

Competition Terms & Conditions

Updated: 15/11/2021 - Visit peakderbyshire.co.uk/legal/competition-tc for the latest copy.

1. General

1.1 These terms and conditions together with any specific rules ("**Rules**") set out in Competition Notices (as defined below) are the Competition Term ("**Terms**"), together to be defined as the "**Competition**", unless otherwise expressly stated. By entering a Competition, entrants agree to be bound by these Terms.

1.2 The Competition(s) is organised and operated by Peak Radio Limited, its sponsor(s) or any company, radio station or website owned or controlled (directly or indirectly) ("**us**", "**we**", "**our**" "**Peak Radio**" "**Random Media**" "**Promoter**").

1.3 Terms specific to each Competition are displayed in a notice included on the radio station's website page posting for such Competition (the "**Competition Notice**") and are incorporated herein.

1.4 Online promotions will include a tick-box for you to agree to comply with our competition terms and conditions. For broadcast promotions, your participation in the competition by phone call, text message, email or social media interaction will be taken as an indication that you agree to comply with the terms and conditions. Where promotions are broadcast we will aim to remind listeners of the need to read these terms and conditions online.

1.5 In the event of a discrepancy between these terms and conditions and the Competition Notice, the Competition Notice shall prevail.

2. Qualifying Entrants

2.1 Entrants must be aged 16 or over unless otherwise stated.

2.2 Unless otherwise stated in the Competition Notice, our competitions are open to residents of the county of Derbyshire.

Proof of address may be required from prize winners to verify that their home address is within the areas set out above.

2.3 Peak Radio employees/volunteers (and immediate family & friends) are not eligible to enter the competition.

2.4 Employees/Volunteers (and immediate family members) of any company involved in the competition or, if relevant, any advertiser connected with the competition are not eligible to enter the competition.

2.5 No person/s at the same address may win more than one "prize" operated by Promoter Competitions in any 12 month period.

2.6 Additional eligibility requirements may apply to a specific competition, e.g. a valid passport, visas and/or driver's licence. Provision of such documents will be required if the Competition prize includes travel outside the United Kingdom and/or car hire.

2.7 By entering the competition, you hereby warrant that all information submitted by you is true, current and complete.

2.8 We assume that by using our site and entering the competition (and you warrant that) either you have legal capacity to enter the competition and agree to the Terms (i.e. that you are of sufficient age and mental capacity and are entitled to be legally bound in contract) or your parents have consented to your entry of the competition and use of these Terms.

2.9 We reserve the right to disqualify any entrant if we have reasonable grounds to believe the entrant has significantly breached any of these terms and conditions. Furthermore, entrants who are rude, abusive or deemed otherwise unsuitable by Promoter will be excluded from the relevant Competition.

2.10 In the event that any entrant is disqualified from the competition, in our sole discretion we may decide whether a replacement contestant should be selected. In this event, any further entrant will be selected on the same criteria as the original entrant and will be subject to these Terms.

2.11 By signing the Agreement, you confirm and warrant that, to the best of your knowledge, you have no medical condition that could be adversely affected by any of the events or activities planned or reasonably expected to be involved in the Competition.

2.12 You must take all reasonable steps to ensure your own health and safety. Any behaviour or act or conduct by you (including without limitation any abusive behaviour, physical or psychological) which Promoter considers posing any medical, security or safety risk may lead to your immediate disqualification.

2.13 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 the Promoter and any health and safety team, who will have full authority to restrict your levels of consumption

2.14 The Promoter shall not be responsible for any damage, loss, injury or disappointment suffered by any entrant entering, or being unable to enter, any Competition or as a result of accepting any Competition prize. Neither shall it be held responsible for any problems or technical malfunction of any telephone network or lines, computer on-line system, servers or providers, computer equipment, software failure of any e-mail or entry to be received on account of technical problems or traffic congestion on the Internet, telephone lines or at any website, or any combination thereof, including any injury or damage to any entrant's or any other person's computer or mobile telephone related to or resulting from participation in or downloading any materials in a Competition. Nothing shall exclude the Promoter's liability for death or personal injury as a result of its negligence.

3. Competition entries

3.1 Entry is restricted to one entry per person, per competition; unless otherwise stated duplicate entries will be removed.

3.2 Incomplete or indecipherable entries will be void.

3.3 Where a Competition has a closing date and/or time, all entries must be received before such date and/or time. Late entries will not be taken into consideration in the selection of a winner.

3.4 There is no purchase requirement to enter a Competition.

3.5 Where entries are made via a coupon or form it is not acceptable to submit photocopies. Photocopies will be void.

3.6 Source material used by Promoter question compilers shall be taken as correct.

3.7 Where the option to enter via SMS exists and there is a tariff attached and the answer does not rely on skill, you are entitled to enter for free via our website (link will be on the competition page.)

3.8 Competition entries submitted by SMS may require a name and postcode. Incomplete entries may not be eligible and may be disqualified.

3.9 Proof of making a phone call, sending a post or email is not proof of our receipt of your entry. No responsibility can be accepted for entries that are lost, delayed or damaged or otherwise affected by matters outside our control.

3.10 Entrants should note that unless stated otherwise by the Promoter, we do not accept responsibility for the return of any Competition entries, including those consisting of artistic or other material, and may dispose of entries at our discretion.

3.11 Entrants must seek the permission of the bill payer before calling or texting.

3.12 During 'Register To Play' and 'text to win' contests, which will be clearly labelled on air, listeners must call/text during the stated registration period. A randomly selected caller will be phoned back to participate in the contest. If the caller does not answer their phone within 60 seconds or the call goes to their voicemail, the Promoter may disregard their entry and select a new caller.

3.13 For competitions which involve a winner being selected via a public vote, only one vote per person is permitted, unless otherwise stated. Entrants must use their legal name and must register a valid email address to be entitled to vote. Entrant IP addresses may be logged for monitoring purposes. The Promoter reserves the right to disqualify any vote if it has reasonable grounds to believe that it has not been cast in accordance with these Rules or any Specific Rules.

3.14 Callers are not necessarily entitled to participate in on-air Competitions and will not necessarily appear on-air in the order in which they are called. The Promoter shall not be liable to reimburse callers for telephone charges when either on hold or on-air. Where the situation arises, only the person who is selected to come to air (if applicable) is eligible to win if they give the correct answer.

3.15 Collusion with other Competition entrants is strictly prohibited and may result in immediate disqualification.

4. Prizes

4.1 Prize winners will be chosen at random unless specified otherwise in the Competition Notice, from all qualifying entries within 30 days of the closing date specified in the Competition Notice. Tiebreakers, disputes, conflicts, questions or concerns will be managed by a member of our staff and, if required by law, by an independent adjudicator. In all matters, the decision(s) shall be final and no correspondence or discussion shall be entered into.

4.2 Prize winners will be notified in the manner on the Competition Notice and within 60 days of the closing date specified in the Competition Notice. Return of any prize notification as undeliverable or failure to reply as specified in the notification within the time

stated therein may result in disqualification and selection of an alternate winner. If more than one prize is awarded only one prize per entrant will be awarded.

4.3 Claims for prizes must be made in the manner and within the time specified by the Publisher when winners are notified. Failure to claim a prize within this time or in the manner specified may result in disqualification and selection of an alternate winner.

4.4 No Competition prize may be transferred or assigned to any other person and no cash alternative or alternative prize is available. In the event of the advertised Competition prize being unavailable for whatever reason, the Promoter reserves the right to offer an alternative prize of equal or greater value.

4.5 We reserve the right, in our absolute discretion, to request a proof of identity in the form of your passport, driving licence and a utility bill bearing your address.

4.6 Prizes are awarded at our discretion and prizes may be withheld in the event of improper actions by or on behalf of any entrant.

4.7 Where a prize may not be appropriate for a younger contestant, the minimum age for entry will be stated in the Competition Notice and must be observed. We reserve the right to request written proof of age of any winner.

4.8 All prizes will be presented to winners via the UK mail service, unless otherwise noted. The Promoter does not accept any liability or claims for prizes which are lost, delayed or damaged in the post or otherwise not validly received by you.

4.9 We will not be responsible for replacing a prize if a concert or ticketed event has been awarded as a prize and the concert or event is cancelled or postponed.

4.10 Competition winners may be required to take part in or co-operate with publicity or any other form of promotional activity. The Promoter reserves the right to use the names and addresses of winners, their photograph and any recordings of them (be it audio or visual) in any publicity or promotion. All Competition entrants agree to their name and home town being published on-air and elsewhere. Entrants agree to their participation being broadcast, recorded, repeated and otherwise used for any reason by the Promoter without being entitled to any payment for such use. The Competition winner may be required by the Promoter to participate in a photo, video and/or film session and the winner hereby acknowledges that the Promoter has the right to use such photos, videos or films in any medium and in any reasonable manner for any purpose as it may see fit.

4.11 The Promoter will keep a winning entrant's personal details for a reasonable time so that it can send the entrant the winning prize, to verify that these Rules (and any Specific Rules, if applicable) have been complied with, and for accounting purposes. The Promoter may pass a winning entrant's details on to its sponsors, service providers or agents for the purposes of sending out winning prizes on its behalf.

4.12 Entrants agree to keep confidential any information of whatsoever nature regarding Peak Radio and their respective businesses, personnel, agents, sponsors and event promoters received by entrants as a result of winning or participating in any Competition.

5. Holiday Prizes

5.1 Holidays are non-transferable. Holidays are subject to availability. You must hold a valid UK passport with at least 6 months' further duration (or competition entry will be invalid).

5.2 Holidays are not available to persons under the age of 18 without the express prior written permission of the Promoter.

5.3 All holidays must be taken within the timelines supplied or will be deemed invalid.

5.4 You must comply with the terms and conditions of the airline and other transportation and venues involved in the Competition or the Prize. In particular, you shall comply with all health and safety guidelines and instructions and all applicable legal and regulatory requirements.

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

5.6 No variation of these Terms is effective unless approved by an authorised representative of the Promoter in writing.

5.7 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.

5.8 Any flights, other transport, airport details, accommodation or other aspects of the Prize, dates and times quoted by the Promoter 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 they may incur in connection with the Prize beyond those included in the prize itself.

5.9 The winner agrees to accept all blackout dates, space availability, requirements etc established by our prize partner(s).

5.10 You must comply with and are responsible for attending to any inoculation and health regulations required for your destination.