### unity place

# Summer Terrace Photo Instagram Prize Draw 15th July– 30th August 2024

#### **Full Terms and Conditions**

These Terms and Conditions (the "Terms and Conditions") prevail in the event of any conflict or inconsistency with any other communications, including advertising or promotional materials. Entry instructions are deemed to form part of these Terms and Conditions and by participating all participants will be deemed to have accepted and be bound by them. Please retain a copy for your information.

Compass UK&I takes data protection seriously. By entering this promotion, you confirm that you have read the <u>Compass UK&I Privacy Notice</u> and agree to these Terms and Conditions of the promotion. By submitting any information including name and email address as part of the participation into the campaign, participants agree to their information being held and processed in accordance with the General Data Protection Regulation (GDPR) and the Data Protection Act 2018.

Promoter: Compass Contract Services (U.K) Limited. Parklands Court, 24 Parklands, Birmingham Great Park, Rubery, Birmingham, West Midlands, B45 9PZ.

#### Eligibility:

- 1. This promotion is open to persons over 16 years of age at the time of entry.
- 2. You must seek permission from individuals photographed before posting online.
- 3. The photo must still be live on the date of selecting the winner. (03/09/2024)
- 4. Employees of Compass UK&I and their immediate families may not enter any promotion, neither may any employees or immediate family members of any third-party sponsors, third party companies associated with the promotion, prize providers or agencies assisting with the promotion operation.

#### Entry:

- 1. Two randomly selected winners will be notified via email by 03/09/2024.
- 2. Entrants must have posted onto Instagram tagging @unity\_placemk and using the hashtag #SummerAtUnityPlace
- 3. The use of any automated entry software or any other mechanical or electronic means that permits any person to enter any promotion repeatedly is prohibited. No bulk, consumer group or third-party entries will be accepted. These entries will be disqualified.
- 4. Where an entrant or prize winner has not complied or in breach with the Promotion Terms and Conditions, the promoter may enforce the right to disqualify that person and require the return or reimbursement to us of any prize even where a prize has already been awarded or provided to the winner.

5. No fees shall be payable to any entrant in relation to their entry in any promotion.

#### Prizes:

- 1. The Promoter reserves the right to replace the stated prizes with prizes that we consider to be of broadly equivalent value.
- 2. There is no cash alternative for non-cash prizes and prize winners must accept prizes in the form offered.
- 3. Any pictures depicting the prizes on any media or promotional material are for depiction purposes only.
- 4. Where prizes are to be delivered to the personal address of a prize winner, the prize will only be delivered to an address within the UK (or ROI if the promotion is available to residents in that territory) and will only be sent once. Should a prize winner's contact details change, it is their responsibility to notify us or the contact persons for the relevant promotion.
- 5. We reserve the right to request proof of a prize winner's identity in the form of a passport or driver's license.
- 6. All prizes are subject to availability, non-transferable and non-exchangeable.
- 7. All meal prizes must be redeemed within 12 months of issue or 12 months of the restaurant opening date (whichever occurs first).
- 8. No additional, further, or other costs or expenses are included in any restaurant or dining prize. For example, the costs of transport to and from Unity Place, parking charges, gratuities, spending money and other costs of a personal nature, are not included.
- 9. Prizes will be awarded to prize winners within 30 days of acceptance of the prize. Details of how the prizes will be delivered will be provided to the prize winner. In the event a prize winner does not receive their prize within 30 days they should contact us on <a href="mailto:unityplaceenquiries@rapportservice.com">unityplaceenquiries@rapportservice.com</a>. If a prize winner does not do so, the Promoter reserves the right to not reissue the prize or limit its value.
- 10. The Promoter shall make available information to show that a valid award of the prizes took place. Provided no objection is received, you may request a list of prize winners by contacting us. Prize winners may object to their surname or county of residence being published or request for the amount of information being published to be reduced as part of being awarded the prize or by contacting us. Without prejudice, we will provide the prize winner information to the Advertising Standards Authority on reasonable request.

#### **Unclaimed Prizes:**

- 1. Reasonable attempts to contact the winner will be made via the correspondence entered into.
- 2. Unless otherwise stated, the prizes must be claimed within 5 days. In the event a prize is not claimed within this period, we reserve the right to award the prize to an alternative prize winner or not to award them at all.

#### Publicity and Personal Information:

1. Any personal data provided by you in connection with this Promotion will be used solely by the Promoter per the <a href="Compass Group UK&I Privacy Notice">Compass Group UK&I Privacy Notice</a>.

#### Social Media:

- 1. Where promotions are run on any social media platform, you acknowledge that the promotion is in no way sponsored, endorsed or administered by, or associated with, the relevant Platform. You understand that you are providing your information to the Promoter and not to the relevant Platform and that no Platform has any liability for any element of the promotion.
- 2. By participating in any promotion involving a Platform, to the extent permissible by law, you the entrant hereby release that Platform (as applicable) from any and all claims, damages or liabilities arising from or relating to your participation in the promotion.
- 3. You will need access to the internet and to the email account associated to the email submitted to receive correspondence.

#### Promotion Administration and Exclusion of Liability:

- 1. The Promoter may terminate a promotion at any time where it has reasonable grounds to do so. The Promoter will not award the prize if the promotion is terminated.
- 2. All the Promoter's decisions relating to the promotion and/or redemption of the prizes are final. No discussions or correspondence with entrants or any other person will be entered into.
- 3. A failure by us to enforce any one of the terms and conditions in any instance(s) will not give rise to any claim or right of action by any entrant or prize winner, nor shall it be deemed to be a waiver of any of our rights in relation to the same.
- 4. In the event that any provision of these Terms are held to be illegal, invalid, void or otherwise unenforceable, it shall be severed from the remaining provisions which shall continue in full force and effect.
- 5. These Specific terms and conditions are to be construed in accordance with and governed by the laws of England and Wales.

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