

# SAILOR JERRY

## #SJFOLLOWTHEFLASH

### SOCIAL MEDIA COMP – T&C'S

SAILOR JERRY · THURSDAY, 1<sup>ST</sup> MARCH 2019

SAILOR JERRY SOCIAL MEDIA COMP – T&C'S

[Instagram] COMPETITION TERMS & CONDITIONS

#### 1. We

1.1 The Promoter of this competition is: Sailor Jerry ("**We**", "**Us**", "**Our**").

#### 2. The competition

2.1 The name of the competition is "#SJFOLLOWTHEFLASH".

2.2 You can win a free guestlist spot to our party in a castle with 3 friends (total 4 spots on the guestlist per winner). There will be flash art placed around Glasgow, Edinburgh and Dundee in different mediums, outside murals on walls, inside murals on walls and on canvas's within venues, food outlets, barbers and tattoo shops, to enter you must take a photo of the flash art and #sjfollowtheflash @sailorjerry.

2.3 <https://www.instagram.com/sailorjerry/>

#### 3. How to enter

3.1 The competition will run from 8:00am on 01.3.2019 (the "**Opening Date**") to 6pm on 31.03.2019 (the "**Closing Date**") inclusive.

3.2 All competition entries must be received by Us by tagging @Sailor Jerry as mentioned in Condition 2.2 above by no later than 6pm on the Closing Date. Any and all competition entries received after the Closing Date are automatically disqualified.

3.3 You may enter as many times as you like but extra entries must be different flash art. Entrants and all guests must be over the age of 18.

3.4 To enter the competition:

(a) You must take a photo of the flash art that has been placed around the city (Glasgow, Edinburgh & Dundee) and #sjfollowtheflash @sailorjerry, by the Closing Date, and provide the information requested.

3.5 No purchase is necessary and there is no charge to register for use of the Instagram page.

3.6 We will **not** accept:

(a) Any responsibility for competition entries that are lost, corrupted or delayed in transmission, regardless of cause, including, for example, as a result of any equipment or device failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind; or

(b) proof of your transmission of an entry as proof of Our receipt of your entry to the competition.

3.7 By submitting a competition entry, you are agreeing to be bound by these terms and conditions and providing your consent for the personal data which you provide to Us when entering the competition to be used by Us and Our agents in the manner described in condition 10 below.

3.8 The winners will be selected at random by an independent individual. The decision will be final.

#### **4. Eligibility**

4.1 The competition is only open to all residents and Nominees eligible to work in the UK and able to access the internet aged 18 years or over, **except for:**

- (a) employees of Sailor Jerry or its holding or subsidiary companies;
- (b) employees of agents or suppliers of Sailor Jerry or its holding or subsidiary companies, who are professionally connected with the competition or its administration; or
- (c) members of the immediate families or households of (a) and (b) above.

4.2 By entering the competition, you confirm that you are eligible to do so in accordance with condition 4.1 above and that you are eligible and able to claim your prize. We may require you to provide proof that you are eligible to enter the competition.

4.3 We will not accept competition entries that are:

- (a) received after the Closing Date;
- (b) duplicates;
- (c) automatically generated by computer;
- (d) completed by third parties or in bulk or
- (e) incomplete.

4.4 There is no limit of entries to the competition per entrant. Entries on behalf of another person will not be accepted, and joint submissions are not allowed.

4.5 We reserve all rights to disqualify you if your conduct is, in Our sole discretion, contrary to the spirit or intention of the competition and these terms and conditions.

## **5. The prize**

5.1 35x winners each winning 4x guestlist spots to our Sailor Jerry Castle Party. The party will be located at a Scottish Castle, winners will be collected from a central location in Glasgow, Edinburgh or Dundee by bus on the 23<sup>rd</sup> May 2019 and taken to and from the party.

5.2 We reserve the right to substitute the prize or any element of the prize with a prize of equal or greater value if circumstances beyond Our control make it necessary for Us to do so.

5.3 The prize is not negotiable, transferable or refundable.

5.4 The prize does not include anything other than stated in the clause 5.1.

5.5 In order to claim the prize, you must reply to the message posted on Instagram announcing you as a winner.

## **6. Winner announcement**

6.1 The winner of the competition will be announced by dm to their personal account on the 12.04.2019 (**Announcement Date**).

6.2 The winner will be contacted personally by Campus Group as soon as practicable after the Announcement Date, using a dm to the winner's personal account.

6.3 We will send the name and county of the winners by e-mail to anyone who contacts Us at [charlie.crocker@campusgroup.co.uk](mailto:charlie.crocker@campusgroup.co.uk) within one month after the Closing Date of the competition requesting their details.

## **7. Claiming a prize**

7.1 If you are the winner of a prize you will have 48 Hours from the Announcement Date to claim your prize, referring to the details of how to claim

in condition 5.4. If you do not claim your prize by this date, your claim will become invalid.

7.2 A prize may not be claimed by a third party on your behalf.

7.3 We will make reasonable efforts to contact the winner. If the winner cannot be contacted or isn't available, or the winner hasn't claimed their prize within 48 hours of the Announcement Date, we reserve the right to offer the relevant prize to the next eligible entrant selected by random that were received before the Closing Date.

7.4 We do not accept any responsibility if you are not able to claim or receive any of the prizes.

## **8. Limitation of liability**

8.1 Insofar as is permitted by law, We, Our agents or distributors will not in any circumstances be responsible or liable to compensate the winner, or accept any liability for any loss, damage, personal injury or death occurring as a result of taking up any of the prizes except where it is caused by Our negligence or that of Our agents, distributors or employees. Your statutory rights are not affected.

## **9. Ownership of competition entries and intellectual property rights**

9.1 We do not claim any rights of ownership in your competition entry or in any intellectual property rights which it may contain.

9.2 You confirm that you have all necessary rights and permissions needed to provide us with any and all content contained in your entry and warrant and agree that We may, but are not required to, make your entry and its contents available on the Instagram page and on any other media (including via Our social media channels and profiles), whether now known or invented in the future, and in connection with any publicity relating to the competition. You agree to grant Us a non-exclusive, worldwide, irrevocable licence, for the full period of any intellectual property rights in the competition entry and any accompanying materials, to use, display, publish, transmit, copy, edit, alter, store, re-format and grant sub-licences to thirds parties to use, display, publish, transmit, copy, edit,

alter, store, re-format the competition entry and any accompanying materials for those purposes.

## **10. Data protection and publicity**

10.1 By entering the competition you agree that if you are the winner, you consent to Us (and Our agents on Our behalf) Using your name, image and town or county of residence to announce the winner and for any other reasonable and promotional purposes related to the Competition.

10.2 You further agree to participate in any reasonable publicity required by Us, without the payment of any further fee (save in respect of reasonable travel expenses) being payable for your participation.

10.3 By entering the competition, you agree that any personal information provided by you within the body of your competition entry may be held and used only by Us or Our agents and suppliers to administer the competition, including by way of choosing the winner and sharing their details (specifically, their name and county) with any third party who may request those details in accordance with condition 6.4.

## **11. General**

11.1 If there is any reason to believe that there has been a breach of these terms and conditions then We may, at Our sole discretion, reserve the right to exclude you from participating in the competition.

11.2 We reserve the right to hold void, suspend, cancel, or amend the prize competition and these terms and conditions where it becomes necessary to do so. In the event that We need to amend these terms and conditions prior to the Closing Date, we will use reasonable endeavours to notify entrants and potential entrants of any changes made, primarily by posting details of those changes on the Instagram.

11.3 These terms and conditions shall be governed by English law, and the parties submit to the exclusive jurisdiction of the courts of England and Wales in relation to any dispute or claim (including non-contractual disputes or claims)

arising out of or in connection with the competition, these conditions or their subject matter or formation.

11.4 Numerous factors outside the control of the Promoter may interfere with the operation of Facebook, Twitter and Instagram. The Promoter does not therefore guarantee continuous, uninterrupted or secure access to these websites.

11.5 This promotion is in no way sponsored, endorsed or administered by, or associated with Facebook, Twitter or Instagram. By entering the promotion, all participants accept that they have no claim against Facebook, Twitter or Instagram. By entering the promotion, all participants agree to a complete liability release for Facebook, Twitter or Instagram.