

# Terms and Conditions

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## Definitions

COMPETITION:	The Competition operated by the Organiser to which these Terms and Conditions Apply.
COMPETITION WEBPAGE :	The page of the Organiser's website at <a href="http://www.iconic-competitions.com">www.iconic-competitions.com</a> that gives details of the competition.
ENTRY:	The entry made and any fee paid through the website by the entrant
ENTRANT:	Any natural person of the age of 18 years or more or any legal person, including a limited company, partnership or limited liability partnership, who enters the Competition by submitting an entry.
ENTRY FEE :	The fee specified on the competition webpage.
MINIMUM NUMBER OF ENTRIES :	The minimum number of paid entries that are required in order for the prize to be awarded, as specified on the competition website.
ORGANISER :	Parallel Management Ltd T/A Iconic Competitions, The Church, Exeter Road, Bournemouth, BH2 5AQ
PRIVACY POLICY :	The policy in force by the Organiser to protect the privacy of entrants. Copies of the policy may be obtained by contacting the organiser.
THE PRIZE :	The prize indicated on the competition website
THE ALTERNATE PRIZE	A cash sum which will be calculated as 75% of the value of all valid paid entries, less the organisers expenses and costs, the minimum value of which will be displayed on the competition website.
QUESTION/S:	The Question/s which the Entrants must answer correctly to obtain an opportunity to win the Prize/s.
WINNER:	The Entrant or entrants who will receive a Prize in accordance with these Terms and Conditions.
OPENING DATE:	Any date specified on the competition webpage
CLOSING DATE:	The date specified on the competition page, at 23:59 GMT on that day.

## 1. General

- 1.1 The purpose of the competition is to win a prize by entering the competition through the competition website or using the free entry route described in 4.2 below. These terms and conditions apply to all competitions organised through the website [www.iconic-competitions.com](http://www.iconic-competitions.com)
- 1.2 By submitting an entry and paying any entry fee, Entrants accept that they have read and agreed to these Terms and Conditions.

- 1.3 The Organiser reserves the right not to include any entry in the competition if there are reasonable grounds to believe the Entrant has acted in breach of any of these Terms and Conditions.
- 1.4 The Competition is open for entry to individuals who are at least 18 years of age, companies, syndicates and other legal entities, excluding the Organiser, the Organiser's immediate family, agents, employees and professional advisers.
- 1.5 All entrants must be resident within the United Kingdom and must only enter the competition whilst located there. Entrants must not use any electronic means to mask the country in which they are located when they enter, or portray that they are in another country.
- 1.6 Every entrant must create a personal account on [www.iconic-competitions.com](http://www.iconic-competitions.com) before they are able to enter. Creating an account is free. Account details must not be shared with any other person.
- 1.7 By entering the Competition, Entrants warrant that all information that they submit is accurate, true, current and complete.
- 1.8 Where any entry is discounted or disregarded by any term or condition of the competition, any entry fee will not be refunded, save at the Organiser's absolute discretion or in accordance with the law.
- 1.9 By entering into the Competition, all Entrants acknowledge that their payment of any entry fee and/or sending a postal entry does not in any way guarantee that they will win a prize.
- 1.10 The Organiser will send a confirmation of entry and receipt of any payment to every entrant within 48 hours of receipt of a valid entry. Such confirmation and receipt may be either in printed or electronic form.
- 1.11 Any payment for entry will only be accepted in Pounds Sterling.
- 1.12 All entries to the competition and correspondence with the Organiser must be in the English language.
- 1.13 Only complete Entries will be entered into the Competition. For the purpose of this term, "complete" means that the entrant has registered an account on the competition website, given full and accurate contact information, submitted an entry through the website and paid any entry fee, or submitted an entry as detailed in 4.2 below.
- 1.14 Entrants recognise and accept that although the Competition website may carry references to a draw or raffle, the Competition is a Prize Competition for the purposes of the Gambling Act 2005. The competition does not require a licence from the UK Gambling Commission and is regarded as a free prize competition.
- 1.15 Entrants agree that the normal requirements under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 for any goods and services ordered online will not apply to this Prize Competition. By entering the Competition, Entrants give express consent that the right to cancel is lost.
- 1.16 These terms and conditions are the intellectual property of LSL solicitors. No part may be copied, reproduced or redistributed without the written consent of LSL or the Organiser except as provided for by law or in the course of legal proceedings related to the Competition.

## **2. Contact Details**

- 2.1 All entrants must provide the Organiser with contact details, including full postal address and telephone number by registering an account through the Competition Website. Entrants must ensure that where a change of contact details

occurs between the time of entering the competition and the winner being announced, this change is notified to the Organiser as soon as is reasonably practicable.

- 2.2 The Organiser reserves the right to exclude any entry from the competition where any contact information is inaccurate or invalid.
- 2.3 The Organiser is in no way liable for any failure or inability to make contact with any Entrant due to any errors, omissions, inaccuracies or changes in the contact details provided by the Entrants.
- 2.4 The Entrants and the Organiser agree that the Organiser may use contact details and other data, including personal data as defined by the Data Protection Act 2018 or the EU General Data Protection Regulation, supplied by the Entrants to the Organiser in order to conduct the Competition according to these Terms and Conditions.
- 2.5 Entrants authorise the Organiser to record their personal details on its database and to use the information in accordance with the provisions of the Data Protection Act 1998 and subject to the terms of our Privacy Policy.
- 2.6 Entrants information may be kept on computer servers within the European Union. (If at any point information is stored on computer servers outside of the EU the Organiser will select only countries which are either approved for this purpose (under Article 45 of the General Data Protection Regulation or 'GDPR') or are located where the organiser is content that the safeguards in place in that country to protect an Entrant's information are appropriate (under Article 45 of the GDPR).
- 2.7 The Organiser will do not use an Entrant's personal information to make 'automated decisions' which affect an Entrant, other than as necessary for determining a Winner.
- 2.8 If you have a complaint about how your personal information is being used which we have not been able to address please note that you may be able to make a complaint to the Information Commissioner's Office (ICO) directly. If you have concerns over the way that we handle data, please contact us at [info@iconic-competitions.com](mailto:info@iconic-competitions.com)
- 2.9 All Winners agree to allow the Organiser to display his or her name, photograph and town of residence on the Competition Website and/or associated social media accounts and in any subsequent publicity for a period of no more than 5 years from the close of the competition.
- 2.10 The Entrants and the Organiser agree that the Organiser may (either by choice or at the request of a third party) also disclose this information to relevant third parties for the purposes of the prevention of fraud, money laundering, legal or other financial or regulatory reasons.
- 2.11 The Organiser will not be liable in any way if an Entrant enters the Competition unlawfully.
- 2.12 If any entry is made by a person excluded by virtue of the provisions of these terms and conditions, their entry will be disregarded and no refund of any entry fee will be due.

### **3. The Prize**

- 3.1 The purpose of entering the Competition is to win the Prize or Alternate Prize as indicated on the Competition Webpage.
- 3.2 Entrants recognise and accept that in order to win the Prize, the minimum number of entries must be achieved.
- 3.3 During the competition, a progress indicator will be displayed on the website to indicate the number of entries that that have been made and the minimum value of the Alternate Prize.

- 3.4 The Organiser does not in any way guarantee the final value or condition of the Prize or Alternate Prize.

## **4. The Competition – How to Enter**

- 4.1 To become an Entrant into the competition with a chance of winning a prize, entrants must register an account, place an entry and pay any entry fee or enter using the method in 4.2 below.
- 4.2 Entrants may enter the Competition for free by sending a postcard by First Class Post to Iconic Competitions, The Church, Exeter Road, Bournemouth, BH2 5AQ. The postcard must bear the Entrant's name, address, telephone number, email address and the name of the competition being entered. The postcard must not be enclosed in an envelope or other packaging and the Entrant must retain a proof of posting. Only one entry will be accepted per postcard. Any postcard received which does not comply with the foregoing requirements will be disregarded.
- 4.3 Postal entries must be received within 3 working days from the date of completion of the competition.
- 4.4 Postal entries are not included in the Minimum Number of entries but will have an identical chance of winning any prize and will be treated in the same way as any other entry.
- 4.5 All communications, including electronic and paper entries, concerning the competition will become the property of the Organiser once the entry has been confirmed and will not be returned.
- 4.6 All Entry Fees will be maintained in a Competition bank account held by the Organiser until the Winner of the Competition has been determined. The funds in this account will not be used for any purpose that is not associated with the operation of the competition.
- 4.7 An Entrant may only enter the competition a maximum of 10 times.

## **5. Close of competition**

- 5.1 If, at the closing date, the number of Entries to the Competition is less than the Minimum Number of Entries, the Competition will close and the Alternate Prize will be awarded using the same process as if the Prize had been won.
- 5.2 If the number of entries is equal to or greater than the Minimum number of entries, the Prize will be awarded.

## **6. The Competition – Awarding the Prize**

- 6.1 The process to determine the Winners will begin four days after the closing date and a final decision will be made within 28 days of that date.
- 6.2 The entries into the competition will be audited by the Organiser's solicitors prior to any draw that is required to take place.
- 6.3 The Organiser's decision is final and no correspondence will be entered into about the result of the Competition following the determination of the Winner.

- 6.4 At the conclusion of the competition, the Organiser will arrange for a draw to be conducted from all of the valid entries, using a random number generator that has been verified as appropriate for use.
- 6.5 The Organiser will announce the identity of the Winner/s during a live stream of the draw and will further advise the Winner of their status within 5 working days of the announcement. A Winner must communicate acceptance of the prize within 14 days of being sent this confirmation by the Organiser. If no confirmation of acceptance is received within 21 days of the close of the competition, the Organiser shall be entitled to award the Prize to another entrant (The Alternate Winner). The Alternate Winner will be selected by drawing another entry at random in the same method as described above. The Alternate Winner shall have 5 days from notification by the Organiser to communicate their acceptance of the Prize. This paragraph shall also apply in the case that the Alternate Winner cannot be contacted.
- 6.6 The Winner agrees to forward a copy of their passport or driving licence and validation of the method of payment to the Organiser upon request to prove their identity and if the entry has been made by post, to provide a copy of the proof of posting.
- 6.7 The Winner agrees to allow photographs to be taken of them and the prize, with such to be used at the discretion of the Organiser for publicity purposes connected with future competitions for a period of 12 calendar months from the date of the close of the competition.
- 6.8 In the event that the Winner does not collect or take delivery of the prize within a period of 28 days from the date of being informed of the winning status, the Organiser may award the prize to another entrant using the process described at 6.5.
- 6.9 The Organiser reserves the right to cancel the Competition at any time either before or after entries have been sold. If the Competition is cancelled, the Organiser will return the Entry Fees to each Entrant (either by bank card refund or by cheque and in one combined payment where several entries have been made by an Entrant).
- 6.10 Notwithstanding anything contained within these terms and conditions, the Organiser reserves the right to refuse to accept or consider an entry where the Organiser considers it prudent to do so in the interests of preventing crime, protecting vulnerable persons or promoting social responsibility. Any refund of entry fees will be solely at the Organiser's discretion where an entry is refused under this paragraph.
- 6.11 Where an Entry Fee is returned for whatever reason, the Organiser shall have no further liability to the Entrant or to any other person.

## **7. Limitations**

- 7.1 The Organiser makes no representation or warranty as to the Valuation or the Prize, the physical or cosmetic condition or its ability to be re-sold. Entrants should make and rely on their own enquiries and legal advice about the Prize before entering the Competition.
- 7.2 Save for death or personal injury the Organiser, its servants or agents will not be liable for any loss (including economic loss) suffered to or sustained by any person or property as a result of any act or omission of the Organiser, its agents or servants.

- 7.3 The Organiser accepts no liability for errors or omissions contained within the Prize details, description or specification or any other part of the Website. It is the responsibility of each Entrant (and in particular the Winner) to satisfy him/herself as to the accuracy of any such details and/or any content of this website.
- 7.4 The Organiser will not be liable for any loss suffered by an Entrant as a result of incomplete entries, delayed or failed communications or for any loss suffered as a result of use of the Website or social media platforms.
- 7.5 The Organiser does not accept responsibility for entries which they do not receive due to failures in computer systems, other malfunctions, high Internet traffic, hardware failure, software failure, server faults or any other reason. It is the responsibility of Entrants to contact the Organiser if they do not receive the combined confirmation E-Mail and receipt as described above within 5 days of the submission of any Entry
- 7.6 An entry shall be declared void (without any refund being given) if the entrant engages in: (a) any form of fraud, whether actual or apparent; (b) fraudulent misrepresentation; (c) fraudulent concealment; (d) hacking or interference with the proper functioning of the website, any software utilised by the Organiser or any data that is held in association with the competition; or (e) amending, or unauthorised use of, any of the code that constitutes the Website.

The Organiser reserves the right to amend these terms and conditions at any time and for any reason. Where any term or condition is modified, the Organiser will notify all entrants of the nature of the change by publishing them on the Competition website and by notification to any email or social media address that is registered on the Entrant's account. Any changes will not have effect until a period of 7 days has passed from the date of publication. Where any entrant reasonably refuses to accept any new term or condition, that person may withdraw from the competition by notifying the Organiser in writing no later than 7 days after publication of the notification of change. In such instances, the Organiser shall refund any entry fee that has been paid by the withdrawing Entrant.

## **8. Application of law**

- 8.1 The Entrants and the Organiser agree that the Competition, its administration and all associated activities are governed by English Law and the Organiser and Entrants recognise that the County or High Courts of England shall have exclusive jurisdiction in the event of any dispute arising out of the Competition or its administration.
- 8.2 Service of documents may be effected by delivering them through first class post to the Organiser at :

Iconic Competitions, The Church, Exeter Road, Bournemouth, BH2 5AQ

or to the Organisers solicitors:

LSL Solicitors, The Old Counting House, 82e High Street,  
Wallingford, Oxfordshire, OX10 0BS. [www.lsl-law.co.uk](http://www.lsl-law.co.uk)

- 8.3 No arrangements for visitors exist at either address, except at the express discretion of the organiser.