

# Love Da Beat Radio: Competition GENERAL Terms & Conditions

## THESE TERMS AND CONDITIONS

1.1 The following terms and conditions are our “**General Terms**” and they apply to every “**Competition**” (including but not limited to prize draws, giveaways, skill and talent competitions) that we, Love Da Beat Radio, promote and administer including without limitation on radio, in magazines, online and/or on mobile.

1.2 Each Competition may also have its own specific terms and conditions explaining how to enter, what the opening/closing dates and times are, what the Competition winner’s prize will be etc. These “**Specific Terms**” will, as applicable, be broadcast on-air, published in the relevant magazine and/or published on the website of the radio station, magazine, or webpage that is promoting the particular Competition.

1.3 These General Terms shall apply in addition to any Specific Terms which may also be in place for a Competition or prize draw on any platform. You should always read these General Terms together with the Specific Terms. If any Specific Terms conflict with these General Terms, the Specific Terms will prevail.

1.4 These General Terms may be amended at any time without prior notice. We may change these General Terms at any time so you should check this page regularly for any changes. Changes will apply from the date that they are published on this page. It is your responsibility to ensure you review the current General Terms as well as Specific Terms before entering any Competition or prize draw of the Promoter.

1.5 By entering any Competition you are accepting that you will be legally bound by these General Terms and the applicable Specific Terms. If you do not agree with any aspect of the General Terms or Specific Terms then you should not take part in the Competition.

1.6 We recommend that you print and store or save a copy of these terms and conditions for future reference during the Competition.

## 2. THE PROMOTER OF EACH COMPETITION

2.1 The “Promoter” of a Competition is the person legally responsible for administering it. For our Competitions, unless otherwise specified in Specific Terms, or where a Competition is run on behalf of a third party, the Promoter will usually be either: Love Da Beat Radio Limited (with company number 10855832), a company registered in England with registered offices at Love Da Beat Radio Limited 140 – 142 High Street, Penge, London, SE20 7EU.

2.2 Generally, Love Da Beat Radio Limited will be the Promoter of Competitions administered by our magazines, and Love Da Beat Radio Limited will be the Promoter of Competitions administered by our radio station, but if you are unsure you should check who the Promoter is in the Specific Terms or by contacting us.

2.3 If you have any concern in relation to any of our Competitions, you can contact us by:

(a) first, contacting the publication or radio station which promoted the Competition using the contact details provided in the Specific Terms; or

(b) if you have entered a Competition on one of our “Winsomething” or “Winit” web-pages, please email: [info@lovedabeatradio.co.uk](mailto:info@lovedabeatradio.co.uk); and

(c) if you are not satisfied with the initial response from the publication, radio station or Winsomething (as applicable), please email : [info@lovedabeatradio.co.uk](mailto:info@lovedabeatradio.co.uk) or write to the relevant Promoter at:

- Love Da Beat Radio, 140 – 142 High Street, London, Penge, London, SE20 7EU

In all correspondence please state the name of the Competition and the name of the print / digital publication, radio station or website which promoted it.

### 3. ELIGIBILITY RULES FOR OUR COMPETITIONS

3.1 Entrants must meet all eligibility requirements as specified in the Specific Terms. Entrants must be residents of the United Kingdom and must be aged 18 years or over at the time of entry, unless specified in the Specific Terms or otherwise. The Promoter will not deliver any prizes to any address outside the United Kingdom.

3.2 Where Competitions are open to children (aged 15 or younger) and/or young persons (aged 16 or 17), the age requirements for the Competition will be publicised in the Specific Terms as applicable. We reserve the right to request parental permission for children or young persons to enter and/or require that a release form be signed if we feel in our sole discretion that this is appropriate.

3.3 Certain Competitions may have additional eligibility requirements such as residential postcodes, valid passports, visas, driving licences, good physical health etc. All eligibility requirements will be detailed in the applicable Specific Terms.

3.4 Whether any eligibility requirement has or has not been met is always at our sole discretion and we may require evidence or confirmation from entrants before awarding prizes.

3.5 Love Da Beat Radio employees and their immediate families (including any live-in partner) and the employees of any third-party sponsors, prize providers or their immediate families are ineligible to enter. Any such entries are invalid.

3.6 Use of a false name or address will result in disqualifications.

3.7 Entries made online using methods generated by a script, macro or the use of automated devices will be void. Further information appears at 4.10.

### 4. ENTRY AND ENTRY METHODS

4.1 **Premium rates:** Some Competitions may be entered by premium rate calls or texts. We will clearly identify when this is the case and the following additional conditions will apply to such Competitions:

a) you should always have the bill payer's permission to enter using a premium rate method;

b) we will always state the amount of any additional cost to your normal cost of calling or texting as accurately as possible. However, network providers may charge varying amounts for these types of call, so the total cost of your call may be more than we state. We encourage you to check with your network provider;

- c) invalid or unsuccessful entries made via these methods may still be charged. Entries that are submitted before lines open or after lines close will not be entered in the Competition but you may still be charged for your call or text
- d) where entry is by telephone, entries that are submitted before lines open or after lines close will not be entered in the Competition but we cannot guarantee that entrants will not be charged for the call or text made.
- e) where a Competition allows you to enter using SMS, you need to have a compatible phone and be using a network provider and on a tariff that permits text messages to our premium rate number (if applicable). SMS entries are deemed to be received on arrival, not when they are sent from your handset. SMS entries must be sent to the correct number or shortcode and must include the correct keywords or other answer format set out in the Specific Terms. Entries which fail to do so will be invalid.
- f) In order to enter SMS entrants should send an SMS to the shortcode as advertised and/or indicated in the Specific Terms. The charge per SMS will be the cost indicated in any SMS invitation to enter and/or any Specific Terms (if premium rate) plus any applicable standard network charges. The total cost of an SMS (whether premium rate or standard network rate) will be dependent on an entrant's own network. If you fail to pay for any entry which has an entry fee, we may exclude that entry and any associated bonus free entries.
- g) SMS entrants to premium rate SMS competitions will receive an SMS text message confirming their entry. SMS entrants may opt out of receiving additional marketing messages at any time (please see section 9 of these General Terms).
- h) By choosing to enter by SMS text message, you agree to receive marketing communications from us in respect of similar products, services or Competitions. You can opt out of receiving further marketing by texting STOP to the relevant shortcode number. Texting STOP will cost one standard network rate message.
- i) We will always comply with the Phone-paid Services Authority ("PSA") code of conduct in relation to premium rate Competitions. PSA is the UK regulator of premium rate services and you can access their details here: <http://psaauthority.org.uk/for-consumers>. Any data collected from entrants by PSA may be used by PSA for regulatory purposes.

#### 4.3 On-Air Competitions

In relation to on-air Competitions, time constraints mean that we will proceed to the next caller if any caller does not answer our call promptly or if the telephone line drops out or breaks up during our call. We will have no liability to any caller who does not answer our call promptly for whatever reason, or to any entrant who loses signal, is inaudible or who is cut off by virtue of any technical, network, signal or systems failure. In addition, if a contestant or winner cannot be contacted by us to participate or enter any on-air Competition (including where a third party answers the telephone on the contestant's behalf) we reserve the right to disqualify that person and to select a replacement contestant or winner (whichever is applicable).

For clarity, we may also record (and store) audio recordings of entrants off-air which may be broadcast on-air at a later time at our sole discretion. Any such recording will only take place after the entry period to a Competition has closed and never when phone lines (or any other entry routes) are still open.

#### 4.4 Online Giveaway Competitions

Online entry: Unless otherwise indicated or in accordance with any Specific Terms, online entry to our Competitions is free of charge. Online entrants are required to follow the instructions on the website as indicated in the Specific Terms. Internet service providers' fees may apply when accessing the internet. By using the website, entrants also agree to the [Website Terms and Conditions](#).

Online Giveaway Competitions via Instagram, Facebook or Twitter are free to enter. You simply need to visit one of our participating websites and enter by following the on-screen instructions. You will be asked to give your email address and then click onto the 'Enter This Competition' button to enter the Competition. There is a limit of one (1) entry per household per day, per URL on which the Online Giveaway is displayed. You will often be asked to complete a question before entering your email address - this helps us to ensure that entries received are from true Competition lovers and not from computer generated programmes otherwise known as 'robots.' We reserve the right to offer multiple giveaways simultaneously on our various websites. Online Giveaway Competitions are open to residents of the UK (including Channel Islands &Eire).

#### **4.5 Postal Entry**

Where a Competition allows postal entry (as per any Specific Terms), postal entrants may enter the promotion by mailing their full name and a contact telephone number or other method of contact (as applicable), as well as any other required information and/or material to the postal address as specified in the Specific Terms. Entries must be sent on a postcard or on or within an envelope. Entries received on anything other than a postcard or envelope will not be valid or accepted. In the case of multiple entries received in a single envelope or postcard, only one entry will be entered into the promotion. Entries sent by post must be received at the relevant postal address specified for entries by the closing date and time for receipt of entries. Postal entries without correct and sufficient postage paid will be invalid and will be void. For the avoidance of doubt, personal and hand deliveries are not accepted. Proof of posting of any postal entry will not be proof of our receipt of that entry.

Entries must not be sent in through agents, third parties or on behalf of another person unless otherwise specified in the specific terms. Such entries are void. Bulk entries are void and cannot be accepted.

#### **4.6 Voting Terms and Conditions**

The following terms and conditions apply to all voting Competitions together with any Specific Terms.

1. Votes made or received outside the specified time will not be counted but may still be charged.
1. The Promoter in their sole desertion at any time, may suspend, withdraw or re-set any voting and/or may change times for voting and participating,

#### **4.7 Decision making**

In the event of any fault, mistake, misunderstanding or dispute concerning the correctness or acceptability of any answer or response given by an entrant, or the operation of any part of the Competition or prize draw service, networks or systems, the decision of the Promoter shall be final and no correspondence will be entered into.

#### **4.8 Deficient entries**

In all Competitions, we reserve the right at any time to reject any entries that are incomplete, incomprehensible, incorrect, inaudible, lost, damaged in any way, made or received after the deadline for receiving entries has passed or which are otherwise deficient or not in accordance with the General Terms or Specific Terms. We also reserve the right to reject entries that are unlawful, indecent, racist, inflammatory, defamatory or which we consider to be otherwise harmful or offensive in any way. We accept no responsibility for any late, lost or misdirected entries including but not limited to texts, calls or emails not received due to technical disruptions or issues, network congestion, loss in service of online entry mechanisms, computer or technical errors or any other reason. We cannot enter into correspondence with entrants who experience difficulties when entering online. Any entries received which are in any way in breach of these General Terms or Specific Terms will be void and will be disqualified from the Competition.

#### **4.9 Names**

Entrants must enter Competitions using their legal name once only. We reserve the right to disqualify any entrant who uses multiple names and to require them to return any prize they may have won. We also reserve the right to ask any entrant to produce a form of personal identification in order to verify their identity or any other eligibility requirements as necessary.

#### **4.10 Manipulation of services**

We are committed to operating our Competitions fairly and transparently and preventing any abuse of our Competitions and systems.

For this reason we reserve the right to disqualify and/or discount entries if we have reasonable grounds to suspect, in our sole discretion, having regard to all the circumstances and information available at the relevant time, any of the following:

- activity has occurred that is designed to excessively manipulate the Competition; or
- entries have been made in breach of the General Terms or Specific Terms; or
- there has been any activity which we consider is designed to unfairly influence the Competition and/or provide an unfair advantage to the entrant including without limitation use of automated or semi-automated technology; or the making or disguising of multiple entries by an individual entrant using multiple different phone numbers (or other details on which limits on number of entries are based), false names, addresses or any other information.

Unless otherwise permitted pursuant to the applicable Specific Terms or unless it is an Online Giveaway Competition, if we have reason to believe that an individual entrant to our Competitions has made multiple entries using different phone numbers, names, email addresses, or social media pages (or other details on which limits on number of entries are based) from any one entry platform then we will treat this as an attempt to unfairly influence the Competition and all entries submitted by that entrant will be void.

#### **4.11 Prize Limits**

The prize is as specified in the Specific Terms. Unless otherwise stated in the Specific Terms, each entrant is limited to winning one prize per Competition. There is no limit on the value of a single prize that may be provided to the individual winners of a Competition. However, no person or persons at the same residential address may win more than one prize valued at £500 or more via any of our Competitions in any given six (6) month period.

If a previous winner (of a prize valued at £500 or more in the last six months) is drawn at random in a subsequent Competition, or subsequent round of the same Competition within six months then they will be disqualified, and another entrant will be drawn. If it emerges after a winner has been awarded a prize that they are a previous winner of a prize valued at £500 or more in the last six months, in breach of these terms and conditions, they will be excluded and the prize shall not be paid or delivered to them. If the prize has already been paid or delivered, this must be returned immediately upon request. For clarity, it is possible to be drawn more than once to play a Competition and if an entrant has not previously won a prize valued at £500 or more in the last six months, they are eligible to play the same Competition again.

All prizes are subject to availability and to us successfully contacting the winner and confirming eligibility and compliance with both the General Terms and Specific Terms.

#### **4.12 Retrospective Effect**

Where an entrant or prize winner has been found to be in breach of any of the terms and conditions of a Competition and in particular where a person is in breach of the entry restrictions, we reserve the right

to disqualify that person and require the return or reimbursement to us of any prize even where a prize has been awarded and/or actually provided to the entrant or prize winner in question.

## 5 PRIZES

5.1 We reserve the right (when reasonably required to do so) to replace the stated prizes with prizes that we consider to be of broadly equivalent value. We offer no cash alternative for non-cash prizes and prize winners must accept prizes in the form offered and where applicable, in accordance with the terms and conditions in place from a third party prize provider. Where a prize is won by a person younger than 18, we reserve the right to award the prize to the prize winner's parent or guardian on behalf of the prize winner.

5.2 All prize winners will be notified that they have won a prize within twenty-eight (28) days of the closing date of the Competition via at least one of the following methods:

- (a) by telephone;
- (b) by email;
- (c) in writing; or
- (d) on-air at the time of winning (in the case of on-air Competitions);

5.3 Prizes will be despatched to the winners via the UK mail service, unless otherwise stated. We will not be liable for any prizes which are lost, delayed or damaged in the post for reasons beyond our reasonable control. Further details will be set out in the Specific Terms and/or given to winners when they are notified that they've won.

5.4 Prizes will only be delivered to an address within the UK. Should a prize winner's contact details change, it is solely their responsibility to notify us or the contact person(s) detailed in the Competition's Specific Terms.

5.5 We reserve the right to ask any prize winner for a form of personal identification in order to verify they are who they say they are, be that in the form of a passport, driver's licence or any other form of personal identification. We also reserve the right to ask any prize winner for some proof of address, be that in the form of a utility bill, bank statement or any other valid proof of address (in our sole discretion).

In the event that a prize winner cannot provide us with (i) a valid form of personal identification; and/or (ii) valid proof of address (both of which are reasonably acceptable to us, judged in our sole discretion), we reserve the right to withdraw the prize and select another prize winner.

5.6 All prizes are subject to availability, are non-transferable and are also non-exchangeable. Where prizes consist of entry tickets, attendance at events, holidays and similar time-specific benefits, they must be taken on the dates specified by us (or any relevant third party provider). Prize winners will forfeit any element of their prize that they do not take at the time stipulated in the Specific Terms. No cash will be awarded in lieu of that prize or any part of it.

5.7 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.

5.8 Any tax or other charges payable as a result of a prize being awarded or received will be the sole responsibility of the winner. Winners should seek independent financial advice prior to accepting a prize if this is of concern.

5.9 We make no representation or warranty in relation to prizes provided and to the fullest extent permitted by law we shall have no liability to you in relation to any prize, its fitness for purpose, merchantability or otherwise. We reserve the right to disqualify entrants from entering our Competitions or prize winners from receiving their prizes where any such person engages in unsafe, illegal, unsociable or inappropriate behaviour.

5.10 All stated prize values are at the supplier's recommended retail price in pounds sterling and are, to the best of our knowledge and belief, correct at the time of printing. We take no responsibility for any fluctuations in prize values. We award cash prizes in the form of a cheque in the name of the prize winner. Any other arrangement will be at our discretion.

5.11 No additional, further or other costs or expenses are included in any prize unless stated. For example, the costs of transport to and from a venue for an event are not included and any accommodation prize includes basic room charge only.

5.2 Third party suppliers of prizes may also often stipulate their own terms, conditions or restrictions and all prize winners agree to be bound by these. Subject to paragraph 19.2, shall have no liability in relation to any prize provided by a third-party provider.

5.12 As far as it is lawful to do so we exclude our liability for any losses suffered in connection with the Competition or any element of the Prize.

## 6. HOLIDAY PRIZES

6.1 Due to their complexity, these additional terms apply to holiday prize winners and (if the holiday is for the prize winner 'plus guest(s)') any travelling companion that accompanies the prize winner on the holiday as their "Guest".

6.2 Unless otherwise expressly stated in the Specific Terms, holiday prizes:

(a) and any elements comprising a holiday prize including travel and/or accommodation must be taken up during one period, and not on non-consecutive dates;

(b) do not include insurance. It will be the responsibility of each prize winner (and, if applicable, each Guest that accompanies them) to take out at their own cost, all relevant insurance (including but not limited to health and travel insurance, insurance for theft, loss and damage to property) which may be required or prudent to obtain;

(c) consist of economy class flights (if the holiday is overseas) and accommodation only (on a room only basis) and do not include airport departure or government taxes (where applicable), spending money, airport transfers, speedy boarding, any additional luggage allowance or any other expenses in relation to recreational activities, food and drink consumption, activities, other travel expenses or otherwise. These must be paid by the prize winner (and their Guests);

(d) must be taken within six (6) months of the closing date of the relevant Competition or the prize will lapse with the winner being entitled to no further prize or reward in its absence; and

(e) are subject to any prize provider terms and conditions in place from time to time, which will apply to the prize winner (and their Guests) as well.

6.3 It is the responsibility of the prize winner (and, if applicable, each Guest that accompanies them) to ensure their ability to travel to their holiday destination and return home, and, in particular, to:

- (a) ensure that they have a valid passport endorsed with all relevant visas and with expiry date no less than six (6) months following the proposed dates of travel or such other duration as may be required by any relevant regulation. These passports, and their holders, must not be subject to any restrictions on their rights to travel to and from the applicable country or countries. Passport control and in-country authorities may reserve the right to refuse entry to prize winners and/or their travelling companions;
- (b) check any travel advisories issued by the Government and determine whether they wish to accept the risk of travelling to the holiday destination;
- (c) obtain any inoculation and comply with any health regulations required by any holiday prize destination country;
- (d) comply with the terms and limitations of airlines, other transport providers, and the venues involved in the provision of any holiday prize, including any insurance policy relating to the holiday. In particular, entrants must comply with all health and safety guidelines and instructions and all applicable legal and regulatory requirements; and
- (e) where the United States of America is a holiday prize destination, to apply for an Electronic System for Travel Authorisation (ESTA) for each person that is travelling. Applications must be submitted no later than three (3) days prior to the departure date. Should this form not be lodged by both the winner and their Guest(s) within this time, they will be ineligible to enter the United States of America and will therefore forfeit their holiday prize.

6.4 We will not be responsible for any loss or damage suffered by any prize winner (and/or any Guest that accompanies them) that arises out of their failure to arrive at any holiday destination or return home from any holiday destination, nor will we have any obligation to substitute an alternative prize, cash equivalent or other compensation where a prize winner (and/or their travelling companion) is unable to travel to any holiday destination or fails to redeem a holiday prize for any reason.

## 7. **EVENTS PRIZES**

7.1 Where the prize for any of our Competitions involves the winner's attendance at (or tickets to) an event, the prize winner acknowledges that we are not liable or responsible if any part of the event is cancelled, varied or rescheduled for any reason. If this means that the winner (and/or any accompanying Guests) cannot attend the relevant event, we shall be under no obligation to provide any alternative prize, cash equivalent or alternative tickets.

7.2 If a Competition that you participate in or a prize that you win involves travel, stunts or physical challenges you should notify us of any medical condition that you (and, if applicable, your Guests) have and at our absolute discretion we may require you (and your Guests) as a condition of entering the Competition or receiving the prize to:

- (a) submit to a medical examination by a medical practitioner approved by us and to obtain medical clearance to participate in the Competition and/or redeem the prize; and/or
- (b) execute a legal document to exonerate us from liability in a form prescribed by us in order to participate further in the Competition and/or redeem the prize.

7.3 Where prizes comprise or include "meet and greet" elements with celebrities, the prize may be subject to the availability of the celebrity in question and we will have no liability for any inability or failure of any prize winner to attend any "meet and greet" session offered on



any date nor will we offer any alternative prize or cash alternative or compensation for such failure. We cannot guarantee that the celebrity will fulfill all elements of the prize and accept no liability in this regard.

## 8. WINNER CONTACT AND CLAIMING PRIZES

8.1 The winner will be contacted as soon as practicable on or after the draw date or judging date (as appropriate) as indicated in the Specific Terms. Reasonable efforts will be made to contact a winner on the contact details provided when entering the Competition. Unless the prize is time critical or time sensitive, all prizes must be claimed within twenty-one (21) days of our notification of winning unless otherwise stated.

8.2 We reserve the right to award prizes unclaimed after these periods to alternative entrants or not to award them at all. If you call to claim a prize from a "withheld number" line, you must provide us with your contact details: otherwise we may be unable to contact you and you may as a result forfeit your prize.

8.3 Where the prize must be taken up within 1 month of the close date of the Competition, the Competition will be considered "time critical". As a winner needs to be found before the time to take up the prize passes, the Specific Terms will indicate the date(s) when entrants must be contactable and the Promoter will try to contact the winner on the contact details provided.

8.3 If the winner cannot be contacted or successful contact is not made within the time periods set out in clauses 8.1 to 8.3 above, or as otherwise set out in the Specific Terms (as applicable), or if the winner fails to meet any of the eligibility requirements or is otherwise unable to comply with the General Terms or Specific Terms, 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.

8.4 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, and where applicable, compliance with the Ofcom Broadcasting Code. Failure to comply with instructions, itineraries, rules, restrictions, requirements, laws and guidelines may result in an invalid entry and/or forfeiture of the prize.

## 9 PUBLICITY AND PERSONAL INFORMATION

9.1 Information and data ("personal data") supplied by entrants when entering our Competitions will be held by us and may be used by us and if applicable our service providers, network operators and suppliers for the purposes of administering and fulfilling the Competition and in accordance with our [privacy policy](#). You should always read our [privacy policy](#) in addition to these General Terms and the Specific Terms. By entering a Competition you agree to this use of your personal data. An entrant may have their details removed from our database by contacting the [Data Protection Officer](#). If details are removed prior to the conclusion of the Competition and/or award of prize(s), entrants will forfeit their right to claim any prizes.

9.2 If you are required to submit a third party's personal data to enter or participate in a Competition, you must ensure that the person whose details you submit has given their consent for you to provide us with their personal data.

9.3 It is a condition of entry to all our Competitions that we have the right to publish and/or broadcast the first name, home town, character, likeness and voices of Competition entrants and winners.

9.4 In particular, entrants consent to their entries to radio Competitions being read out on-air and/or to their conversations with our presenters or playing of a Competition being broadcast on-air and communicated to the public on our website/social media pages or otherwise, in our

sole discretion. For clarity, we may also record and store audio recordings of entrants off-air which may be broadcast on-air at a later time at our sole discretion.

9.5 Entrants, particularly prize winners and their guests if applicable, may be required to participate in photo, recording, video and/or filming session(s). You agree that we shall have the right to use all the resulting publicity materials in any media and in any manner, we see fit, unless you advise us at the time of entering the Competition that you wish to retain your anonymity. 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 guest'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 due.

9.6 If you elect for anonymity, we may not be able to include you in certain Competitions. This includes providing these materials to our third-party prize providers for the purposes of promoting their association with the Competition and awarding the relevant prizes. No fees shall be payable to any entrant in relation to the use of publicity materials.

9.7 By choosing to enter any our Competitions by premium rate SMS text message, you will be indicating that you consent to receiving marketing messages from us. You may opt out of receiving further marketing at any time by texting STOP to one of our entry shortcodes. Texting STOP will cost one standard network rate message. Each entry to a Competition on the same entry shortcode, will be counted as a fresh opt-in to marketing.

9.8 The Promoter and/or a prize provider may send personal data of Competition entrants to third parties outside the European Economic Area, for the purposes of administering the Competition and by entering you agree to such transfer for these purposes.

## 10 PHOTOGRAPHS AND VIDEOS

10.1 If a Competition requires entrants to submit a photograph and/or video clip to enter or participate in a Competition:

- (a) entrants warrant that they are the person in the photograph or video and/or they have prior consent from all persons in the photograph or video to submit it as part of their entry (or the consent of a parent or legal guardian for any persons under 18 in the photograph/video);
- (b) entrants agree that we have the right to publish and communicate to the public the photographs in any media without restriction or limitation throughout the world and not only for the purposes of the Competition;
- (c) entrants acknowledge that we may edit the photographs or video in our sole discretion;
- (d) entrants agree that we have the right to use names, likenesses and other personal information submitted in conjunction with the photograph or video;
- (e) entrants agree not to bring any actions, suits, claims and demands against us in respect of defamation or any infringement or violation of any personal and/or property rights of any sort from our use of their Photograph or video;
- (f) entrants unconditionally waive their right to seek or obtain an injunction to prevent or restrict our use of the Photographs; and
- (g) entrants aged under 18 shall have obtained the consent of a parent or a guardian (and will provide us with the contact details we need should we wish to verify this).

## 11 PRIZE DRAWS

11.1 Where any prize is awarded via a prize draw, prize winners will be chosen at random from all qualifying entries within twenty-eight (28) days of the Competition closing date.

11.2 If we become aware that the same person has been selected as a prize winner more than once, we will draw another name.

## 12 COPYRIGHT

Where entrants are required to submit a contribution (which may include but is not limited to photograph(s), video, audio, live-media images, drawings, essays and/or other similar designs or artistic works) as part of their entry, entrants warrant that they have all the rights necessary to submit the contribution and have the right to grant to Love Da Beat Radio a non-exclusive royalty-free licence in all copyright therein, for use worldwide and in perpetuity. Entrants hereby warrant that they have all the rights necessary to submit the contribution and have the right to grant this licence to Love Da Beat Radio. It is recommended that entrants send in copies rather than original material as such material will not be returned unless otherwise specified in the Specific Terms.

12.1 By entering our Competitions all entrants:

(a) 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;

(b) agree not to assert any moral rights in respect of their entry and the publicity materials (wherever and whenever such rights are recognised) against Love Da Beat Radio, its assigns, licensees and successors in title;

(c) 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;

(d) 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.

12.2 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.

## 13 MINORS

13.1 If any prize winner is a child or young person (i.e. under the age of 18) we may require that the terms and conditions applicable to the Competition (including these General Terms) be signed by the prize winner's parent or legal guardian before the prize is awarded. Any such prize may at our discretion be awarded to the prize winner's parent or legal guardian.

13.2 Holiday prizes are not available to persons under the age of 18 without written consent from a parent or legal guardian and unless accompanied by a parent or legal guardian.

13.3 Where entrants or prize winners are required by us to sign a release or other document before participating in a Competition and/or redeeming a prize and the entrant and/or prize winner is under the age of 18 years, such document must be signed by that person's parent or legal guardian prior to their participation in the Competition and/or the prize being awarded.

#### **14 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.

#### **15 RESPONSIBILITY FOR TAKING UP A PRIZE**

Obtaining time off work and/or study or related activities to participate in a Competition and/or take a prize will be the sole and absolute responsibility of each contestant. We accept no liability for making alternative arrangements for entrants to enter or finding alternative arrangements or prizes for prize winners who are unable to take up prizes as a result of their own personal circumstances, such as not being available on the necessary dates.

#### **16 TERMINATION OF COMPETITION**

Love Da Beat Radio may vary the terms of, or terminate, a Competition at any time at its absolute discretion if reasonably required to do so. Termination or variation of a competition is without liability to any contestant or other person. The Promoter will not award the prize if the Competition is terminated.

#### **17 DECISIONS FINAL**

17.1 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.

17.2 Tiebreakers, disputes, conflicts, questions or concerns will be managed by us and, if required by law, by an independent adjudicator.

17.3 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.

#### **18 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.

#### **19 EXCLUSION OF LIABILITY**

19.1 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.

19.2 To the fullest extent permitted by law, we hereby exclude and shall not have any liability to any entrant or prize winner 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 19.2 shall also apply in respect of any prize provided by a third-party provider.

19.3 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.

19.4 In relation to all competitions, prize draws, votes and polls promoted by the Promoter:

19.4.1 Nothing in these terms restricts your statutory rights as a consumer.

19.4.2 Nothing in these terms shall exclude or limit our liability for death or personal injury caused by our staff's negligence or for fraud or for any other liability which cannot be limited or excluded by law or regulation.

19.4.3 We cannot guarantee that the services or systems for entering a Competition, will at all times 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 our control. Subject to 19.4.1 and 19.4.2, Love Da Beat Radio, do not accept responsibility where all or any part of the service relating to a Competition is discontinued, modified or changed in any way.

19.4.4 Subject to 19.4.1 and 19.4.2, the Promoter or other Love Da Beat Radio companies ("Love Da Beat Radio") 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 or from accepting any prize whether due to any error, omission by the Promoter, Love Da Beat Radio or its or their employees, agents or others or by any other cause.

19.4.5 Subject to 19.4.1 and 19.4.2, we will not be liable to reimburse the cost or expenses incurred in making a Competition entry where applicable.

19.4.6 Subject to 19.4.1 and 19.4.2, we do not accept responsibility in the event that any entry is lost, delayed or not properly received, registered or recorded or for any incorrectly addressed or undelivered Competition entries, votes or polls or for any disruption, delay or misdirection of such entries.

19.4.7 Subject to 19.4.1 and 19.4.2, we reserve the right to amend any element of a Competition for reasons beyond our reasonable control, including but not limited to the unavailability of the Competition 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. We are not responsible for any loss or damage caused to you as a result of any of these occurrences.

19.4.8 You agree to reimburse the Promoter in respect of any damages suffered by the Promoter or any losses by the Promoter resulting from any claim made by a third party in each case in respect of any matter arising from your use of the services relating to the Competition in breach of the General Terms or Specific Terms or from your violation of any applicable law or regulation.

19.4.9 It is your responsibility to ensure that you control access to any phone number that you use to enter. Subject to 19.4.1 and 19.4.2, the Promoter shall not be responsible for any loss you suffer as a result of Love Da Beat Radio dealing in good faith with anyone other than you who has access to any such number (or any device using any such number).

20     **LAWS**

These General Terms (and any Specific Terms) are available in English only and shall be exclusively governed by and construed in accordance with the laws of England and Wales.

Last updated January 2021