

## GENERAL PRIZE PROMOTION TERMS & CONDITIONS

### 1. Introduction

- 1.1 These are the general terms and conditions ("**General Terms and Conditions**") which apply to any competition, prize draw or prize promotion which we may run, whether on our website(s), social media platform(s), on-air or otherwise (each is referred to as a "**Promotion**").
- 1.2 These General Terms and Conditions may be amended from time to time and you should check this page for changes.
- 1.3 Each Promotion will have its own specific rules ("**Specific Rules**") and by entering a Promotion you agree to be bound by these General Terms and Conditions along with the applicable Specific Rules (together, the "**Promotion Terms and Conditions**"). Specific Rules might include entry instructions and any other details, rules or conditions relating to a particular Promotion, and might be published on our or our Promotion Partners' website, social media platforms, or may be found in any other media which features a Promotion. If any Specific Rules conflict with these General Terms and Conditions, the Specific Rules will prevail.
- 1.4 In the Promotion Terms and Conditions, "**we**", "**us**", "**our**", and "**Global**" all mean Global Media Group Services Limited (registered company number: 03296557). Our address is 30 Leicester Square, London WC2H 7LA. Our "**Promotion Partners**" are third party advertisers on behalf of whom we occasionally operate Promotions – they will be named in the Specific Rules.

### 2. Start and end date/time

- 2.1 Each Promotion will start immediately (i.e. as soon as it is first promoted), unless a later start date/time is specified. The closing date/time for a Promotion will be made clear in the Specific Rules or the relevant promotional materials. All times will be based on UK time.

### 3. Entering a Promotion

- 3.1 Unless the Specific Rules specify a different geographic region or a different minimum age, each Promotion will be open to individuals aged 18 or over (at the time of entry) who are UK residents and are based in the UK at the time of entering the Promotion. For the avoidance of doubt, the Channel Islands and the Isle of Man are not considered to be part of the UK for the purposes of the Promotion Terms and Conditions.
- 3.2 Where a Promotion is open to individuals younger than 18, the age requirements for the Promotion will be specified in the Specific Rules. We reserve the right to request

parental or guardian permission for such individuals to enter and may require a release form to be signed.

- 3.3 Certain Promotions may have additional eligibility requirements, for example, they may be restricted to certain post codes. If applicable, these will be detailed in the Specific Rules.
- 3.4 Our employees, agencies, licensees (which include Communicorp UK Limited and its subsidiaries), freelancers, contractors (and those of any of our Promotion Partners, associated companies or prize providers) and their immediate family members or households (whether related or not), and anyone else professionally involved with the relevant Promotion, are excluded from entering any and all of our Promotions ("**Excluded Individual(s)**").
- 3.5 To enter, you must follow the entry process for the Promotion, which will usually be explained in the Specific Rules and/or promotional materials or announcements. We cannot guarantee entry for (and accept no responsibility for) entries which are misspelt, corrupt or ineligible, or for entries which haven't reached us – for example, postal, telephone, text message, online or social media entries not received as a result of network incompatibility, technical faults or for any other reason. Entries received outside of the opening and closing times of the Promotion will not be accepted but may still be charged (for example, if a Promotion is being charged at a premium rate in accordance with the provisions at 3.10, or where your network provider charges a standard rate (see the provisions at 3.11 below).
- 3.6 When entering a Promotion you must provide us with your real name. In accordance with the provisions at 8.3 below, we may publish your name, nearest geographical location and other details. If you do not want your real name to be disclosed to the wider public, please let us know in advance. If you fail to provide us with your real name, you may be disqualified, at our discretion, and we reserve the right to select another entrant to participate in the Promotion or withdraw the prize and select another winner, as applicable.
- 3.7 If entry involves a live call in, or if the entry instructions in the Specific Rules require it, ensure you answer your telephone when we phone you. Someone else cannot answer the phone, participate or accept a prize on your behalf. If: (i) you fail to answer the phone; (ii) someone else answers the phone; (iii) the call goes to voicemail; (iv) the call becomes disconnected; (v) you are not (or do not seem to us to be) in a position to safely and/or lawfully take or remain on the call (for example, if you are or seem to be driving), or (vi) you are not audible or intelligible or we are not able to conduct a conversation with you in a manner that is suitable for broadcast for any reason beyond our control (including, but not limited to: low/no signal on your device, a call is dropped by any network, you are travelling, there is too much background noise or feedback, etc.); before or during the Promotion, you may be disqualified and we reserve the right to select another entrant to participate in the Promotion or withdraw the prize and select another winner, as applicable. Also, if you are a prize winner, we will only call you back on the same number – we will not call you back on

a different number, so be sure to use your own, valid number. Failure to do so may result in disqualification or your forfeiting the prize.

- 3.8 Unless otherwise specified in the Specific Rules, you may only enter once or vote once (as applicable) for each Promotion and no bulk, automated, machine assisted, third party, syndicate or other group entries will be accepted. We will disqualify any entries which, in our reasonable opinion, appear to have used any of these entry methods, for example, entries or votes from the same IP address, email address, postal address, telephone number, or similar or entries which we, at our sole discretion but acting reasonably, consider to be suspicious or fraudulent. You may **not** enter a Promotion if you have been given the answer(s) or any other relevant information in relation to the Promotion, directly or indirectly by any Excluded Individual.
- 3.9 If you are ineligible to take part in the Promotion (e.g. because of age restrictions or previous exclusions), your entry cannot be transferred to anyone else. If we find out that you are ineligible to take part, you may be disqualified and we reserve the right to select another entrant to participate in the Promotion or withdraw the prize and select another winner, as applicable.
- 3.10 Unless otherwise specified, or unless a Promotion is being charged at a premium rate (see the provisions at 3.11 below), there is no additional charge to enter a Promotion. However, if entry is made via text message, MMS or telephone call, your network provider will usually charge according to their standard rate or deduct it from your allowance. Standard rate text messages to Promotion shortcodes are not normally included in 'inclusive' packages and may be charged. If entry is made by text message, be sure to use the correct shortcode; be aware that shortcodes change from Promotion to Promotion. In all cases, please check with your service provider for more details and charges. If you are not the bill payer, you must obtain the bill payer's permission before entering. Global takes no responsibility for your entry.
- 3.11 Participation in some of our Promotions may be charged at a premium rate; please refer to the on-air or online messages and the Specific Rules for details. Global is registered with Phone-paid Services Authority ("PSA"): registration number ORG832-96388-41101 and complies with the PSA Code of Practice in relation to premium rate competitions. PSA is the UK regulator of premium rate services and you can access their details [here](#).
- 3.12 For any on-air Promotions, all timings including the closing time are as broadcast on the relevant station's FM broadcast frequency. If you are listening via an IP enabled device such as a smartphone or tablet, please remember that the stream can be slightly behind the FM broadcast due to differences in network speeds and/or the advertising we may serve to listeners on IP enabled devices and other factors. If a Promotion requires you to enter by a deadline dependent on an item in the broadcast (e.g. by the end of a song) we cannot take into account any delay from listening via an IP enabled device, and the deadline will be as on the FM broadcast. For podcasts and non-live broadcasts, note that the deadline will probably have passed, so check before entering. For Promotions broadcast on DAB (or other form of broadcast) only (i.e. that

are not broadcast on FM as well), the timings will be as specified in the DAB or other broadcast, as applicable.

#### **4. Winner selection/notification**

4.1 For each Promotion, there will be only one grand prize winner unless otherwise specified in the Specific Rules.

4.2 Unless otherwise specified in the Specific Rules:

In the case of a **prize draw**, winner(s) will be selected at random. This will be done by either (a) an automated process, or (b) a process which will be conducted or supervised by an independent person, or (c) such process as is explained in the Specific Rules.

In the case of a **competition**, where the selection of a winning entry is open to subjective interpretation (for example, in the case of a written submission such as “tell us in 100 words why your pet is the best pet in the world”), the prize winners will be selected by an independent judge or a panel of judges that includes one independent judge. The names of the independent judges will be made available on request by writing to [customer.support@global.com](mailto:customer.support@global.com) – the judges may vary with each competition, so please ensure you identify the relevant competition when making that request. However, for competitions that involve the selection of winners at random from a pool of eligible entrants, such random selection will be conducted using a random computer process.

4.3 If you win a prize:

4.3.1 you will need to respond to the notification within the timeframe set out in the Specific Rules (this will be no later than 28 days following the date of our notification if no timeframe is set out in the Specific Rules), and follow the instructions provided to you. You will need to provide proof of your ID, age and address (and, in relation to an on-air Promotion, we may also require proof that your voice matches that of the relevant entrant/winner) as well as accepting our Promotion Terms and Conditions.

4.3.2 we will only be able to send prize fulfilment information and/or prize details to the email address you used to enter the Promotion or, in relation to an on-air or social media platform Promotion, the email address you registered with us after being notified as a winner.

Once you have provided all the required information, we will then send you the prize within 28 days of our receipt of this, subject to the provisions set out at 5.3 below. We will not be liable for any prizes which are lost, delayed, damaged or destroyed in transit. Holiday prizes will be confirmed but may not be available to take within this time period. We will send you the prize fulfilment link (see the provisions at 5.4 below) within 28 days of us receiving all the required information. In relation to cash prizes,

there are additional deadline requirements for you to claim the prize (see the provisions at 5.4 below).

- 4.4 If: (i) you are unable to provide us with a valid form of ID and/or proof of age or address; (ii) you provide us with incorrect or fraudulent information; or (iii) you fail to comply with any other instructions or time limits notified to you (including but not limited to the additional requirements with regards to a prize at 5.4 below), you will forfeit your right to the prize and we reserve the right to withdraw the prize and select another winner. For the avoidance of doubt, if it becomes apparent that you have breached this term (4.4) after you have received your prize, we reserve the right to request the return of the prize or a similar cash value from you.

## 5 Prizes

- 5.1 The prize or prizes will be as described in the relevant Specific Rules. Imagery is for illustrative purposes only, and colours and other minor details may vary. Anything which is not **expressly included** in the prize description in the Specific Rules is not included as part of the prize. For example, without limitation, transport/travel, meals, refreshments, accommodation, insurance, spending money, are all excluded from the prize unless expressly included.
- 5.2 Each prize is subject to availability and is non-transferable, non-refundable and, (unless we offer it), no cash alternative is available. Where prizes consist of entry tickets, events, holidays (see below) and other time-specific prizes, they must be taken on the dates specified by us.
- 5.3 We and our Promotion Partners will, of course, try to provide the prize as described and try to provide the prize within the timeframe set out in the Promotion Terms and Conditions. Occasionally, circumstances beyond our reasonable control might make this difficult or impossible. For example, if a prize involves a meet and greet with a celebrity they may be unwell or their commitments may change, or if the prize involves travel or tickets to an event, weather conditions or other circumstances (including without limitation local or national rules or official guidance relating to a pandemic) might mean that plans are disrupted, postponed or cancelled. If we consider it necessary or appropriate, a prize or prizes (or part thereof) might be varied or swapped for a suitable alternative of equivalent value which will be decided at our sole discretion.
- 5.4 You must have a UK bank account in order to be eligible for any cash prize. Unless otherwise specified in the Specific Rules, prizes will be processed through the prize fulfilment system, a prize processing platform licensed by us. This will require you (if you win) to input your personal details (including your name, email address, date of birth, postcode and bank details). The personal data that you submit to the prize fulfilment system will only be used by us in order to securely process the prize. Once you have followed the instructions on the prize fulfilment system, prizes will be organised or sent to you and cash prizes will be paid by BACS transfer (except where we elect to issue the

prize using another method if we consider it necessary or appropriate to do so at our sole discretion). We will not issue cash prizes via any other means. You will need to input your details into the prize fulfilment system within 28 days of us sending you the link otherwise we reserve the right to withdraw the prize and select another winner. You are solely responsible for following the instructions on the prize fulfilment system, inputting your details correctly, or letting us know if you experience any issues with the system.

- 5.5 You will not be entitled to receive a prize which, for any reason, you would be prohibited by law from purchasing, using, owning or possessing, and you must not enter a Promotion to win such a prize. If you are the winner of such a prize, you will be disqualified, and we reserve the right to withdraw the prize and select another winner. For the avoidance of doubt, you will not be entitled to an alternative prize unless we decide at our sole discretion to grant you an alternative prize (instead of disqualifying you and selecting an alternative winner).
- 5.6 Any tax or other charge payable in conjunction with the prize will be your sole responsibility. If this is of concern you should speak to a financial advisor.
- 5.7 The prize cannot be used in conjunction with other offers, Promotions or prizes.
- 5.8 Third party terms and conditions may apply to certain parts of a prize, where applicable. For example, where the prize contains ticket(s) to an event, you and any guest(s) and/or travel companion(s) will not only be bound by the Promotion Terms and Conditions, but also the event organiser and venue owner's rules and all terms and conditions set out on the ticket.
- 5.9 Unless otherwise specified in the Specific Rules, you may not win more than one prize per Promotion and we reserve the right to withhold or reclaim any second or subsequent prize.
- 5.10 So that we can ensure the fairness of our Promotions, you acknowledge and agree that if you win a prize in any of our Promotions valued at £1,000 or above; or if you have won more than one prize during the previous six months then we reserve the right to withdraw from you, at our absolute discretion, any prize awarded to you, in error or otherwise, during a period of six months ("**Exclusion Period**"). You will be reminded of this when you provide your details during the prize fulfilment stage so there can be no doubt or confusion on your behalf that you accept and agree to participate in our Promotions in accordance with these Terms and Conditions. If you do enter any Promotion during the Exclusion Period, you may be disqualified and we reserve the right to: (i) select another entrant to participate in the Promotion; (ii) impose either a further exclusion period of twelve months from the date of your last entry attempt, or a longer or permanent ban, if we deem this necessary or appropriate; and/or (iii) disqualify your mobile phone number(s) and email addresses from future Promotions during this Exclusion Period. If you are disqualified, entry fees (if any) will not be refunded. You understand that if you enter our Promotions using multiple mobile phone numbers or email addresses, even if registered to you, this clause will still apply.

## **6 Additional terms relating to prizes involving a holiday**

- 6.1 Prizes involving a holiday ("**Holiday Prizes**") are subject to availability and must be taken in accordance with all requirements specified by us, including but not limited to requirements around dates, destinations, carriers and number of passengers. Blackout periods may apply, including public holidays either in the UK or the destination country.
- 6.2 Unless the Specific Rules state otherwise, you will be responsible for all ancillary expenses in relation to the prize which aren't expressly included. So, the cost of food, drinks, taxis/transfers, gratuities, government taxes (where applicable), any additional luggage allowance and so on will not be included unless they are expressly included in the prize description. You must ensure that you have sufficient financial resources to meet any financial commitments which you may incur in connection with the prize beyond those which are included as part of the prize (including but not limited to transfers to and from the UK airport, meals and drinks). You must not commit us to any costs or expenses without our prior written consent (which we are not obliged to give) and will remain liable for such costs if you attempt to do so.
- 6.3 You will be responsible for all necessary inoculation and all other health and/or visa requirements for your holiday destination.
- 6.4 You must hold a valid passport (which will not expire within 6 months after the last day of the holiday) with no visa restrictions. Passport control and in-country authorities reserve the right to refuse entry and/or to detain you, for example, some countries may deny you entry if you have a criminal conviction. If you are refused passage and or entry/exit to or from the country being visited, we will not be held responsible for that or for any costs, expenses or losses incurred by you or your guest(s)/travel companion(s), which will be your sole responsibility. If you are not able to travel, your guest(s)/travel companion(s) may also be denied access to the holiday/Holiday Prize.
- 6.5 All holidays must be taken within 12 months of the end date of the Promotion (unless otherwise stated in the Specific Rules or agreed with us). If holidays are not taken by this date, unless we agree otherwise, you will forfeit your right to the prize and we reserve the right to withdraw the prize and select another winner.
- 6.6 Holiday Prizes are not available to persons under the age of 18 unless otherwise stated in the Specific Rules. If permitted to travel, children under 18 years may only do so if accompanied by a parent or guardian (or, if we agree on a case by case basis, another responsible adult) aged 18 or over.
- 6.7 If insurance is offered as part of the prize, the Specific Rules will provide details of any travel insurance policy or we may provide these to you separately. Where no insurance is expressly offered, or you do not consider the insurance to be adequate for your needs, you are responsible for obtaining adequate travel insurance.

- 6.8 You must comply with all lawful instructions and terms and conditions, including but not limited to health and safety requirements and instructions that are set by us, the prize provider, the airline and other carriers, organizers, venues, partners and providers involved in the Promotion and/or the prize.
- 6.9 Your guest(s)/travel companion(s) must also meet our eligibility criteria, namely that they are not excluded from entering into our Promotions due to any of the requirements as set out in the Promotion Terms and Conditions.

## **7 Additional terms relating specifically to prizes involving an event**

- 7.1 Where a Promotion prize involves attendance at or tickets to an event, you acknowledge that we are not liable or responsible if you fail to attend the event for any reason. If the event is cancelled or rescheduled, we will either secure tickets for the winner to attend the rescheduled event if practical (the date and time will be decided solely between us and the prize provider) or, at our discretion, provide an alternative prize.
- 7.2 Where a Promotion prize involves an event, you acknowledge that this prize is subject to the terms and conditions of the venue, the promotor and the ticket agent and you must comply with all such terms and conditions, including but not limited to any relevant instructions and health and safety requirements.

## **8 Publicity and identity of winners**

- 8.1 If you win a prize, you (and your guest(s)/ travel companion(s) if applicable) may be required to take part in reasonable publicity. You must (if we request) procure the written agreement of your guest(s)/ travel companion(s) to take part in such publicity.
- 8.2 In some cases, you might become aware of confidential information relating to a Promotion. Your own involvement in a Promotion might also be confidential for a period of time; for example, you might (or might not) have made it through to the next round of a pre-recorded Promotion that has not yet been broadcast. If you do become aware of any confidential information relating to the Promotion, including (without limitation) any information that has not yet been publicly broadcast and/or information we ask you to keep confidential indefinitely, you must keep this information confidential until we confirm in writing (for example, by email) that it is no longer necessary to do so. If you fail to do this, or we have reasonable grounds to suspect you have failed to do this, we reserve the right to disqualify you from the Promotion at our discretion, and/or to withhold the prize from you and award it to another entrant, and/or to take any other measures we consider necessary or appropriate based on the relevant circumstances.
- 8.3 We and the prize provider may publish and publicise your name, image, social media handle and/or profile picture, your nearest geographical location (for example, your nearest city, town or county) and your entry, and we may refer to your and your guest(s)/ travel companion(s)' association with the Promotion and/or the prize, in any and all media, worldwide, as often and for as long as we consider appropriate or desirable, for publicity and PR purposes, solely in connection with the Promotion.



- 8.4 In relation to winners (and runners up if applicable), you understand that we and our Promotion Partners may: (i) interview you and your guest(s)/travel companion(s) which we may film, photograph and/or record and; (ii) film, photograph and/or record, you and your guest(s)/travel companion(s) in connection with the Promotion, either by telephone or in person, and we may use such films, recordings and/or photographs for publicity and PR purposes in any and all media, worldwide, as often and for as long as we consider appropriate or desirable, in connection with the Promotion. We may also publish your and your guest(s)/travel companion(s) name, image, social media handle and/or profile picture.

## **9 Use of your entry and/or submission**

- 9.1 By entering a Promotion or submitting a video, image, audio file or any other materials (a **"Submission"**) in relation to a Promotion (including as part of the entry process or as part of a prize) or if you tag or mention us directly or indirectly in any photo, video or other content (**"Other Content"**) in connection with the Promotion, you agree that we, our Promotion Partners and the prize provider can re-post, re-tweet, publicise and otherwise use that entry, Submission and/or Other Content in whole or in part (with or without any accompanying comments and information such as your handle and profile picture) for the purposes of the Promotion and that we, our Promotion Partners and the prize provider can do so via the same platform(s) that you posted or shared the entry, Submission and/or Other Content on, as well as via other social networks and platforms that we use, and on our websites. However, we'll never sell or charge anyone for copies of your entry, Submission and/or Other Content (without your approval).
- 9.2 Unless otherwise expressly stated in the Specific Rules, you will remain the owner of the rights (e.g. copyright) in your entry, Submission and/or Other Content. By entering, you grant us an exclusive, worldwide licence (i.e. permission) to use the entry, Submission and/or Other Content that you provide, as often and for as long as we consider appropriate or desirable. This means that only we will be able to use this and you will not be able to use the entry, Submission and/or Other Content with one of our competitors. You waive and agree not to assert your moral rights (e.g. the right to be named or credited) in relation to the same throughout the world, forever.
- 9.3 You guarantee to us that:
- 9.3.1 you own and control all of the rights in your entry, Submission and/or Other Content; your entry, Submission and/or Other Content is not in breach of any third party intellectual property rights, moral rights, right to privacy, right to confidentiality etc., and you have the right to grant the rights set out in the Promotion Terms and Conditions;
  - 9.3.2 you have obtained the prior written consent from anyone featured or mentioned in your entry, Submission and/or Other Content (and in the case of children under the age of 18 you have obtained the consent of the relevant child's parent/guardian);

9.3.3 your entry, Submission and/or Other Content does not violate any applicable law or regulation or codes of good practice;

9.3.4 your entry, Submission and/or Other Content does not contain anything which is indecent, untrue, defamatory, unlawful, hateful, threatening, demeaning, inappropriate, obscene, malicious or which is in contempt of court;

9.3.5 your entry, Submission and/or Other Content will not cause any kind of harm or damage and does not (to the best of your knowledge or belief) contain any virus, malware, spyware or similar;

**9.3.6 you will reimburse us for any loss, damage or liability arising out of a breach of your guarantees set out above.**

9.4 You will sign such document as we reasonably request, at no cost to us, to confirm any or all of the above.

9.5 Unless otherwise stated, your entry, Submission and/or Other Content will not be returned to you.

## **10 Data Protection**

10.1 Your personal data, and the personal data of any guest(s)/travel companion(s) that you or they provide to us, will be collected and processed by us, our licensees (including Communicorp UK Limited), the Promotion Partners named in the Specific Rules, as well as the prize providers, and if applicable, our service providers, network operators and suppliers in order to administer and fulfil the Promotion. Your personal data may also be disclosed to the Phone-paid Services Authority, Ofcom and/or the Advertising Standards Authority at their reasonable request for regulatory purposes, for example, in order to prevent, investigate and detect crime, fraud or anti-social behaviour and comply with law enforcement agencies and applicable advertising codes.

10.2 We may hold your personal data for a period of 3 years in order to comply with our regulatory obligations.

10.3 You may be asked if you want to opt-in to marketing from us or our Promotion Partners when you enter a Promotion. If you choose to opt-in, we and/or our Promotion Partners (as applicable) will use your personal data for marketing purposes (see our [Privacy Policy](#) for more details). You can opt out at any time.

10.4 We, the Promotion Partners and the prize providers may transfer and process personal data outside of the EEA and UK for the purposes of administering the Promotion.

10.5 By entering a Promotion, you acknowledge that any personal data provided by you in connection with the Promotion will be processed as set out above and in accordance with our [Privacy Policy](#), which sets out full details of how we process personal data and how

you can exercise your rights as a data subject. Please ensure you have read and understood our [Privacy Policy](#) before entering any Promotion.

- 10.6 You may request the removal of your personal details from our database by contacting [privacy@global.com](mailto:privacy@global.com). If you request that your personal details be removed prior to the conclusion of a Promotion, you will forfeit your right to enter the Promotion and/or claim any prize and we reserve the right to select another entrant to participate in the Promotion or withdraw the prize and select another winner, as applicable.
- 10.7 If you are required to submit a guest(s)/travel companion(s) personal data to enter a Promotion, you must ensure that your guest(s)/travel companion(s) have given you consent to provide us with their personal data.

## **11 Liability**

- 11.1 Your entry or participation in Promotion and/or prize is at your own risk. If the Promotion or prize requires that you undertake any physical activity please ensure, before entering the Promotion, that you are in good health, that you have informed us before or at the time of claiming the prize of any underlying medical condition, physical or other impairment or medication you are taking which may be relevant and which could adversely affect your use or enjoyment of the prize, or ability to claim the prize. You must notify us immediately if you become ill or become aware of any other relevant medical or health and safety information which could affect your participation in a Promotion and/or prize. If you have a disability, please make this clear to us when you claim the prize, so we can consult with you well in advance of the prize and make such reasonable adjustments as are practical and within our reasonable control, based on all the circumstances, to ensure that you can enjoy the prize to the fullest extent.

- 11.2 If we consider in our reasonable opinion or have grounds to suspect that:

11.2.1 you or your entry are in breach of the Promotion Terms and Conditions;

11.2.2 you or any third party have cheated, deceived or engaged in fraudulent or unsporting conduct of any kind (including but not limited to, manipulating a Promotion, choice of prize winner(s) or any entry);

11.2.3 you or your guest(s)/travel companion(s) conduct yourselves in a way which is abusive or which exposes you or others to any medical, security, safety or similar risk whatsoever (including if you are intoxicated or abusive in any way)

without limiting the options available to us, you may be disqualified and we reserve the right to select another entrant to participate in the Promotion or withdraw the prize and select another winner, as applicable. You agree that you have not done anything and will not do anything which is likely to bring us or any of our Promotion Partners or prize partners into disrepute or which might adversely affect our reputation or the Promotion. Entries deemed by us to be rude, offensive, defamatory, illegal or condoning dangerous behaviour will be removed from the

Promotion. If you are disqualified for any reason, you will not be compensated and you may be required to pay any costs incurred.

- 11.3 Save that nothing in the Promotion Terms and Conditions limits or excludes our (or any third party's) liability arising from fraud or from death or personal injury caused by negligence or any other type of liability which may not be limited or excluded by law, to the fullest extent permissible by law, we (and the Promotion Partners and any prize providers): (i) shall have no liability in relation to any act or omission of any third party; and (ii) exclude all liability to you and anyone else for any claims, costs, losses, including indirect loss, damage or harm of any kind arising from or in connection with the Promotions and prizes and your use or enjoyment of them. For example, if you book or take time off work with the intention of taking up a prize (e.g. an event) on a particular date, and the event is subsequently postponed, changed or cancelled, we would not be responsible for covering your wages or salary for your missed day of work on that day or any other day off you take. This is only one example and is not intended to limit the general interpretation of this clause.
- 11.4 Save that nothing in the Promotion Terms and Conditions limits or excludes our (or any third party's) liability arising from fraud or from death or personal injury caused by negligence or any other type of liability which may not be limited or excluded by law, to the fullest extent permissible by law, in no event will our and/or the Promotion Partners' total aggregate liability to you exceed the cost of the prize in the relevant Promotion.
- 11.5 We make no representation, warranty or guarantee in relation to prizes provided and, subject to the provisions set out at 11.3 and statutory rights which cannot lawfully be waived, we will have no liability to you in relation to any prize, its fitness for purpose or otherwise.
- 11.6 Unless otherwise expressly stated in the Specific Rules, the Promotions are in no way sponsored, endorsed or administered by, or associated with any social media platform (including without limitation Twitter, Facebook, Instagram, YouTube or TikTok). You hereby release all such social media platforms from any liability. Any questions, comments or complaints regarding this Promotion must be directed to us only, and not to any social media platform.
- 11.7 We cannot guarantee that the services or systems for entering the Promotion will be free from omissions or errors. Subject to the above, we do not accept any liability in relation to such services or systems.

## **12 Other rules**

- 12.1 We reserve the right to withdraw or amend any Promotion, prize and/or the Promotion Terms and Conditions if we consider it necessary or appropriate to do so for reasons beyond our reasonable control (including but not limited to strikes, labour dispute, illness, act of God, natural disaster, adverse weather conditions, actual or threatened pandemic or epidemic, disease or quarantine and/or any corresponding governmental action, guidance and/or ruling, damage, fire, flood and/or storm, compliance with law or

governmental order) or if there has been a broadcasting or printing error. If, due to any of these circumstances, we are unable to fulfil a prize or perform any of our obligations under the Promotion Terms and Conditions, then we shall not be in breach of the Promotion Terms and Conditions. Any changes will be posted here and/or on our website.

- 12.2 You agree to keep confidential any information which you know or reasonably ought to know is confidential and which relates to us, our business, the Promotion or prize.
- 12.3 In the Promotion Terms and Conditions and any promotional materials, examples are given to help illustrate some terms; they are not exhaustive and do not limit those terms in any way.
- 12.4 In the event of any dispute, our and any judges' decisions are final, and no correspondence will be entered into.
- 12.5 The Promotion Terms and Conditions, including any additional terms and conditions which are expressly incorporated into the Promotion Terms and Conditions, represent the entire agreement between you and us in relation to the Promotion and the prize. The invalidity, illegality, or unenforceability of the whole or any part of the Promotion Terms and Conditions does not affect the remainder of the Promotion Terms and Conditions, which will remain in full force and effect. The Promotion Terms and Conditions do not create any right or benefit enforceable by any third party.
- 12.6 The Promotion, and the Promotion Terms and Conditions, are governed by English law, and any disputes arising in connection with them shall be subject to the exclusive jurisdiction of the English courts.
- 12.7 For all enquiries in relation to a Promotion or the Promotion Terms and Conditions, please contact [customer.support@global.com](mailto:customer.support@global.com). In all correspondence, please state the name of the Promotion and the name of the radio station (or other media platform) which promoted it.