### **1. RULES**

- 1.1. To be entered into this competition, the nominee must be:
  - 1.1.1. over the age of 18 years old;
  - 1.1.2. resident in the United Kingdom;
  - 1.1.3. hold a valid UK passport with an expiry date of 31.12.2021 as a minimum;
  - 1.1.4. be a keyworker or volunteer as detailed in clause 5.
- 1.2. Any person that is: (a) an employee / former employee of MW; or (b) an employee of any supplier of MW professionally engaged in relation to the competition or its administration (c) a family member of any such person, is not eligible to enter the competition.
- 1.3. A person may not make more than one nomination. In the event that multiple nominations are made, only the first eligible nomination made will be accepted.
- 1.4. By submitting an entry into the competition, you warrant that all information submitted by you in your entry is true, accurate and complete in every respect and is not misleading.
- 1.5. MW reserves the right to require verification of any information contained in any competition entry and/or the eligibility of the nominee pursuant to the criteria set out in these terms and MW may request such evidence that it requires to be provided. Failure to provide such evidence within five days of request may result in the nominee's disqualification.
- 1.6. MW reserve the right in its absolute discretion to disqualify any entrant without giving any reason for such disqualification or granting any opportunity for challenge if it has reasonable grounds to believe that:
  - 1.6.1. an entrant has breached any of these terms, any applicable law or regulation, any right of any other person;
  - 1.6.2. the entry or conduct of the entrant or nominee or any person connected thereto is not pursuant to the spirit or intention of the competition.
- 1.7. In the event that a Prize-winner is disqualified from the competition, MW will, unless otherwise stated in these terms, select an alternative Prize-winner in the same manner as the original Prize-winner and such selection will be subject to these terms.
- 1.8. By submitting a nomination to the competition, the nominator agrees to be bound by these terms and reasonably believes that the nominee will wish to be included in the competition.
- 1.9. MW reserves the right to cancel, suspend or amend the competition and these terms and conditions where it becomes necessary to do so, any changes to the competition will be notified to entrants as soon as possible,

#### **2. COMPETITION ENTRY DETAILS**

### Stage 1

- 2.1. To be entered into the competition a person must be nominated by someone. There is no entry fee or requirement to make any purchase in order to enter the competition.
- 2.2. The nomination must be a comment on the competition social media post and that comment must:
  - 2.2.1. tag the nominee or otherwise link to an active social media profile of the nominee; and
  - 2.2.2. contain a description of no more than 300 words as to why the nominee deserves to win the prize.
- 2.3. Nominations must comply with these terms and any other instructions given in competition notifications. Failure to do so may render the nomination invalid.
- 2.4. Nominations must be made by the time and date specified in the competition promotional materials, as amended by us in our sole discretion from time to time (**Entry Cutoff Date**). If no time is specified, nominations must be made by 23.59 on the Entry Cutoff Date. Nominations made after the Entry Cutoff Date will be invalid.
- 2.5. Only one nomination will be accepted per nominee and persons in the same family. In the event of multiple/duplicate nominations, MW will select in its sole discretion which entry is effective.
- 2.6. Following the Entry Cutoff Date all nominees will be collated and entered into the draw from which MW will select multiple nominees at random.
- 2.7. A notice will be placed on the competition post of the date of the draw.
- 2.8. All winning nominees will be contacted via the social media profile tagged in the nomination for confirmation that they consent to be included within Stage 2 of the competition; subject to all selected nominees consenting a recording of the draw will be placed on our social media pages.
- 2.9. If a nominee objects to their inclusion within Stage 2 or is otherwise unhappy for the information included within the nomination (or any other identifying information) to be shared or publicised by MW pursuant to these terms, they will be eliminated from the competition and a replacement nominee selected at random.
- 2.10. By agreeing to be included within Stage 2, the nominee agrees to be bound by these terms.
- 2.11. MW will only process your personal information as set out in our privacy policy from time to time – see our website <https://www.mwliftservices.co.uk/> for further information.

### Stage 2

- 2.12. Following the draw referred to at clause 2.6, for all successful nominees that have been verified as eligible pursuant to clause 1.5, a post will be created, which will include the story of that nominee from the original nomination (**Finalist Post**).
- 2.13. The final prize winner will be determined by “votes” cast in favour of the finalists by the number of likes and comments on that person’s Finalist Post.
- 2.14. Votes or comments that are duplicated or that MW reasonably consider to have been automatically generated by computer, completed by any person or persons in bulk, or otherwise not made in the

spirit or intention of the competition (as MW may determine in its sole discretion) will not be accepted.

- 2.15. Voting and commenting on the Finalist Post must be made by the time and date specified in the competition promotional materials, as amended by us in our sole discretion from time to time (**Voting Cutoff Date**). If no time is specified, voting and commenting must be made by 23.59 on the Entry Cutoff Date.
- 2.16. After the Voting Cutoff Date, all applicable votes and comments will be checked and verified. It is expected that the winner will be announced approximately two weeks after the Voting Cutoff Date.
- 2.17. The prize-winner will be contacted personally first using the social media tag in their nomination (or such other contact information that may have been provided to MW).
- 2.18. MW must either publish or make available information that indicates that a valid award took place and will therefore publish the name of the prize winner and their nomination (or parts thereof) on its social media pages, website and other public platforms and promotional materials. If the prize winner objects to any of their identifying information being used in such manner then they should advise MW as soon as possible. In such circumstances, MW must still provide the information and winning entry to the Advertising Standards Agency on its request.
- 2.19. The decision of MW is final and no correspondence or discussion will be entered into.

### 3. PRIZE-WINNER

- 3.1. Prize-winner will be selected and notified in the manner set out in these terms.
- 3.2. No prize will be awarded where any entrant has committed any form of misconduct (as determined by MW in its sole discretion).
- 3.3. Prizes are non-transferable and there is no cash alternative. In the event of a prize being unavailable for any reason MW reserve the right to substitute prizes of equal value.
- 3.4. Prize-winner and other holiday goers must be able to depart from any airport within the UK and return to the same airport.
- 3.5. Prize-winner will have 4 weeks to decide and notify MW in writing of their desired location in Spain after being notified that they have won the competition. Failure to do this will render their prize void.
- 3.6. The holiday is for a family of four of 2 adults and 2 children.
- 3.7. The holiday booking will be made by MW and has a value limit of £2,000.00 inclusive of any VAT or similar. Should the holiday exceed this amount, it will be up to the prize-winner to pay the excess. Should the holiday be of a value less than this amount, no cash payment or other gift or product shall be due to the prize-winner.
- 3.8. The £300 spending money will be in addition to the cost of the holiday booking.
- 3.9. Holiday will be booked between the period 1<sup>st</sup> October 2020 and 31<sup>st</sup> January 2021, save that:

- 3.9.1. no booking will be made until the prize-winner has provided MW with all information it may reasonably require and has paid any contribution required pursuant to clause 3.7;
  - 3.9.2. MW reserves the right to book the holiday at any later date where, in MW's reasonable opinion, the financial position of MW not in a sufficiently stable or adequate position to warrant expenditure on the holiday booking. If the booking of the holiday is delayed beyond 31<sup>st</sup> January 2021 as a result of this clause, MW will book the holiday at such time that it considers that its financial position is adequate enough to enable it to do so.
- 3.10. Whilst MW will endeavour to take account of the prize-winner's availability, no guarantee can be made as to the dates of the holiday. Exact date of the holiday will be revealed on 1<sup>st</sup> February 2021.
- 3.11. This prize includes return flights and hotel only, on a self-catering basis.
- 3.12. It is the responsibility of the prize-winner to arrange travel to UK airport, overnight stay (if necessary), hotel transfers, insurance and any other, food and drink, spending money beyond the £300 contribution, tax or personal expenses. Any other costs incurred in addition to those set out above and that are incidental to the fulfilment of the prize are the responsibility of the winner.
- 3.13. The prize winner is responsible for ensuring that they and any person travelling with them are available to travel and hold valid passports, any necessary visas and travel documents for the holiday in question on the travel dates specified.
- 3.14. MW Lift Services Ltd's decision in respect of all matters to do with the competition will be final.
- 3.15. MW is not responsible for:
- 3.15.1. the prize winner missing their flights or being unable to attend the holiday once it has been booked;
  - 3.15.2. the flights and/or hotel being cancelled for any reason.
- 3.16. In the event that any refund in respect of the holiday booking is payable it shall be retained solely by MW.
- 3.17. Any changes once the booking has been made shall be solely at the cost of the prize winner.
- 3.18. Notwithstanding the above, in the event that the holiday is booked but either flights to the destination or the accommodation booked are cancelled as a result of legal restriction implemented as a result of the COVID-19 outbreak, MW will, following receipt of a full refund in respect of the cancelled holiday, endeavour to re-book the holiday at the same or similar destination for another time when such legal restrictions are not in place. In the event that a full refund is not received, the value of any further booking shall be limited to the value of the refund actually received by MW.

#### **4. LIABILITY AND INTELLECTUAL PROPERTY**

- 4.1. Insofar as is permitted by law MW Lift Services Ltd will not in any circumstances be responsible or liable to compensate any person or accept any liability, save for where caused by MW's negligence, for any damage, loss, injury, or death. Statutory rights are not affected.
- 4.2. MW is not responsible for any disappointment of any kind suffered by any person occurring as a result of any person winning or not winning any prize.

- 4.3. MW may, but is not required to, make any nomination available on its website and any other media, whether now known or invented in the future and in connection with any publicity of the competition, and an irrevocable, worldwide, royalty free licence is granted for such.

## 5. **KEY WORKER / VOLUNTEER GROUPS**

- 5.1. The following persons are eligible to be nominated for entry into the competition, provided they have not been placed on furlough after 20<sup>th</sup> March 2020, and provided that MW considers (acting reasonably) that they have provided genuine and substantial support to vulnerable persons and groups or otherwise to the benefit of their community during the COVID-19 pandemic. For example, such persons may include:
- 5.1.1. any employee of the National Health Service or other emergency services, including doctors, nurses, admin staff, cleaners, porters etc,
  - 5.1.2. any employee of any business providing material support services to the National Health Service provided that that employee is engaged in or contributing to the provision of those services;
  - 5.1.3. On call or PPM engineers,
  - 5.1.4. Delivery drivers – all types, including takeaway drivers, lorry drivers etc
  - 5.1.5. Pharmacy workers – all types,
  - 5.1.6. Supermarket workers,
  - 5.1.7. Care Home workers,
  - 5.1.8. Remote Care workers,
  - 5.1.9. Social Services workers,
  - 5.1.10. Government Staff / Advisors,
  - 5.1.11. News workers,
  - 5.1.12. Court workers,
  - 5.1.13. Volunteer workers – all types, including those who nominated themselves to and assisted the UK recently.
- 5.2. The eligibility of any person pursuant to clause 5.1 shall be solely determined by MW and no correspondence or discussion will be entered into.