

## **TERMS AND CONDITIONS**

### **1. Introduction**

1.1 These Terms and Conditions ("Terms") shall be binding on you (and your guests where applicable) (together "you") when entering any competitions ("Competition(s)") operated by Midlands 103, its sponsor(s) or any company, radio station or website owned or controlled (directly or indirectly) by Midlands 103 from time to time.

1.2 Entry and participation in any competition shall be deemed an unconditional acceptance by you of these Terms. All entry instructions and any other specific details relating to the competition or the prizes form part of these Terms.

1.3 You must pass a copy of these Terms to your guests (if applicable) and ensure that they comply with them.

1.4 It is agreed and accepted by you that Midlands 103 shall have no liability whatsoever in respect of competitions operated on behalf of third parties (for example, sponsors) (except in respect of death or personal injury directly attributable to Midlands 103's negligence).

1.5 You have made certain representations and warranties to Midlands 103 (both in these Terms and otherwise) in applying for a place on the Competition. Midlands 103 has relied on the accuracy and truth of such representations and warranties in granting a place to you. Should Midlands 103 or its agents become aware of any fraud, deceit or similar action undertaken in connection with the Competition or otherwise, or any act or omission which might have (in Midlands 103's opinion, which shall be final) an adverse effect on the Competition, Midlands 103 reserves the right to forfeit your place on the Competition (without giving any reason and without notice).

1.6 You agree to co-operate with and comply with all reasonable requests of Midlands 103 and its agents and employees (and in particular the health and safety team) in connection with the Competition and its broadcast.

### **2. Eligibility to enter competitions**

2.1 You must be a resident of the Republic of Ireland. Employees of Midlands 103, their families, press, agencies or any persons directly or indirectly connected with the competition are not eligible to enter any competitions.

2.2 With the exception of Reverse Auctions, only one entry per person will be permitted. Multiple entries will be disqualified.

2.3 You represent and warrant that you are at least 18 years of age on the date of the Agreement and, if requested by Midlands 103, shall provide evidence your age.

### **3. Health and Safety**

3.1 By signing the Agreement, you confirm and warrant that, to the best of your knowledge, your general state of health is good and you have no medical condition that could be adversely affected by strenuous exercise or any of the events or activities planned or reasonably expected to be involved in the Competition.

3.2 You must take all reasonable steps to ensure your own health and safety. Any behaviour or act or conduct by you which Midlands 103 considers to pose any medical, security or safety risk will lead to your immediate disqualification (including without limitation any abusive behaviour, physical or psychological).

3.3 You are obliged to take all reasonable steps to ensure the safety standards and the general appropriateness of activities undertaken during the Competition and acknowledges that all activities are undertaken at your own risk. You must notify Midlands 103 of any medical or other condition which may mean that you are unfit for travel or participation in the Competition as soon as you become aware of such a condition. Midlands 103 reserves the right to forfeit your place on the Competition or the Prize (without liability or compensation) if, in its opinion, you may expose yourself or others to risk of illness or injury or to the cancellation, disruption, or curtailment of the Competition.

3.4 You agree not to carry on your person (or in your possession or control) or to purchase or consume during the Competition any illegal substance. You acknowledge and agree that alcohol consumption will only be allowed with the express prior consent of Midlands 103 and the health and safety team, who will have full authority to direct that you shall not consume any more alcohol.

3.5 You will comply with all directions of Midlands 103 in respect of health and safety (failure to do so may lead to immediate disqualification, at Midlands 103's direction).

3.6 You confirm that you are not taking any medication at present and will not during the Competition.

#### **4. The Competition**

4.1 The interests and good reputation of Midlands 103 are paramount and Midlands 103 may, at its sole discretion, withdraw a place or require you to cease to have any involvement in the Competition if it believes it is in the best interests of Midlands 103 to do so. In particular (without limitation), Midlands 103 reserves the right to immediately withdraw your place on the Competition or the Prize if it believes you to be in breach of any of its obligations, or representations and warranties, under these Terms or otherwise conducts yourself in a manner which is inappropriate or unsuitable (in the discretion of Midlands 103). You shall be responsible for any additional costs in this respect (including the costs of your early return back to the country, if necessary). You will not by any act or omission do anything, which might bring Midlands 103 or its radio stations into disrepute.

4.2 You represent and warrant that you do not have any criminal convictions or criminal record and have not undertaken any past act or conduct which could affect the reputation of the Competition or Midlands 103. You also warrant that you do not currently, and have not in the past, worked for any other radio station or media organisation in the Republic of Ireland or Northern Ireland.

4.3 You will comply with the instructions and directions of Midlands 103 (failure to do so may lead to immediate disqualification, at Midlands 103's direction).

4.4 Incomplete or indecipherable entries will be void (in Midlands 103's absolute discretion).

4.5 Midlands 103 does not accept responsibility for entries lost, damaged or delayed in transit to the competition address. Proof of posting will not be accepted as proof of receipt (nor will proof that an e-mail has been sent rather than received).

4.6 Source material utilised by Midlands 103's question compilers shall be taken as correct.

4.7 Late entries will not be accepted (in Midlands 103's discretion).

4.8 In the case of a prize draw, the first correct entry drawn will be the winner.

4.9 The decision of Midlands 103's judges is final and conclusive in all circumstances and no correspondence will be entered into.

4.10 Midlands 103 shall be entitled, in its absolute discretion, to cancel a competition with immediate effect by on air announcement (in the case of on-air competitions) or by stating the same on the relevant website (in the case of on-line competitions) without any liability in respect thereof.

4.11 In this event (and assuming a valid claim has already been made) in the case of holiday prizes, Midlands 103 will use reasonable endeavours to offer an alternative prize at some other time and/or some other destination, which may be accepted instead by you. If such alternative prize is not accepted (or not made) you shall have no claim against Midlands 103 in respect of the cancellation or delay of the Competition or prize or for any expense or damage whatsoever incurred as a result thereof.

4.12 During 'Register To Play' contests, which will be clearly labelled on air, listeners must call with their contact number during the stated registration period. A randomly selected caller will be phoned back to participate in the contest. If the caller does not answer their phone within 30 seconds, Midlands 103 may disregard their entry and select a new caller.

4.13 Winners must collect their prize within 3 months of notification.

## **5. Competition Entries via Text Message**

5.1 Please note, only callers with mobile phones using certain networks will be able to participate in Competitions using a Short Message Service ("SMS") known commonly as a text message. Users should check with their service provider for details of compatibility.

5.2 Entries to Competition(s) via "text message" may only be submitted if the eligibility of text message entries is confirmed on-air.

5.3 Entries by text message must be sent to the applicable number as advertised on-air.

5.4 For the avoidance of doubt, you should follow the on-air instructions regarding the texting of Competition answers extremely carefully as mis-spelt or incorrect text entries will be void.

5.5 Text message to the Competition number will normally cost the standard rate from your mobile network provider. You should check with your network provider for more details. For the avoidance of doubt, the cost of calls from different mobile phone service providers may vary.

5.6 Text messaging charges incurred as a result of entrance to the Competition(s) will be paid via

your mobile phone service provider and will be detailed, where possible, on your mobile phone bill.

5.7 Please note that multiple entries (or votes) by text message shall each be charged as a single entry (or vote) and every text message shall incur the full charges applicable.

## **6. Claims to prizes**

6.1 In order to enable Midlands 103 to correctly identify genuine claims and to eliminate non-genuine, deceitful or fraudulent claims, Midlands 103 reserves the right to carry out an interview (by telephone or in person with you and to tape record the interview). If you refuse to participate in or answer all questions raised in such an interview without good reason then your place will be treated as invalidated.

6.2 If Midlands 103 becomes aware of any fraud, deceit or similar action during or in relation to the competition which relates in any way to a claim, then that claim will not be met unless it is proven to the satisfaction of Midlands 103, that you had no actual or imputed knowledge of the such fraud or deceit or similar action. For the avoidance of doubt (and without limitation), if you provide an incorrect name, age, address or other incorrect information in relation to the entry, then Midlands 103 reserves the absolute right to treat that entry as invalid (whether or not such information comes to light before or after you have made the claim). If the fraud, deceit or other action is only discovered after the prize has been released, you undertake to return the same (or provide compensation) to Midlands 103 forthwith upon discovery by Midlands 103.

## **7. Prizes**

7.1 All prizes are non-transferable and may not be given or assigned to another person. Prizes cannot be exchanged for cash or other alternatives. Midlands 103 may, in its sole discretion, substitute a reasonable alternative for any of the prizes at any time.

7.2 Midlands 103 does not accept any liability for claims or prizes which are lost, delayed or damaged in the post or otherwise not validly received by you.

## **8. Holiday Prizes**

8.1 Prizes must be taken in accordance with the dates and destinations and number of passengers specified by Midlands 103. There will be no cash alternative. There will be no alternative destination.

8.2 Holidays are non-transferable. Holidays are subject to availability. You must hold a valid Irish passport with at least 6 months' further duration (or competition entry will be invalid).

8.3 Holidays are not available to persons under the age of 18 without the express prior written permission of Midlands 103. Children between the ages of 12 and 16 years for the purpose of airfares are considered to be adults. Children under 18 years of age must obtain written consent from a parent or guardian and cannot travel unless accompanied by an adult over the age of 18.

8.4 In the event of unforeseen circumstances or circumstances outside Midlands 103's reasonable

control, Midlands 103 reserves the right to offer an alternative prize of equal value. No cash will be offered.

8.5 All holidays must be taken within 6 months of the date of the competition or will be deemed invalid.

8.6 You must comply with the terms and limitations of any insurance policy relating to the holiday.

8.7 You must comply with the terms and conditions of the airline and other transportation and venues involved in the Competition or the Prize. In particular, you shall comply with all health and safety guidelines and instructions and all applicable legal and regulatory requirements.

8.8 You are not entitled nor authorised in any way to commit Midlands 103 to any contract, expense or cost entered into or incurred without its advance written acceptance of the same. No variation of these Terms is effective unless approved by an authorised representative of Midlands 103 in writing.

8.9 Passport control and in-country authorities will reserve the right to refuse entry. If you are refused passage and or entry/exit to or from the country being visited, any additional costs incurred will be your sole responsibility.

8.10 Any flights, other transport, airport details, accommodation or other aspects of the Prize, dates and times quoted by Midlands 103 or its agents are for guidance only and are subject to change without notice with no liability arising. You must have sufficient financial resources to meet any financial commitment which they may incur in connection with the Prize beyond those included in the Prize itself (including, without limitation, transfers to and from an Irish airport, meals and drinks).

8.11 You must comply with and are responsible for attending to any inoculation and health regulations required for your destination.

## **9. Ticket give-aways**

9.1 In the case of prizes in the form of free tickets, ticket holders shall be bound by the event promoter's terms and conditions together with those set out on the ticket and the rules and regulations of the venue.

## **10. Confidentiality**

10.1 You undertake not at any time to disclose, reveal, communicate or otherwise make public any information relating to Midlands 103, its business, personnel, servants, agents or officers to anyone.

10.2 You may not publicise your involvement in the competition or the fact that you have won a prize without the prior written permission of Midlands 103.

## **11. Publicity**

11.1 Winners must as a condition of the prize participate in all required publicity.

11.2 You shall not without the specific prior written consent of Midlands 103 publish or disclose any information in connection with the Competition or the Prize (in particular, without limitation, to a representative of the media, in whatever form). You shall not be entitled to give interviews or be involved in articles or reports in respect of the Competition or the Prize with any third party. All rights in relation to the Competition and the Participant's involvement therein shall vest exclusively with Midlands 103.

11.3 You agree to undertake as requested by Midlands 103 all interviews, Competitions and other activities and to the reproduction publication exhibition transmission and broadcast by all means and media throughout the world at the discretion of Midlands 103 in perpetuity.

11.4 You hereby grant and assign to Midlands 103 (to the extent that it is has the rights to grant the same) the entire copyright and other intellectual property rights in the Competition and your involvement in the Competition (including, without limitation, all interviews, pictures, audio, audio-visual, whether your appearance is featured or incidental) in all media and technology (the "Products"), and where such Products are not in existence at the date of this Agreement, by way of present assignment of future assignment. This assignment shall include the right for Midlands 103 to amend or otherwise adapt such Products and/or use such Products in conjunction with any other material and to use, distribute and/or broadcast such products in all media and all formats (including transmission by way of analogue transmission, digital audio broadcasting, internet, satellite, television, film, cable or telephony) and to licence any other persons to do so, in each case for such purposes as Midlands 103 may in its absolute discretion determine.

11.5 Without limitation to any other rights under this Agreement, Midlands 103 shall be entitled to refer to your association with the Competition and the Prize in all publicity, marketing and Competition material in connection therewith.

## **12. Intellectual Property**

12.1 In the case of competitions which require you to submit audio recordings you grant to Midlands 103 the unconditional and irrevocable right to broadcast the audio recording(s) submitted by you by live or deferred transmission in all formats (including, without limitation, analogue, digital, internet, cable, satellite and telephony broadcasts). This shall include the right to alter, edit and compile the audio recording in any way whatsoever. You confirm that the use by Midlands 103 of the audio recording submitted will not infringe any third party rights and shall indemnify Midlands 103 for any loss, damage or liability arising in connection therewith.

12.2 You represent and warrant that you have the right, power and authority to grant the rights set out above and that you have obtained all consents and permissions in respect of the same.

12.3 For the avoidance of doubt, all rights in the name and title of the Competition and the format rights for the Competition will vest exclusively in Midlands 103 for its own use (in its absolute discretion).

### **13. Midlands 103 - exclusion of liability**

13.1 Midlands 103 is not liable in any way for any costs, expenses, damages, liability or injury arising out of or in any way connected with the competition or prizes other than those costs and expenses specifically provided for in the prize (if any). This exclusion does not include any liability for negligence by Midlands 103 or death or personal injury arising out of such negligence.

13.2 Midlands 103 accepts no liability (and excludes all liability) for any loss of profit, business, contracts, revenues or anticipated savings or for special, direct, indirect or consequential loss of any nature howsoever arising.

13.3 Midlands 103 shall not be liable to perform any of its obligations under the competition or in respect of the prizes where it is unable to do so as a result of circumstances beyond its control and shall not be liable to compensate you in such circumstances.

### **14. General**

14.1 You undertake the Competition at your own risk and agree to indemnify Midlands 103 and its radio stations and employees against all costs, losses, damages, expenses and liabilities (including for loss of reputation and goodwill and professional advisors fees) and any claim arising from your own actions in any way in connection with the Competition, the Prize or a breach of your obligations hereunder.

14.2 There is no fee payable to you in respect of your involvement in the Competition.

14.3 You are obliged to take all reasonable steps to ensure the safety standards and the general appropriateness of activities undertaken during the Competition and acknowledges that all activities are undertaken at your own risk.

14.4 Midlands 103 is not liable in any way for any costs, expenses, damages, liability or injury arising out of or in any way connected with the Competition. This limitation does not exclude any liability for negligence by Midlands 103 or death or personal injury arising out of such negligence.

14.5 Midlands 103 reserves the right to forfeit your place on the Competition or the Prize (without liability or compensation) if, in its opinion, you may expose yourself or others to risk of illness or injury or to the cancellation, disruption, or curtailment of the Competition.

14.6 In the case of on-line competitions you acknowledge that the internet is not a secure medium and information submitted to competitions hosted on websites owned or controlled by Midlands 103 may be accessed by third parties. Midlands 103 accepts no liability in such cases.

14.7 These Terms shall be governed and construed in accordance with English and Irish Law.

14.8 These Terms represent the entire agreement between the parties relating to the Competition or the Prize (unless otherwise expressly confirmed in writing by Midlands 103) and supersede all prior representations, agreements, negotiations or understandings (whether oral or in writing). Except as specifically set out herein, all conditions, warranties and representations expressed or implied by law are excluded. For the avoidance of doubt, no information of any nature about the Competition or the Prize or any of these Terms should be relied upon unless confirmed in writing by Tindle Radio. The invalidity, illegality, or unenforceability of the whole or part of a Term or Condition does not affect or impair the continuation in force of the remainder

of the Terms.

14.9 The failure to exercise or delay in exercising a right or remedy provided hereunder or by law does not constitute a waiver of the right or remedy or waiver of other rights or remedies. These Terms shall be governed by and interpreted in accordance with English and Irish law and the parties irrevocably submit to the exclusive jurisdiction of the English and Irish courts.

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