

Terms & Conditions

- Competition ends Sunday 30th April 2017 at 23:59
- A winner will be chosen at random from all entrants and announced on Monday 1st May 2017
- TRISudbury will notify the winners by email
- The giveaway is in no way sponsored, endorsed or administered by Facebook
- The prize is entry to the Sudbury Triathlon only and does not include travel to and from the event or accommodation before or after the event
- The winner of the prize is bound by the terms and conditions of the Sudbury Triathlon
- By entering you confirm that you are at least 16 years of age at the time of entry
- The prize is as stated and no alternatives will be offered
- The prize is non transferable, non returnable, non refundable, non exchangeable
- Prize needs to be claimed within 10 working days by replying to the winning email with your contact details for race entry
- We reserve the right to request proof of a prize winner's identity in the form of a driver's licence and proof of address in the form of a utility bill. In the event that a prize winner cannot provide us with proof of identity reasonably acceptable to us, we may withdraw the prize and select another prize winner
- Any tax payable as a result of a prize being awarded or received will be the responsibility of the winner. Winners should seek independent financial advice prior to accepting a prize if this is a concern
- We make no representation or warranty in relation to the prize provided and to the fullest extent permitted by law we shall have no liability to you in relation to any prize
- All stated prize values are at the current entry fee to the Sudbury Triathlon and are correct at the time of printing. We take no responsibility for any fluctuations in prize values

COPYRIGHT

- By entering our Competitions all entrants:Assign to us all rights (including present and future copyright) in their entry and their publicity materials in all media (including, without limitation, the internet) and whether in existence now or created in the future;Agree not to assert any moral rights in respect of their entry and the publicity materials (wherever and whenever such rights are recognised) against the Promoter, its assigns, licensees and successors in title;Undertake to us that their entry is not in breach of any third party intellectual property rights and will not contain anything, which is defamatory, indecent, harassing or threatening and that they will indemnify us for any loss, damage or liability arising should this turn out not to be true. If relevant, we reserve the right, but not the obligation (and without limiting entrants' warranty and indemnity as set out above), to screen, filter and/or monitor information provided by the entrant and to edit, refuse to distribute or remove the same;Confirm that they have the right, power and authority to grant the rights set out above and that they have obtained all consents and permissions necessary to grant us the same.For the avoidance of doubt, all rights in the name and title of the Competition and the format rights for the Competition are our sole property and we may exploit the same our absolute discretion.

TAMPERING AND OTHER MATTERS

- If for any reason any Competition is not capable of running as planned as a result of any (including but not limited to) technical failures, unauthorised intervention, computer virus, mobile network failure, tampering, fraud or any other causes beyond our control which corrupt or affect the administration, security, fairness, integrity or proper conduct of a Competition, we reserve the right to cancel, terminate, modify or suspend the Competition and/or any draw/s or judging related to the Competition and/or to disqualify any individual who (whether directly or indirectly) causes (or has caused) the problem

TERMINATION OF COMPETITION

- The Promoter may vary the terms of, or terminate, a Competition at any time at its absolute discretion without liability to any contestant or other person. The Promoter will not award the prize if the Competition is terminated

DECISIONS FINAL

- All our decisions relating to the Competition and/or redemption of the prizes are final. No discussions or correspondence with entrants or any other person will be entered into. Tiebreakers, disputes, conflicts, questions or concerns will be managed by us and, if required by law, by an independent adjudicator. Where a Competition involves voting, the accuracy of the pooled results received and published by us will be deemed to be final and binding and no correspondence will be entered into.

FAILURE TO ENFORCE TERMS AND CONDITIONS

- A failure by us to enforce any one of the terms and conditions in any instance(s) will not give rise to any claim or right of action by any entrant or prize winner, nor shall it be deemed to be a waiver of any of our rights in relation to the same.

EXCLUSION OF LIABILITY

- Except as specifically set out herein and to the maximum extent permitted by law, all conditions, warranties and representations expressed or implied by law are hereby excluded. To the fullest extent permitted by law, we hereby exclude and shall not have any liability to any entrant or prizewinner in connection with or arising out of any Competition howsoever caused, including for any costs, expenses, forfeited prizes, damages and other liabilities, provided that nothing herein shall operate so as to limit or exclude our liability for personal injury or death caused by our negligence. For the avoidance of doubt, this paragraph shall also apply in respect of any prize provided by a third party provider. In the event that any provision of these General (or any Specific) Terms are held to be illegal, invalid, void or otherwise unenforceable, it shall be severed from the remaining provisions which shall continue in full force and effect.

LAWS

- These General Terms (and any Specific Terms) shall be construed in accordance with and governed by the laws of England and Wales.
- Any questions should be sent to marketing@trisudbury.co.uk