

## NORTHAMPTON SAINTS FOUNDATION COMPETITION TERMS AND CONDITIONS

### Who can enter:

Prize Draw is open to residents within the UK, aged 18 years or over only, excluding full time employees of Northampton Saints or Northampton Saints Foundation and their immediate families.

By taking part in the competition, prize draw, vote or poll (as applicable), you accept and agree to the interaction terms and conditions. If you do not agree with any of the interaction terms and conditions then you should not take part in the competition, prize draw, vote or poll (as applicable).

The Promoter reserves the right in its sole discretion to ask for evidence to verify the age, identity and/or eligibility of an entrant at any time, and to use any channels and methods available to carry out checks of any details provided. The Promoter may withhold delivery of a prize until it has received such evidence from the winner and failure to provide such evidence in a timely manner may result in forfeiture of the prize.

Entrants may be required to provide their full name, full contact telephone number (including area code if providing a landline number) or other method of contact (if applicable), email address and/or any other information as specified at the time of entering the promotion. This information cannot be amended once an entrant has entered the promotion.

The winner (and where applicable, their companion(s)) is (are) required to comply with all instructions and requirements as may be specified by Northampton Saints Foundation or any authorised third party to receive and/or take up the prize, including but not limited to providing responses within specified time frames, adhering to the itinerary, completing any required forms and delivering any required documentation. The Promoter will not be liable to the winner or any other persons where they fail to comply with such instructions and such failure may result in forfeiture of the prize.

Any entrant and/or winner must comply with any directions given to him or her by the Promoter, prize provider(s) and/or their agents and with all relevant laws, rules and regulations, restrictions, itinerary. Failure to comply with instructions, itineraries, rules, restrictions, requirements, laws and guidelines may result in an invalid entry and/or forfeiture of the prize.

No cash equivalent (where applicable) or alternative prize will be given at the request of the winner and the prize is non-transferable and non-exchangeable. If the winner decides to take up and then sell on the prize (where such onward sale is permitted) Northampton

Northampton Saints Foundation will not be required to provide any guidance on such sale, and the winner acknowledges that the onward sale price may be lower than the retail or advertised price.

However, the Promoter reserves the right to change the prize or any part of the prize to an alternative of equal or greater value for any reason in its sole discretion including without limitation due to circumstances beyond its control or if any part of the prize becomes unavailable. If for any reason the winner chooses not to take up the prize or any part of the prize, the Promoter reserves the right to ask the winner to confirm this in writing and, whether or not such confirmation is received, the Promoter will be able to retain or dispose of the prize (or part of the prize) at its own discretion.

**Opening/closing date & time:**

Prize Draw opens for entries on Monday 9<sup>th</sup> January 2023 and closes midnight on Saturday 25<sup>th</sup> February 2023.

**Winner selection:** The winner will be selected by midday on Wednesday 1<sup>st</sup> March 2023.

In the event of any fault, mistake, misunderstanding or dispute concerning the correctness or acceptability of any answers given by entrants, or the operation of any part of the competition or prize draw service, networks or systems, the decision of the Promoter shall be final.

**How to enter & cost of entry:**

The competition is free to enter.

Donate to Northampton Saints Foundation when you [buy your ticket\(s\)](#) to the Northampton vs Gloucester game on Saturday 25<sup>th</sup> February (Foundation Day). Only donations made to the Foundation via Northampton Saints ticketing page for the Gloucester game will be automatically entered into the draw.

The Promoter cannot promise that the services relating to a competition, prize draw, vote or poll will be free from errors or omissions nor that they will be available uninterrupted and in a fully operating condition. These services may be suspended temporarily and without notice in the case of any problem with any network or line, system, server, software, or for any technical malfunction or failure, maintenance or repair or for reasons reasonably beyond the control of Northampton Saints Foundation. Northampton Saints Foundation does not accept responsibility where all or any part of the service relating to a competition, prize draw, vote or poll is discontinued, modified or changed in any way.

Northampton Saints Foundation do not accept responsibility for any fault, malfunction, damage, loss or disappointment suffered by you as an entrant or participant howsoever arising from participating in a competition, prize draw, vote or poll or from accepting any prize whether due to any error, omission by the Promoter or its or their employees, agents or others or by any other cause.

Prize: Signed Saints Ball, season 22/23.

Northampton Saints Foundation reserves the right to determine the fixture and date by which the prize must be taken.

Where the prize includes a cheque, voucher or gift card, such prize will be made payable in pounds sterling in the name of the winning entrant only and such cheque, voucher, or gift card cannot be made payable to any third party. No other form of payment than that indicated in the prize information will be provided to the winner.

Prizes may vary from those pictured in any promotional material.

The Promoter, prize provider, the issuer of the vouchers or gift cards and their agents reserve the right to refuse to accept vouchers and/or gift cards which are deemed to have been tampered with, defaced, duplicated, damaged or which otherwise are suspected to be affected by fraud or which have been lost or stolen following delivery.

Nothing in the terms and conditions restricts your statutory rights as a consumer. For more details on these statutory rights you should contact your local Trading Standards Office or Citizens Advice Bureau.

#### **Claiming prize:**

The winner will be contacted as soon as practicable on or after the draw date or judging date (as appropriate). Reasonable efforts will be made to contact a winner by the email provided when entering the promotion or such other method of contact deemed appropriate by the Promoter in its sole discretion in the circumstances.

The winner (and where applicable, their companion(s)) may be required to provide their signature as proof of their agreement to relevant waivers, releases and/or consents when taking up the prize. Failure to sign any relevant documentation may result in forfeiture of the prize.

The Promoter, prize provider and their agents will not be liable where a prize has been lost, damaged or stolen following delivery and such prize will not be replaced.

As a winner needs to be found before the time to take up the prize passes, the entrants must be contactable via email from Wednesday 1<sup>st</sup> March to Wednesday 8<sup>th</sup> March. The Promoter will try to contact the winner via email.

If the winner cannot be contacted or successful contact is not made or if the winner fails to meet any of the eligibility requirements or is otherwise unable to comply with the interaction terms and conditions, this may result in forfeiture of the prize and the Promoter reserves the right to disqualify that entrant (without further liability to that entrant) and offer the prize to the next eligible entrant and thereafter until a winner is found. This prize is non-transferable.

Northampton Saints Foundation reserve the right to amend any element of a competition, prize draw, vote or poll for reasons beyond their reasonable control, including but not limited

to the unavailability of the vote, poll, competition or prize draw entry platform before the closing date, or for strike, lock-out, labour dispute, illness, act of God, natural disaster, adverse weather conditions, war, riot, civil commotion, accident, epidemic or pandemic, malicious damage, fire, flood and/or storm, compliance with law or governmental order, rule, regulation or direction, breakdown of plant, machinery or transportation. Northampton Saints are not responsible for any loss or damage caused to you as a result of any of these occurrences.

It is your responsibility to ensure that you control access to any phone number that you use to enter within the time and date stated within the terms and conditions. The Promoter shall not be responsible for any loss you suffer as a result of Northampton Saints Foundation dealing in good faith with anyone other than you who has access to any such number (or any device using any such number) or address provided.

## Privacy

Information and data ("personal data") which is provided by you when you enter a competition or prize draw, or participate in a vote or poll, will be held by Northampton Saints Foundation and their service providers, network operators, suppliers and contractors for the purposes of administering the vote or poll, or administering and fulfilling the competition or prize draw. You agree that this includes without limitation that we may contact you if there is an issue with the interactive service.

We will only send you marketing messages if you indicate that you consent (e.g. by "opting in") to receiving such messages. You may opt out by contacting the Foundation at [admin@northamptonsaintsfoundation.org](mailto:admin@northamptonsaintsfoundation.org)

By taking part in the competition, prize draw, vote or poll (as applicable) you agree to participate in publicity at the Promoter's request if you are the winner of a competition or prize draw. You agree that the Promoter (or any third party nominated by the Promoter) may in its sole discretion use the winner's (and if applicable their companion's) name and image and their comments relating to the prize and their experience for future promotional, marketing and publicity purposes in any media worldwide without notice and without any fee being paid.

If you are the winner of a competition or prize draw you agree that the Promoter may list your name and location on the winners' page of the Northampton Saints Foundation website(s) and Northampton Saints Foundation may publish or announce your name and location elsewhere (including without limitation on the Foundation website) as Northampton Saints Foundation determines in its sole discretion.

If you have a comment, query or complaint about any interactivity provided by Northampton Saints Foundation you may register it with by emailing [admin@northamptonsaintsfoundation.org](mailto:admin@northamptonsaintsfoundation.org)

You will need to provide some or all of the following information:

- (a) Your name
- (b) Your email address
- (c) The date(s) and time(s) when you experienced problems
- (d) The nature of the problem you experience

(e) A contact telephone number you can be reached on, if necessary

Queries will be addressed as soon as possible.

If you require any information to be provided in an alternative format for accessibility reasons, we will be happy to discuss your requirements and endeavour to provide a suitable alternative.

For a hard copy of these terms and conditions please contact Northampton Saints Foundation as set out above or send a stamped addressed envelope to the Promoter's address below. If you would like interaction information relating to a specific interactive event, then include the name of the specific interactivity in your application.

The Promoter is: For all interactivity, the Promoter is Northampton Saints Foundation, cinch stadium at Franklin's Gardens, Weedon Road, Northampton, NN5 5BG, a company registered in England and Wales. Register of charities number: 1176345. These terms and conditions apply as between you and Northampton Saints Foundation.