

## FLY53 HOUSE PARTY TERMS AND CONDITIONS

### How it works

- From 21<sup>st</sup> September 2009 until midnight on 15<sup>th</sup> November 2009 (the "**Closure Date**") you are invited to enter into a free prize draw. There are three Main Prizes (defined below) and ten Runner-Up Prizes (defined below) (together referred to as the "**Prizes**") to be won. No purchase is necessary!

### How to enter

- From 21<sup>st</sup> September 2009 (the "**Start Date**"), entrants will be able to go to [*insert link*], and input their contact details where indicated, for a chance to win the Prizes.
- By submitting their entry, entrants will be deemed to have agreed to be bound by these terms and conditions. Entries through agents or third parties will be invalid.

### The prize

- There are a number of main prizes and ten runner up prizes. Each main prize consists of a FLY53 hosted party to be held at the Winner's local Student Union Hall or a local venue of FLY53's choice. The party will include the provision of a DJ, music, a personal bar tab plus "surprise" entertainment (the "**Main Prizes**"). The ten runners-up will each receive a FLY53 Street Uniform worth a retail value of £200 each (the "**Runner-Up Prizes**"). The Promoter may in its sole discretion substitute cash value for any of the prizes or offer an alternative prize which the Promoter deems to be of equal or greater value. Notwithstanding the foregoing, Winners shall not be entitled to cash or other alternative prizes.
- Upon advising the Winners that they have been successful, the Promoter will advise the Winners of the party venue, the level of bar tab available to each winner and the number of permitted guests. The Promoter reserves the right to set and vary the detail and financial commitment involved in providing each party (as the Promoter shall in its sole discretion deem fit).
- The winners will be asked to provide the Promoter with an approved "guest list" for the party having regard to the limitation on the number of guests.
- Proof of identity and age may be required in respect of Winners and/or guests. Use of a false name, address or identification documentation may result in automatic disqualification from the competition and/or refusal of entry to (or removal from) the party.
- The Promoter reserves the right, in its sole discretion to refuse entry to the party or removal from the party of a Winner and/or any of his or her guests. Entrants hereby acknowledge and accept that the party shall be held subject to venue regulations and security restrictions with which the Winners and guests must fully comply. Failure to do so may result in the Winner and/or guests being refused entry to or being removed from the party.
- The Winners are responsible for all expenses and arrangements not specifically included in the Prizes, including but not limited to travel and accommodation expenses.
- Prizes are not transferable to another individual.

### To win

- In respect of the Main Prizes, entries will be divided into the ISBA geographical TV regions (for the purposes of which the entrant's university term time residential address shall be relevant). One entrant from each geographical region, whose entry has been received prior to the Closure Date, shall be selected entirely at random by the Promoter on 27<sup>th</sup> November 2009. In respect of the Runner-Up Prizes, entrants from the entire entry pool, whose entry has been received prior to the Closure Date, shall be selected entirely at random by the Promoter on 27<sup>th</sup> November 2009 (together referred to as "**Winners**").
- The Promoter's decision as to the identity of Winners shall be final and not open to challenge.
- The Promoter reserves the right to select alternative Winners as it may in its sole discretion deem fit. By way of non-exhaustive illustration, if the Winner is unable to prove his/her eligibility to enter the competition to the reasonable satisfaction of the Promoter or if the Promoter is unable to contact the Winner(s) within 24 hours of the prize draw.
- The prize draw will be witnessed by at least one independent person.

### Eligibility

- The competition is open to all UK residents aged 18 years or over and studying full-time at a place of higher education in the UK, as at the Start Date. Note, employees of the Promoter, any of its wholly owned subsidiaries or any marketing services agency, handling house or other company involved directly with the administration of the competition, or any member of their households shall be exempt from entry to the competition.

### Validity

- There is a limit of one entry per person. To be valid, each entry must be received by the Promoter. Responsibility cannot be accepted for entries which are incorrect, lost, misdelivered, misaddressed or delayed in transit to the relevant email address. Proof of sending will not be accepted as proof of receipt. Correspondence will be entered into only at the absolute discretion of the Promoter. If, due to any technical error or cause beyond the Promoter's reasonable control, entries are not received as envisaged by these terms and conditions, the Promoter may elect, in its sole discretion, to accept such entries as valid entries. In such event the Promoter will publish details of its requirements [on this website].

### Winner announcements

- The Winners will be announced **on www.fly53.com** the week commencing 7th December 2009] and the Winners will be notified personally **via email** as soon as reasonably practicable either before or after that date.

### Winner publicity

- Entrants accept that, if they win, the Promoter will have the right, without additional payment or permission, to use the name, age, town of residence and likeness for the purposes of announcing the Winners of the competition and for related promotion purposes. The Winners will cooperate with any other reasonable requests made by the Promoter relating to post-winning publicity.

#### Winning entry details

- The name of the Winners will be posted onto the website no later than 7<sup>th</sup> December 2009. Details can also be sent to anyone who writes within one month after the Closing Date, enclosing a stamped addressed envelope, to the Promoter, requesting details of the winning entries.

#### Data and Privacy

- Please refer to our Privacy Policy for full details relating to treatment of your data. A copy of our Privacy Policy can be found at ***fly53.com/terms-conditions***.

#### Competition Withdrawal

- The Promoter reserves the right to withdraw or modify the competition (in whole or in part) in the event that it deems it appropriate to do so in the circumstances.
- This agreement is binding upon the Promoter in honour only.

#### The Promoter

- The Promoter is FLY53 whose registered office is at **Unit 11, Lowesmoor Wharf, Worcester, WR1 2RS, England.** (please do not send entries to this address). Entry to the FLY53 House Party Competition may only be made via the website link provided above.