



COMPETITION TERMS AND CONDITIONS

V2. 2023

1. Introduction

1.1 These Competition terms and conditions shall be binding on you ("You") when you enter any promotion, prize draw or competition ("Competition(s)") operated by The Tone Community Media Group CIC and any of its subsidiaries, hereby referred to as TCMG CIC (including but not limited to those Competitions operated by The Tone Community Media Group on behalf of its sponsors) or any company, radio station or website owned or controlled (directly or indirectly) by The Tone Community Media Group from time to time.

1.2 Any specific rules, entry instructions and any other specific details relating to the particular Competition or the Competition prizes or gifts ("Prizes ") published on this website or in any media which features the Competition (including on-air messages) together with these Competition terms and conditions form the Competition terms ("Terms "). Entry and participation in any Competition shall be deemed an unconditional acceptance by You of these Terms.

1.3 It is agreed and accepted by You (except in respect of death or personal injury directly attributable to TCMG CIC negligence) that TCMG CIC shall have no liability whatsoever in respect of Competitions operated by third parties and featured on air or on our Sites. The relevant third party will be responsible for the fulfilment of the Competition. TCMG CIC accepts no responsibility for the acts or omissions of such third parties.

1.4 No purchase of any kind is required for free prize draws. Please follow the directions either on the Site for the particular Competition or as publicised during on-air messages.

1.5 You have made certain representations and warranties to TCMG CIC (both in these Terms and otherwise) in entering the Competition and/or applying for a place in the Competition. TCMG CIC has relied on the accuracy and truth of such representations and warranties in granting a place to you. Should TCMG CIC or its agents become aware of any fraud, dishonesty, deceit or similar action undertaken in connection with the Competition or otherwise, or any act or omission which might (in TCMG CIC opinion, which shall be final) have an adverse effect on the Competition, TCMG CIC reserves the right in its absolute discretion (without notice to You and/or without giving reasons) to (i) forfeit your place on the Competition; or (ii) withdraw the Prize(s).

1.6 You agree to cooperate with and comply with all reasonable requests of TCMG CIC and its agents and employees (and in particular health and safety representatives) in connection with any Competition and its broadcast.

2. Eligibility to enter competitions

2.1 To enter a Competition you must be a resident of the United Kingdom. Employees and volunteers of TCMG CIC, their families, press, agencies or any persons directly or indirectly connected with a particular Competition are not eligible to enter such Competition. TCMG CIC reserves the right to verify the eligibility of all entrants.

2.2 Unless otherwise stated, only one entry per person will be permitted and multiple entries will be void.

2.3 Unless otherwise stated, winners may only win once in any given Competition.

2.4 You may only enter a Competition as an individual; any entries that, in TCMG CIC absolute discretion, have been made via participation in a syndicate will be disqualified.

2.5 Any entries made, in TCMG CIC absolute discretion, via any form of machine assisted intervention enabling multiple entries will be disqualified.

2.6 TCMG CIC reserves the right to discount multiple entries from the same IP address or telephone number, unless the specific terms and conditions for the Competition state that multiple entries are permitted.

2.7 A person may not win more than one prize valued at £500 or greater within a six month period following the first win, nor shall any member of such a person's family residing at the same address (including, but not limited to, aunts, uncles, cousins, grandparents etc.). TCMG CIC reserves the right to withhold prizes from any such person, and to reclaim any such prize if a breach of this rule is subsequently discovered.

2.8 Where it is expressly stated that a Competition is open to over 18's only, you represent and warrant that you are at least 18 years of age on the closing date for entries to a Competition and, if requested by TCMG CIC, shall provide evidence of your age to TCMG CIC reasonable satisfaction.

2.9 Proof of eligibility to enter a Competition must be provided to TCMG CIC on request.

2.10 You must enter any Competition using your legal name. TCMG CIC reserves the right to disqualify anyone entering a competition using a false name. By entering a Competition, You hereby warrant that all information submitted by You is true, current and complete.

2.11 TCMG CIC reserves the right to disqualify anyone entering a competition on behalf of another person, and to reclaim any such prize if a breach of this rule is subsequently discovered.

3. Health and Safety

3.1 By entering a Competition, You confirm and warrant that, to the best of your knowledge and belief, your general state of health is good and You have no medical condition that could be adversely affected by strenuous exercise or any of the events or activities planned or reasonably expected to be involved in the Competition. You confirm that You are not taking any medication at present and will not take any medication during the Competition which may be affected by your participation in the Competition.

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3.2 You must take all reasonable steps to ensure your own health and safety when taking part in any events or activities forming part of the Competition or the Prize. Any behaviour or act or conduct by You which TCMG CIC considers to pose any medical, security or safety risk (including without limitation any abusive behaviour, physical or psychological) will lead to your immediate disqualification.

3.3 You are obliged to take all reasonable steps to ensure the safety standards and the general appropriateness of activities undertaken during the Competition and acknowledge that all activities are undertaken at your own risk.

3.4 You must notify TCMG CIC of any medical or other condition which may mean that You are unfit for travel or participation in the Competition as soon as You become aware of such a condition. TCMG CIC reserves the right to forfeit your place on the Competition or the Prize (without liability or compensation) if, in its opinion, You may expose yourself or others to risk of illness or injury or to the cancellation, disruption, or curtailment of the Competition.

3.5 You agree not to carry on your person (or in your possession or control) or to purchase or consume during the Competition any illegal substance. You acknowledge and agree that alcohol consumption will only be allowed with the express prior consent of TCMG CIC and the health and safety team, who will have full authority to direct that You shall not consume any more alcohol.

3.6 You will comply with all directions of TCMG CIC or their representatives in respect of health and safety. Failure to do so may lead to immediate disqualification, or immediate withdrawal of the Prize at TCMG CIC discretion.

4. Competition entries via WhatsApp message, Telephone and Email.

4.1 At the current time TCMG CIC only accepts competition entries by WhatsApp & Telephone where there is no substantial prize, although ToneFM Promotional Merchandise may be offered as a non substantial prize, and entry is just for fun. When a substantial prize or product is connected, above the value of £5.00 for the duration of the competition campaign, entry is via Email only to a dedicated email address which is competitions@tonefm.co.uk. We do not accept entries for competitions of this nature via any other means including SMS Text Message, Social Media Messaging, such as Facebook or Twitter, postal entries, or in person.

4.5 Depending on your contract you may incur costs attached to entering. This can include call charges, and data usage for WhatsApp or Email. These costs are your responsibility and will be paid via your mobile phone service provider and will be detailed, where possible, on your mobile phone bill.

4.6 Any person using a telephone which is not his or her own should ask for the permission of the person who pays the bill before sending a text message or telephoning the competition line.

4.7 In the event that a telephone call to a Competition entrant is disconnected for any reason (including but not limited to loss of battery or signal) before or during the competition, TCMG CIC reserves the right to select another entrant to participate in the Competition. In the event that an entrant does not answer their telephone when contacted by a representative of TCMG CIC in order

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to participate in a Competition, TCMG CIC reserves the right to select another entrant to participate in the Competition.

4.8 Where the Competition is entered by phone, the relevant phone number will be given on-air at the time of the competition. Where you use any other phone number, TCMG CIC cannot be held responsible for entries not being processed. Winners or entrants shall be chosen at random from those callers which successfully reach the switchboard, unless an alternate method selection is stated.

4.9 Competitions that are run with WhatsApp and Telephone Calls as the answer platform are run for fun, and will not carry any substantial prize, although ToneFM Promotional Merchandise may be offered as a non substantial prize. Where this is the case we may call you to confirm postal details. Once entered your communication will be saved on our system, but will not be used for any external marketing communications.

4.10 Where the competition is entered by Email, entries can only be accepted when sent to competitions@tonefm.co.uk. On entering the competition you will be notified by an automated message that your entry has been accepted. On entering by Email By you are also agreeing for your email data to be retained for further communications in the future by either by TCMG CIC or any associated partner for the competition in question. If you do not wish for your email to be retained you must reply to the automated email stating you do not wish this to take place.

4.11 When choosing winners TCMG will highlight throughout the competition how winners will be chosen. This may at random, by being the first to call or email, or via another mechanic.

5. Claims to prizes

5.1 In order to enable TCMG CIC to correctly identify genuine claims and to eliminate non-genuine, deceitful or fraudulent claims, evidence of Competition entry must be made available if requested for the checking of such claim. In addition, TCMG CIC reserves the right to request proof of identity, age and address in the form of your passport or driving licence, and proof of your address in the form of a utility bill. TCMG CIC may also carry out an interview in order to validate such claims. Interviews may be by telephone or in person with You and may be recorded. TCMG CIC may also ask You to provide an in-studio recording to compare to your on-air win to provide proof of vocal identity. If You refuse to provide any of these details or participate in or answer all questions raised in such an interview without good reason then your place in the Competition will be treated as invalidated and the Prize may be withdrawn.

5.2 If TCMG CIC becomes aware of any fraud, deceit, misconduct or similar action during or in relation to a Competition which relates in any way to a claim, then that claim will not be met unless it is proven to the satisfaction of TCMG CIC, that you had no actual or imputed knowledge of such fraud or deceit or similar action. For the avoidance of doubt (and without limitation), if You provide an incorrect name, age, address or other incorrect information in relation to the entry, then TCMG CIC reserves the absolute right to treat that entry as invalid (whether or not such information comes to light before or after You have made the claim). If the fraud, deceit, misconduct or other action is only discovered after the Prize has been released, You undertake to return the same (or provide compensation) to TCMG CIC forthwith upon notification by TCMG CIC

5.3 Failure to claim a Prize in the time or manner specified for the relevant Competition will make any claim invalid.

5.4 Winners of Prizes will be notified within 28 days of the relevant end date of the Competition. Prizes must be claimed within 28 days of notification.

6. Prizes

6.1 All Prizes are non-transferable and may not be given, assigned or sold to another person. Prizes cannot be exchanged for cash or other alternatives.

6.2 TCMG CIC does not accept any liability for Prizes which are lost, delayed or damaged in the post or otherwise not validly received by you.

6.3 In the event of unforeseen circumstances or circumstances outside TCMG CIC reasonable control, TCMG CIC reserves the right to offer an alternative prize of equal value. No cash will be offered.

6.4 In the event of there being more claims than Prizes available, the name of the valid claimants will go into a draw for the Prizes.

6.5 A prize will not be awarded to a person who, for any reason, would not be allowed by law to purchase or use the prize or where the supply of the prize to that person would be unlawful.

6.6 TCMG CIC reserves the right to substitute any Prize.

7. Holiday Prizes

7.1 Prizes must be taken in accordance with the dates and destinations and number of passengers specified by TCMG CIC There will be no cash alternative. There will be no alternative destination.

7.2 Holidays are non-transferable. Holidays are subject to availability. You must hold a valid passport with at least 6 months' further duration and no visa restrictions on your ability to travel to the relevant destination (or Competition entry will be invalid).

7.3 Holidays are not available to persons under the age of 18 unless otherwise stated in the specific terms and conditions for a Competition. Children under 18 years of age must obtain written consent from a parent or guardian and cannot travel unless accompanied by an adult over the age of 18.

7.4 All holidays must be taken within 6 months of the date of the Competition (unless agreed with TCMG CIC or otherwise stated in the specific terms and conditions for the Competition) or will be deemed invalid.

7.5 You must comply with the terms and limitations of any travel insurance policy offered as part of the Prize, relating to the holiday. Where no insurance is offered, you are responsible for obtaining adequate travel insurance.

7.6 You must comply with the terms and conditions of the airline and other transportation and venues involved in the Competition or the Prize. There may be additional terms and conditions imposed by the Prize provider which must be complied with and TCMG CIC will not be responsible for your failure to comply with such terms and conditions. In particular, you shall comply with all health and safety guidelines and instructions and all applicable legal and regulatory requirements.

7.7 You are not entitled nor authorised in any way to commit TCMG CIC to any contract, expense or cost entered into or incurred without its advance written acceptance of the same.

7.8 Passport control and in-country authorities will reserve the right to refuse entry. If you are refused passage and or entry/exit to or from the country being visited, any additional costs incurred will be your sole responsibility.

7.9 Any flights, other transport, airport details, accommodation or other aspects of the Prize, dates and times quoted by TCMG CIC or its agents are for guidance only and are subject to change without notice with no liability arising. You must have sufficient financial resources to meet any financial commitment which you may incur in connection with the Prize beyond those included in the Prize itself (including, without limitation, transfers to and from a London airport, meals and drinks).

7.10 You must comply with and are responsible for attending to any inoculation and health regulations or visa requirements required for your destination.

8. Ticket give-aways

8.1 In the case of prizes in the form of free tickets, ticket holders shall be bound by and comply with the event promoter's terms and conditions together with those set out on the ticket and the rules and regulations of the venue. Use of the Prize constitutes acceptance of these rules.

8.2 Unless otherwise stated, prizes of tickets do not include travel, accommodation or any extras.

8.3 Tickets cannot be exchanged. It is advised that standing area tickets are not suitable for people under the age of 16.

8.4 The unauthorised sale or disposal of tickets is a criminal offence.

8.5 In the event of a meet & greet or sound check party invite along with tickets won, the venue and artist's management reserves the right to refuse entry to any winner if deemed necessary for security or any other reason. All decisions are final.

9. Online give-aways

9.1 Participating Radio Stations and Prizes will be disclosed in the competition specific terms.

9.2 Entrants must go online to the Radio Station website to answer any entry question provided and register their details in full.

9.3 All eligible entries will be entered into a random draw after entry has closed and winners will be notified within 28 days.

10. Voting

10.1 For Competitions involving online voting, entrants must register a valid email address to be entitled to vote. Only one vote for each valid email address will be accepted. TCMG CIC reserves the right to disqualify multiple votes.

11. Disqualification of Entries and Cancellation of the Competition

11.1 You acknowledge that the interests and good reputation of TCMG CIC and its radio stations are paramount and TCMG CIC may, at its reasonable discretion, withdraw a place or require you to cease to have any involvement in the Competition if it believes it is in the best interests of TCMG CIC (or its radio stations) to do so.

11.2 TCMG CIC reserves the right to immediately withdraw your place on the Competition or the Prize if it believes you to be in breach of any of your obligations, or representations and warranties, under the Terms or if you otherwise conduct yourself in a manner which is inappropriate or unsuitable (as determined in the reasonable discretion of TCMG CIC). You shall be responsible for any additional costs in this respect (including the costs of your early return back to the country, if necessary).

11.3 In the event of disqualification, TCMG CIC reserves the right to select another entrant to take part in the Competition.

11.4 TCMG CIC shall be entitled, in its reasonable discretion, to cancel (and/or recommence) a Competition with immediate effect by on air announcement (in the case of on-air competitions) or by stating the same on the relevant website (in the case of on-line competitions) without any liability in respect thereof. In this event (and assuming a valid claim has already been made), TCMG CIC will use reasonable endeavours to offer an alternative prize at some other time and/or if applicable some other destination, which may be accepted instead by you. If such alternative prize is not accepted (or not made) you shall have no claim against TCMG CIC in respect of the cancellation or delay of the Competition or Prize or for any expense or damage whatsoever incurred as a result thereof.

11.5 TCMG CIC reserves the right to forfeit your place on the Competition or the Prize (without liability or compensation) if, in its opinion, you may expose yourself or others to risk of illness or injury or to the cancellation, disruption, or curtailment of the Competition.

11.6 A Competition or specific promotional devices may be declared as void by TCMG CIC if such promotional devices contain a printing error, or involve a production or distribution error, of any kind. Promotional devices found to be mutilated, illegible, altered, reconstructed, forged or tampered with in any way will also be declared void by TCMG CIC.

11.7 TCMG CIC reserves the absolute right to disqualify any entrant to the Competition which it considers has used improper technical means to enter.

11.8 The Competition may also be declared void should a printing or production error in connection with the Competition appear on this Site or occur in an on-air message.

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11.9 TCMG CIC reserves the right in its reasonable discretion to (i) disqualify any claimant or entrant whose conduct is contrary to the spirit of these Terms or the intention of the Competition; (ii) declare as void any claims or entries resulting from printing, production or distribution errors (including any errors relating to the description of the Competition on this Site or on-air) or where there has been errors in the preparation for or the conduct of the Competition materially affecting the result of the Competition or the number of claims or the value of the claims.

12. Confidentiality

12.1 You undertake not at any time to disclose, reveal, communicate or otherwise make public any information relating to TCMG CIC, its business, personnel, servants, agents or officers to anyone.

12.2 You may not publicise your involvement in the Competition or the fact that you have won a Prize without the prior written permission of TCMG CIC

13. Publicity

13.1 Winners must as a condition of the Prize participate in all publicity required by TCMG CIC and/or third parties connected with the Competition.

13.2 You acknowledge and agree that TCMG CIC may publish winners' names on any and all media and make these available on request to third parties. Winners' names are available on request by sending an SAE to the address published on this Site and/or stated on air up to 1 month after the closing date for the relevant Competition

13.3 You shall not without the specific prior written consent of TCMG CIC publish or disclose any information in connection with the Competition or the Prize (in particular, without limitation, to a representative of the media, in whatever form). You shall not be entitled to give interviews or be involved in articles or reports in respect of the Competition or the Prize with any third party. All rights in relation to the Competition and your involvement therein shall vest exclusively with TCMG CIC.

13.4 You agree to undertake (as requested by TCMG CIC) all interviews, Competitions and other activities and to the reproduction, publication, exhibition, transmission and broadcast of such by all means and media throughout the world at the discretion of TCMG CIC in perpetuity.

13.5 Without limitation to any other rights under this Agreement, TCMG CIC shall be entitled to refer to your association with the Competition and the Prize in all publicity, marketing and Competition material in connection therewith.

14. Intellectual Property

14.1 Unless otherwise stated, Competition entries will not be returned to you.

14.2 In respect of copyright and other intellectual property rights in any Competition, your entry into the Competition, and your involvement in the Competition (including, without limitation, all interviews, pictures, audio, audio-visual, whether your appearance is featured or incidental) in all media and technology (the "Products"), you: (a) hereby grant to TCMG CIC a non-exclusive,

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royalty-free perpetual worldwide licence to use any such copyright and other intellectual property rights in any and all media to the extent TCMG CIC deems it appropriate; and (b) agree, at TCMG CIC request, to assign to TCMG CIC the entire such copyright and other intellectual property rights (including without limitation where such Products are not in existence at the date of this Agreement, by way of present assignment of future copyright) and you agree to do all such acts as may be reasonably requested of you by TCMG CIC to effect the assignment under this clause and you agree that the licence and, if applicable, any assignment shall include the right for TCMG CIC to alter, edit, compile, amend or otherwise adapt such Products and/or use such Products in conjunction with any other material and to use, distribute and/or broadcast such Products in all media and all formats (including transmission by way of analogue transmission, digital audio broadcasting, internet, satellite, television, film, cable or telephony) and the right to sub-license such rights to any other persons, in each case for such purposes as TCMG CIC may in its absolute discretion determine.

14.3 Any information submitted by you relating to a Competition must be personal and related specifically to you. You warrant that any information which you submit to TCMG CIC will not infringe the intellectual property, privacy or any other rights of any third party, and will not contain anything which is libellous, defamatory, obscene, indecent, harassing or threatening. TCMG CIC reserves the right, but not the obligation, to screen, filter and/or monitor information provided by you and to edit, refuse to distribute or remove such information.

14.4 By entering any Competition and submitting any material or Products you warrant to TCMG CIC that:

- (a) you own or are licensed in respect of the Products submitted as part of the Competition conditions and that you have the right, power and authority to grant the rights set out in these Terms;
- (b) TCMG CIC is free and able to use the Products in accordance with and in the manner set out in any relevant terms;
- (c) you agree to waive any moral rights you may have in the Products and have obtained a waiver or all applicable moral rights in the Product and further have obtained all consents and permissions in respect of the Product;
- (d) the Products do not violate any applicable law or regulation (including any laws regarding anti-discrimination or false advertising);
- (e) the Products are not defamatory, trade libellous, unlawfully threatening or unlawfully harassing;
- (f) the Products are not obscene or pornographic; and
- (g) the Products do not, to the best of your knowledge, contain any viruses or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.

14.5 The entrant to a Competition is the individual submitting the media (i.e. the person who owns the mobile telephone or who can be reached at the relevant email address). If the person(s) whose image is captured in any images, videos or other media is different to the person submitting the media, the person featured in the image shall have no claim to the Prize or any part thereof.

14.6 You must ensure that any person or persons whose image has been used in the relevant Products has given valid consent for the use of their image or has waived any rights they may have in the images, videos or other media submitted. Failure to adequately demonstrate this consent to the satisfaction of TCMG CIC may result in your disqualification from the Competition and forfeiture of any Prize.

14.7 For the avoidance of doubt, all rights in the name and title of the Competition and the format rights for the Competition will vest exclusively in TCMG CIC for its own use (in its absolute discretion).

15. Exclusion of liability

15.1 TCMG CIC is not liable in any way for any costs, expenses, damages, liability or injury suffered by you arising out of or in any way connected with the Competition or Prizes other than those costs and expenses specifically provided for in the Prize (if any). This exclusion does not include any liability for (i) negligence by TCMG CIC; (ii) death or personal injury arising out of TCMG CIC negligence or the negligence of its employees; (iii) fraud or fraudulent misrepresentation; or (iv) any liability that cannot be excluded or limited by law.

15.2 TCMG CIC accepts no liability (and excludes all liability) for any loss of profit, business, contracts, revenues or anticipated savings or for special, direct, indirect or consequential loss of any nature however arising.

15.3 TCMG CIC shall not be liable to perform any of its obligations under the Competition or in respect of the Prizes where it is unable to do so as a result of circumstances beyond its reasonable control and whilst TCMG CIC may endeavour to provide an alternative Prize, it shall not be liable to compensate you in such circumstances.

16. General

16.1 You will comply with the instructions and directions of TCMG CIC representatives. Failure to do so may lead to immediate disqualification or withdrawal of the Prize, at TCMG CIC direction.

16.2 You agree you will not by any act or omission do anything, which might bring TCMG CIC or its radio stations into disrepute. You represent and warrant that you do not have any criminal convictions or criminal record and have not undertaken any past act or conduct which could adversely affect the reputation of the Competition or TCMG CIC. You also warrant that you do not currently, and have not in the past, worked for any other radio station or media organisation in the United Kingdom.

16.3 Source material utilised by TCMG CIC question compilers shall be taken as correct.

16.4 Late entries (i.e. entries received after the relevant advertised closing date for the Competition) will not be accepted.

16.5 TCMG CIC does not accept responsibility for entries lost, damaged or delayed in transit to the Competition address nor for any problems related to telephone networks/lines, computer systems or equipment, internet issues including traffic congestion. Proof of posting will not be accepted as proof of receipt nor will proof that an email has been sent be deemed proof of receipt.

16.6 No entries will be accepted from agents, in bulk or from third parties.

16.7 The decision of TCMG CIC judges is final and conclusive in all circumstances and no correspondence will be entered into.

16.8 Incomplete or indecipherable entries will be void. Unless otherwise stated, photocopies (e.g. of entries or tokens) will not be accepted.

16.9 TCMG CIC reserves the right, in its reasonable discretion, to add to, amend, or waive any Terms on reasonable notice, including but not limited to extending or reducing the duration of a Competition, and giving clues.

16.10 TCMG CIC cannot accept any responsibility for any damage, loss, injury or disappointment suffered by you in entering the Competition or as a result of accepting any Prize.

16.11 Any personal data submitted by you will be used solely in accordance with current UK data protection legislation and the TCMG CIC privacy policy.

16.12 You undertake the Competition and the taking of any Prize at your own risk.

16.13 You agree to indemnify TCMG CIC and its radio stations and employees against all costs, losses, damages, expenses and liabilities (including for loss of reputation and goodwill and professional advisors fees) suffered by TCMG CIC arising as a result of a breach by you of your obligations under the Terms or in any way in connection your failure to follow TCMG CIC reasonable instructions with regard to your entry into the Competition or taking of the Prize.

16.14 There is no fee payable to you in respect of your involvement in the Competition.

16.15 In the case of on-line Competitions you acknowledge that the internet is not a secure medium and information submitted to competitions hosted on websites owned or controlled by TCMG CIC may be accessed by third parties. TCMG CIC accepts no liability for loss resulting from your entry to an online Competition.

16.16 These Terms shall be governed and construed in accordance with the laws of England and Wales and you and we submit to the exclusive jurisdiction of the Courts of England.

16.17 No variation of these Terms is effective unless approved by an authorised representative of TCMG CIC in writing.

16.18 The Terms represent the entire agreement between you and us relating to the Competition or the Prize (unless otherwise expressly confirmed in writing by TCMG CIC) and supersede all prior representations, agreements, negotiations or understandings (whether oral or in writing). Except as specifically set out herein, all conditions, warranties and representations expressed or implied by law are excluded. The invalidity, illegality, or unenforceability of the whole or any part of these Terms or any specific terms for a Competition published on this website or in any media featuring the Competition does not affect or impair the continuation in force of the remainder of the Terms.

16.19 The failure to exercise or delay in exercising a right or remedy provided hereunder or by law does not constitute a waiver of the right or remedy or waiver of other rights or remedies.

16.20 These Terms are not intended to nor shall create any rights, entitlements, claims or benefits enforceable by any person that is not a party to them. Accordingly no person shall derive any benefit

or have any right, entitlement or claim in relation to this Agreement by virtue of the Contracts (Rights of Third Parties) Act 1999.

16.21 If any provision of the Terms are held by any competent authority to be invalid or unenforceable in whole or in part that part shall be severed from other terms and conditions and the validity of the other provisions of the Terms and the remainder of the provision in question shall not be affected.

End.