

SMARTY Kaiser Chiefs Tour Tickets Prize Draw Terms & Conditions – March 2024

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 Kaiser Chiefs Tour Tickets ("**Prize Draw**") is organised by SMARTY, part of Hutchison 3G UK Limited 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 Wireless Group Media (GB) (Virgin Radio).

Dates

2. The Prize Draw opens on 14th March 2024 at 12:00 and closes on 20th March 2024 at 23:59 ("**Promotion Period**").

Eligibility

3. To be eligible to enter the Prize Draw entrants must 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, or anyone professionally connected with the Prize Draw.

Entry

4. To enter the Prize Draw, Eligible Entrants must log in to their Instagram page, visit the SMARTY Instagram page, follow SMARTY, like and comment on the "Kaiser Chiefs Tour Tickets" post tagging as many friends as they want to during the Promotion Period ("**Qualifying Entries**").

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. If you have entered more than once, we reserve the right to select one of your entries at random and exclude the rest of your entries.
 - 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.

Prize

6. One winner will receive two Kaiser Chiefs Tour Tickets (one for the winner and one for a friend/family member over the age of 18 of their choice).

The winner has a choice of the following dates and locations, subject to availability:

- 11th April 2024 – Riveria International Centre, Torquay, Devon
- 12th April 2024 – Eastbourne Winter Gardens, Eastbourne
- 16th April 2024 - Stockton Globe, Stockton-on-Tees
- 17th April 2024 - The Civic at The Halls, Wolverhampton
- 19th April 2024 - Empress Ballroom, Blackpool
- 20th April 2024 - Troxy, East London
- 21st April 2024 - Flipper's Roller Boogie Palace, London
- 07th July 2024 - Dreamland, Margate

Prize allocation remains at SMARTY's sole and absolute discretion. No travel, accommodation or expenses are included in the Prize, and the winner is responsible for their own travel, accommodation and other expenses.

Selection of winner

7. One winner will be randomly selected by a random number generator computer process, from all Qualifying Entries on 21st March 2024. The decision will be final and SMARTY will not enter into any correspondence.

Contacting the winners

8. Reasonable efforts will be made by SMARTY to contact the winners of the Prize via Direct Message function on the Instagram platform by end of day 21st March 2024. Eligible Entrants should check their direct messages between 21st and 24th March 2024 and SMARTY shall not be responsible in the event a winner does not claim the Prize because they have failed to do so. If the winner(s) of the Prize cannot be successfully contacted, do(es) not claim the Prizes within 72 hours of notification (by responding to SMARTY in the manner specified in the Direct Message), or is unable to comply with

these terms and conditions, SMARTY reserves the right to offer the relevant Prize to another Eligible Entrant (who will be selected in the same manner described in paragraph 7). Failure to respond or failure to meet the eligibility requirements may result in forfeiture of the Prize.

Redeeming your Prize

9. The winners will be required to provide their full name and a valid email address and confirm they are over 18 to receive their Prize. The winner may also be required to submit additional valid identification before receiving the Prize. Acceptable forms of identification remain at SMARTY's sole and absolute discretion. The winner 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, including any contact details. SMARTY shall use reasonable endeavours, subject to these terms and conditions, to ensure Virgin Radio fulfils the Prize as soon as reasonably possible after the winner has claimed it and confirmed their correct email address.
10. Ticket holders attending the event shall be bound by (a) these Rules, (b) any terms and conditions set out on the event tickets and (c) the rules and regulations of the particular venue (as applicable). Winner and their companion understand that the event is 18+ and ID will be required on the door.

Privacy

11. We will process any personal data we collect from you, or that you provide to us in accordance with SMARTY's privacy policy. The winner will be confirmed on the Instagram post and identified by their username only. The winner's details will also be shared with Virgin Radio, the event organiser (SJM Concerts) and the venue for the purposes of facilitating the Prize. Winner may also need to provide their companion's details for facilitating the Prize and this will be requested from Virgin Radio if required. The processing of your personal data by Virgin Radio, SJM Concerts and the event venue will be in accordance with their respective privacy policies. The winner will also be asked when they are contacted by SMARTY (as described in paragraph 8) whether they consent to their first name and entry being used in any SMARTY marketing activity across some or all media channels.

General:

The Prize is 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 of similar or greater value 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 promotion is in no way sponsored, endorsed or administered by, or associated with, Instagram.

SMARTY cannot accept responsibility for entries lost, corrupted, or delayed in transmission or for the failure by any winner to check Instagram direct 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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