

SMARTY Community – Virgin Radio’s Sunset Sessions with SMARTY Prize Draw Terms & Conditions – Aug 2023

These terms and conditions are the rules which apply to this Prize Draw. By submitting an entry, entrants will be deemed to have agreed to be bound by them.

Promoter

1. SMARTY Community Virgin Radio (“**Prize Draw**”) is organised by SMARTY, with registered office at 450 Longwater Avenue, Green Park, Reading, Berkshire RG2 6GF (“**SMARTY**” or “**We**”). The Prizes are (as defined at paragraph 6 below) administered and provided by News Broadcasting Limited (operator of Virgin Radio in the News UK network).

Dates

2. The Prize Draw opens on 4th September 2023 at 09:00 and closes on 10th September 2023 at 23:59 (“**Promotion Period**”).

Eligibility

3. To be eligible to enter the Prize Draw entrants must be a SMARTY customer and have registered for the SMARTY Community within the Promotion Period and be over 18 years of age and a UK resident (“**Eligible Entrants**”). This Prize Draw is not open to employees of Three or SMARTY, its agents, contractors, consultants, third party sponsors or promotional partners or anyone professionally connected with the Prize Draw, and the immediate families and household members of all such parties.

Entry

4. To enter the Prize Draw, Eligible Entrants must log in to the SMARTY Community platform and reply to the “**What was your favourite live gig and why?**” post with their answer within the Promotion Period (“**Qualifying Entries**”). The SMARTY Community Terms of Use apply to your registration for and use of the SMARTY Community platform.

Rules

5. The following rules shall also apply to the Prize Draw:
 - a. Only one entry per Eligible Entrant will be considered by SMARTY and entered into the Prize Draw.
 - b. Late entries will not be taken into consideration in winner selection.

- c. Each entrant warrants that all information submitted by them is true, accurate and complete and SMARTY is not responsible for any information which is invalid or incomplete.
- d. SMARTY reserves the right to exclude and/or disqualify any entry which it deems, in its sole and absolute discretion: (i) to be offensive or inappropriate; (ii) fails to comply with these terms and conditions; and/or (iii) to be contrary to the spirit or intention of the Prize Draw.

Prizes

6. 10 winners will each receive entry for 2 people (the winner and their +1, both of which must be 18 years or older) to attend the exclusive Virgin Radio's Sunset Session with SMARTY on the evening of Friday 29th September, at the News Building, 1 London Bridge Street, London SE1 9GF (the "**Event**").
7. No travel or accommodation expense will be covered. By entering the Prize Draw you confirm that you and your +1 can make your own way to and from the venue for the Event.
8. Details of specific timings will be provided to the winners. Winners and their +1s will be added to the guestlist. There are no physical tickets and the Prize is non-transferable. Entry is only available for named persons over the age of 18 and ID must be provided at the door for the Event.
9. Prize allocation remains at SMARTY's sole and absolute discretion.

Selection of winner

10. The winners will be randomly selected by a random number generator computer process, from all Qualifying Entries on 11th September 2023. The decision will be final and SMARTY will not enter into any correspondence.

Contacting the winners and redeeming prizes

11. Reasonable efforts will be made by SMARTY to contact the winners of the Prizes via Email by end of day 11th September 2023. Please check your spam folders. In order to claim the Prize, winners will need to respond to the email by 14th September 2023, confirming their full name and the full name of their guest and that both are 18 years or over and that they both give permission for their details to be provided to News Broadcasting Limited and their contractors to facilitate the Prize and whether they both agree to publicity as detailed in Privacy clause below. They will then receive a further email confirming that they are on the guest list, with details on times and location. SMARTY shall not be responsible in the event a winner does not get the Prize because they have failed to claim it and provide the required information in accordance with these Terms by the timings specified. If the winners of the Prizes cannot be successfully contacted, do not claim the Prizes by 14th September (by responding to SMARTY as

detailed in the email with the details required), or is unable to comply with these terms and conditions, SMARTY reserves the right to offer the relevant Prizes to another Eligible Entrants (who will be selected in the same manner described in paragraph 9 and contacted in the same fashion as above with changed dates). Failure to respond, including providing the mandatory information requested within the timeframe detailed or failure to meet the eligibility requirements will result in forfeiture of the Prize.

Redeeming your Prize

12. No ticket will be sent to winner; the event will operate on a guest-list system. The winners will be required to supply their full name and that of their guest and confirmation both are 18 or over, before receiving the Prize, and will be asked to provide photographic identification proving they are both over 18 on attendance at the Event. Acceptable forms of identification remain at SMARTY's sole and absolute discretion. The winners warrant that all information submitted by them is true, accurate and complete and SMARTY is not responsible for any information which is invalid or incomplete, including any contact details. SMARTY shall use reasonable endeavours, subject to these terms and conditions, to confirm the Prize by email as soon as reasonably possible after the winner has claimed it and confirmed their correct details.

Privacy

We, and our third party provider Khoros, will process any personal data we collect from you, or that you provide to us, when you use the SMARTY Community in accordance with [SMARTY's privacy policy](#) and Khoros' privacy policy. For further information on how to access, download and manage the personal information associated with your SMARTY Community account please refer to the Community Terms of Use.

The winners will be confirmed on the thread and identified by their usernames only. The winners will also be asked when they are contacted by SMARTY (as described in paragraph 11) whether they consent to their and their +1's details being shared with News Broadcasting Limited and their contractors to facilitate the Prize and for SMARTY to use their names, photographs and any quotes they provide about the Event being used in any SMARTY marketing activity across some or all media channels.

The surname and county of the winners can be obtained after 29st September 2023 by sending an email to **GRP-SMARTYCommunityAdmin@three.co.uk**, within 30 days after the date of the closing date of the Prize Draw. If as the winner you object to this information being published or made available, please contact us at the above address. In such circumstances, we must still provide the information and winning entry to the Advertising Standards Authority on request.

General:

The Prizes are not transferable or exchangeable. No cash alternatives will be offered. SMARTY reserves the right at any time to substitute the Prize for an alternative prize where circumstances beyond our control makes it necessary to do so. Further, we reserve the right to amend these terms and conditions (including altering the Prize) at any time without notice by updating these terms and conditions and publishing them at <https://smarty.co.uk/terms>. No communications will be entered into by SMARTY regarding this. This Prize Draw is free to enter, and no purchase is necessary.

All third-party terms and conditions relating to the Prize Draw or the Prize itself are beyond our control. SMARTY cannot accept responsibility and will not be liable for any failures to abide by any or all third-party terms applying to the Prize. The Event is run by News Broadcasting and any complaints or queries relating to the same should be directed to them. SMARTY shall not be liable in any event in relation to the Event itself. Winners and their companions must conduct themselves appropriately and not cause any disturbance during the Event and no drugs and other illegal substances should be brought on the premises. In the event of any issues, in News Broadcasting's and/or SMARTY's sole discretion, attendees may be asked to leave the Event and there will be no recourse for missing any part of the Event.

SMARTY cannot accept responsibility for entries lost, corrupted, or delayed in transmission or for the failure by any winner to check their emails (including junk folder) or voice messages. Under no circumstances will SMARTY (or its parent, subsidiaries and affiliated companies) be liable (unless such liability cannot be lawfully excluded) for any losses, damages, costs or expenses arising from or in any way connected with any errors, defects, interruptions, malfunctions or delays in the Prize Draw or the Prize (or any aspects of them), and SMARTY excludes liability, to the fullest extent permitted by law, for any loss or damage caused to a winner of the Prize arising out of or connected to the Prize or this Prize Draw. Statutory rights are not affected.

Entry into the Prize Draw signifies your acceptance of these terms and conditions. These terms are governed by English law.

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