#### JAGUAR LAND ROVER LIMITED

## LAND ROVER TRY OF THE MONTH PRIZE DRAW- TERMS AND CONDITIONS

These Terms and Conditions apply to the 'Land Rover Try of the Month' prize draw (the "**Prize Draw**"). The Prize Draw is entered by UK residents aged 21 (twenty-one) years, and entrants of the March and April 2020 monthly draws of the Prize Draw Period (defined below) must also have at least 3 (three) years' uninterrupted driving experience on a full driving license without serious accident or conviction in the last 2 (two) years. Entrants are invited to vote for which Cardiff Blues player they think scored the 'try of the month' for the months of November 2019 to May 2020 for the chance win a prize.

# **TERMS AND CONDITIONS**

- 1. By entering this Prize Draw you confirm your acceptance and agree to these Terms and Conditions.
- The Prize Draw is promoted by Jaguar Land Rover Limited; Registered in England and Wales; No 1672070; Registered Office: Abbey Road, Whitley, Coventry, CV3 4LF, England ("JLR") and Cardiff Blues Limited; Registered Office: BT Sport Cardiff Arms Park, Westgate Street, Cardiff, Wales, CF10 1J; company number 03199030 ("Cardiff Blues"), and is managed and administered on behalf of JLR and Cardiff Blues by CSM Sport and Entertainment LLP, trading as CSM Brands, company number OC368517), registered office at PO Box 70693, 62 Buckingham Gate, London SW1P 9ZP ("CSM") (JLR, Cardiff Blues and CSM together the "Promoters").
- 3. These Terms and Conditions apply so far as the law permits so please read them carefully before entering.
- 4. These Terms and Conditions shall be governed by and construed in accordance with English law. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to deal with any dispute or claim that arises out of or in connection with these Terms and Conditions and the Prize Draw.

## **CAN I ENTER THE PRIZE DRAW?**

- 5. The Prize Draw is free to enter (no purchase necessary).
- 6. This Prize Draw is open to residents of the United Kingdom. Entrants must be aged 21 (twenty-one) or over, and if you are entering the March and/or April 2020 monthly draws of the Prize Draw Period (defined below), you must also have at least 3 (three) years' uninterrupted driving experience on a full driving licence without serious accident or conviction in the last 2 (two) years to be eligible to win the LRE Prize (defined in clause 22). Proof of age, and a copy of your driving licence for Monthly Winners of the LRE Prize, will be required from all Prize Draw winners.
- 7. As part of the LRE Prize, you may invite a guest of your choice to take part in the Land Rover Experience day (the "Guest"). In order to take part in the LRE Prize, your Guest must be aged 21 (twenty-one) or over and must have at least 3 (three) years' uninterrupted driving experience on a full driving licence without serious accident or conviction in the last 2 (two) years. Proof of age and a copy of the Guests' driving licence will be required.

- 8. No employees, agents or suppliers of JLR, its retailer network and associated companies or their Family Members will be eligible to take part in the Prize Draw. For the avoidance of doubt, "Family Members" means the parents, children, siblings, aunts and uncles, grandparents, grandchildren of an employee, agent or supplier of the Promoters, its retailer network and associated companies.
- 9. In entering the Prize Draw, you confirm that you are eligible to do so and eligible to claim any prize you may win. It will be the Promoters' sole decision as to whether any eligibility requirement has or has not been met and we may require evidence or confirmation from entrants before awarding prizes.
- 10. The Prize Draw is open from 12:00 hours on 2 December 2019 and closes at 19:00 hours on 28<sup>th</sup> May 2020 (the "**Closing Date**") inclusive. Entries submitted after the Closing Date will not be counted. Entrants will not be able to vote outside of the Monthly Voting Periods (as defined below).
- 11. Entrants may submit up to 1 (one) valid entry for each month of the Prize Draw Period (November 2019 to May 2020), totalling 7 (seven) valid entries. Any additional entries will not will not be counted or eligible to win.
- 12. The Prize Draw will require access to an email account, access to a computer and internet access. This will not be provided by the Promoters nor will the Promoters be responsible for providing you with an email account. The entrants do not need to have or create an account on the Platforms.
- 13. We reserve the right to disqualify any entry which does not comply with these Terms and Conditions or if your conduct is contrary to the spirt or intention of the Prize Draw.

## **HOW TO ENTER**

14. To enter, simply visit the Cardiff Blues website (www.cardiffblues.com) (the "**Website**") during the Monthly Voting Periods (defined below), enter your name and email address, and vote for which Cardiff Blues player you think scored the 'Land Rover Try of the Month'.

The Website may also be accessed via the Cardiff Blues Twitter page (www.twitter.com/cardiff\_blues), Instagram account (@cardiff\_blues) and Facebook page (www.facebook.com/BluesCardiff) or via the Land Rover Rugby Twitter page (www.twitter.com/landroverrugby.com), where the Prize Draw will be promoted.

- 15. Voting will open each month of the Prize Draw Period on the following dates and times:
  - November 2019 draw: Voting opens at 12:00 on Monday 2nd December 2019 and closes at 19:00 on Thursday 5th November 2019;
  - December 2019 draw: Voting opens at 12:00 on Monday 30<sup>th</sup> December 2019 and closes at 19:00 on Thursday 2<sup>nd</sup> January 2020;
  - **January 2020 draw:** Voting opens at 12:00 on Monday 27<sup>th</sup> January 2020 and closes at 19:00 on Thursday 30<sup>th</sup> January 2020;
  - **February 2020 draw:** Voting opens at 12:00 on Monday 24<sup>th</sup> February 2020 and closes at 19:00 on Thursday 27<sup>th</sup> February 2020;
  - March 2020 draw: Voting opens at 12:00 on Monday 30<sup>th</sup> March 2020 and closes at 19:00 on Thursday 2<sup>nd</sup> March 2020;

- April 2020 draw: Voting opens at 12:00 on Monday 27<sup>th</sup> April 2020 and closes at 19:00 on Thursday 30<sup>th</sup> April 2020; and
- May 2020 draw: Voting opens at 12:00 on Monday 25<sup>th</sup> May 2020 and closes at 19:00 on Thursday 28<sup>th</sup> May 2020.

(together the "Monthly Voting Periods".

- 16. Only entries that have been submitted fully and correctly will be considered as a valid entry.
- 17. If, for any reason, a technical interruption equipment failure, telephone failure, network, server, computer hardware or software failure or site failure occurs and the Prize Draw is not capable of running as planned or entries are not received or validly submitted or the Prize (as defined below) is disrupted, the Promoters reserve the right to cancel, terminate, modify or suspend the Prize Draw if necessary.
- 18. The Promoters do not take any responsibility for incomplete entries or entries that are lost, mislaid, damaged or delayed in transit (regardless of cause) and any such entries will not be considered valid.
- 19. The Promoters reserve the right to cancel, terminate, modify or suspend the Prize Draw if necessary.

#### THE PRIZE

20. A winner will be chosen from all successful entries by a random name generator for each month of the Prize Draw Period, totalling 7 (seven) winners (the "**Monthly Winners**"). The Monthly Winners will be drawn on the following dates:

November 2019 draw: Friday 6<sup>th</sup> December 2019

December 2019 draw: Friday 3<sup>rd</sup> January 2020

January 2020 draw: Friday 31st January 2020

February 2020 draw: Friday 28th February 2020

March 2020 draw: Friday 3<sup>rd</sup> March 2020

April 2020 draw: Friday 1st May 2020

• May 2020 draw: Friday 29<sup>th</sup> May 2020

- 21. The single name of the Monthly Winners generated by the random name generator will be final.
- 22. The Monthly Winners will win the following prizes, which vary per month of the Prize Draw Period:
  - i. November 2019, December 2019, January 2020 and February 2020 draws: The prize will be 4 (four) tickets to a Cardiff Blues home game of your choice (2019/2020 Season) for the Monthly Winners plus 3 (three) guests ("Rugby Tickets Prize"), totalling 4 (four) Rugby Tickets Prizes.

- ii. March 2020 and April 2020 monthly draws: The prize will be a Land Rover off-road driving Experience day at a UK Land Rover Experience centre of your choice for the Monthly Winner plus 1 (one) eligible Guest (as set out in clause 7) (the "LRE Prize"), totalling2 (two) LRE Prizes.
- iii. **May 2020 monthly draw**: The prize will be a Cardiff Blues Rugby Club shirt signed by the Cardiff Blues team (the "**Signed Shirt Prize**"), totalling 1 (one) Signed Shirt Prize,

(the Rugby Tickets Prize, LRE Prize and Signed Shirt Prize together the "Prizes").

- 23. Monthly Winners will be contacted using the telephone number or email address provided with their Prize Draw entry at 12:00 hours on the Monday following the monthly draw dates as listed in Clause 20, and asked to confirm your name, age and that you accept the Prize. The Monthly Winners of the LRE Prize will also be required to provide a copy of your driving licence.
- 24. The Prizes (including a voucher for the LRE Prize) will be sent by Royal Mail Recorded Delivery to the postal address provided by the Monthly Winners. A signature will be required upon delivery.
- 25. Participants may only win one prize throughout the duration of the Prize Draw.
- 26. There are no cash or credit alternative prizes and the Prize is non-transferable and non-negotiable. The Prize may not be claimed by a third party on your behalf.
- 27. If the Promoters subsequently discover that any of the Monthly Winners are ineligible, have breached these Terms and Conditions and/or the Cardiff Blues ticket terms and conditions and set out in clause 47 for Monthly Winners of the Cardiff Blues Tickets Prize and/or the Land Rover Experience terms and conditions for the Monthly Winners of the LRE Prize (as set out in clause 46), or foul play or unethical conduct is suspected under these Terms and Conditions then the Promoters reserve the right to not award the Prize and another entrant will be selected at random as the Monthly Winner for that monthly draw.
- 28. If the Prize offered is unavailable, cancelled or suspended due to circumstances beyond the control of the Promoters, the Promoters will not be able to offer an alternative and will not owe any further liability to the Monthly Winners. The Monthly Winners will not be entitled to any monetary equivalent or compensation for costs or expenses incurred or suffered in connection with taking up the Prize.
- 29. Monthly Winners accept that the Prize could be cancelled or suspended for any reason whatsoever beyond the control of the Promoters.
- 30. In the event that any of the Monthly Winners are unable to take up the Prize for any reason they must notify Promoters immediately. In this circumstance, the Promoters reserve the right to offer the Prize for that monthly draw to another entrant selected at random. The Promoters do not accept any responsibility if you are not able to take up the Prize.
- 31. Monthly Winners of the LRE Prize acknowledge and agree that the Promoters will not be responsible for your costs and/or expenses (including travel to and from the Land Rover Experience centre and/or any food/beverages) when attending the LRE Prize.
- 32. In all circumstances, the Promoters' decision is final and no correspondence will be entered into.

#### **LIABILITIES**

- 33. Neither the Promoters or its affiliates, agents, officers or employees will be liable (to the extent permitted by law) for any loss or damage arising out of organising or holding this Prize Draw or as a result of an entrant's participation in it, participation in any of the activities or as a result of the Winner winning, participating in, collecting or enjoying the Prize and/or the Prize Draw, or if the Prize Draw does not run as planned. This paragraph does not seek to exclude the liability of any party listed in this paragraph for (a) death or personal injury caused by their negligence, (b) fraud or fraudulent misrepresentation, and/or (c) any other matter for which it would be unlawful for them to exclude or attempt to exclude their liability. Your statutory rights are not affected.
- 34. The Promoters may change these Terms and Conditions or cancel the Prize Draw at their absolute discretion and without incurring liability as a result unless the Prize has been awarded.
- 35. This Prize Draw is in no way sponsored, endorsed or administered by, or associated with Twitter, Instagram and/or Facebook.

## **USE OF PERSONAL DATA**

- 36. By entering this Prize Draw, you understand that the Promoters (and its agents, contractors and group members on its behalf) may process, store, distribute and/or use the information (including personal data) you provide in your Prize Draw entry and in the process of entering:
  - (a) To enable them to administer your entry in the Prize Draw, including deciding whether it accords with these Terms and Conditions;
  - (b) To notify you if you are a Monthly Winner. If you are a Monthly Winner you agree that the Promoters may announce or make available on request your name and county/town unless you object to the Promoters doing so or request that the amount of personal information announced or made available is reduced by the Promoters, in accordance with Clause 38; and
  - (c) To share with organisations assisting with the conduct of the Prize Draw and fulfilment of the Prize.
- 37. Entrants' name and contact information used for the purpose of this Prize Draw shall be retained for a period of 12 (twelve) months from the Closing Date.
- 38. Should any Monthly Winner object to their name and county/town of residence being announced or made available upon request by the Promoters, they should contact ross.thompson@csm.com. The Promoters will not announce or make available the personal information of any Winners who have objected. The Promoters may, however, need to provide such data for any lawful or regulatory purposes to a regulator.
- 39. JLR reserves the right to contact entrants regarding various product and service promotions or other related communications if the entrant has opted-in to receiving such communications from JLR. JLR shall retain entrants name and contact information for a period of 2 (two) years.
- 40. Should entrants wish to no longer be contacted, they should contact ross.thompson@csm.com.
- 41. Data will be handled in accordance with (i) any data protection legislation from time to time in force in the UK including the Data Protection Act 1998 or 2018 and any successor legislation; and (ii) for so long as and to the extent that the law of the EU has legal effect in the UK, the

- General Data Protection Regulation ((EU) 2016/679), and any other directly applicable EU regulation relating to privacy.
- 42. For more information on how data is handled by JLR, please view JLR's Privacy Policy.

## **CONTACT DETAILS**

- 43. To find out the name and country of the Winner(s) please send your request to ross.thompson@csm.com The Promoters will not share the details of the Winner(s) if they have not provided prior written consent to the Promoters, in accordance with these Terms and Conditions.
- 44. If you have any other questions about the Prize Draw, please send you question by e-mail to ross.thompson@csm.com before the Prize Draw ends.
- 45. If you have any questions about how your contact information is being handled, please contact DPOffice@jaguarlandrover.com.

## LAND ROVER EXPERIENCE TERMS AND CONDITIONS

46. The Monthly Winners of the LRE Prize agree that they will comply with the Land Rover Experience Terms and conditions which can be viewed by following this link.

## CARDIFF BLUES TICKETS TERMS AND CONDITIONS

47. The Monthly Winners of the Cardiff Blues Tickets agree that they will comply with BRC's ticket terms and conditions which can be viewed <u>here</u>.