

## House Prize Competition Terms and Conditions

**Please read these Conditions carefully before using the Website and/or entering the Competition.**

### 1. Introduction:

- 1.1 These terms and conditions ("**Conditions**") apply to the use of the Website and entry to the Competition. If you continue to browse and use the Website and/or choose to enter the Competition you are deemed to have read and accepted these Conditions and agree to comply with and be bound by these Conditions which, together with our privacy policy, govern the relationship between the owner of the Website/Promoter and you.
- 1.2 The term "**us**" or "**we**" refers to the owner of the Website/Promoter of the Competition Ava & Jack Limited. The term "**you**" refers to you as a user or viewer of our Website and/or as an entrant to the Competition. The term "**Parties**" shall be used to refer to both us and you together.

### 2. Definitions:

- 2.1 In these Conditions (except where the context otherwise requires) the following words shall have the following meanings:

<b>"Cash Alternative"</b>	The total amount of Entry Fees received less all expenses incurred by the Promoter including administration, marketing and legal which will be a fixed 30% of the total amount of Entry Fees.
<b>"Closing Date"</b>	The earlier of 31 <sup>st</sup> January December 2021, or when the Maximum Number of Entries has been reached
<b>"Competition"</b>	The competition to win the Prize by making a Valid Entry and correctly using your skill and judgement to match the judge's decision on the position of the centre of the ball in the Question (or being the closest to the judge's decision) to: <ol style="list-style-type: none"><li>a) qualify as the Winner, or</li><li>b) qualify as a Finalist for the Tie Breaker and thereafter as the Winner.</li></ol>
<b>"Entrant"</b>	Any person aged 18 who enters the Competition through the Website or via mobile to win the Prize, whose Entry has not been declared void.
<b>"Entry Fee"</b>	£25
<b>"Entry"</b>	The submission of an answer to the Question to enter the Competition (and <b>Entries</b> shall be construed accordingly)
<b>"Finalist"</b>	An Entrant with a Valid Entry as equally close to the judge's opinion as another Valid Entry, who shall qualify for the Tie Breaker.
<b>"Maximum Number Of Entries"</b>	400,000
<b>"Owners"</b>	Mr. Timothy James Peppiatt and Mrs. Alice Peppiatt
<b>"Prize"</b>	The Property or Cash Alternative in accordance with these Conditions

<b>“Promoter”</b>	Ava & Jack Limited
<b>“Property”</b>	30 Greenhill Road, Otford Kent, TN14 5RS
<b>“Question”</b>	The question is a “spot the ball” competition. A ball has been removed from the still image provided. Entrants have to apply judgement and/or skill to decide where the centre of the ball would logically have been. Each Entry shall contain one selection which will be recorded as an X and Y coordinate. At the end of the Competition the same still image will be provided to an independent judge, in the presence of an adjudicator. The judge shall mark (in exactly the same way) where, in its opinion, it considers the centre of the ball ought to have been and the Winner will be determined from the results of the judge’s opinion.
<b>“Start Date”</b>	27 <sup>th</sup> July 2020
<b>“Target Number of Entries”</b>	230,000
<b>“Tie Breaker”</b>	A further Question to which only a Finalist may submit an Entry and the judge’s opinion on which shall be used to determine the Winner
<b>“User”</b>	Any user who browses or uses the Website
<b>“Valid Entry”</b>	An Entry which has been submitted and for which the Entry Fee has been paid and receipt of which the Promoter has confirmed by email to the Entrant and which have not been declared void (and <b>Valid Entries</b> shall be construed accordingly)
<b>“Website”</b>	The website at URL <a href="http://www.kentishluxury.com">www.kentishluxury.com</a>
<b>“Winner”</b>	The ultimate winner of the Competition (including any Tie Breaker, as may be relevant), being the Entrant of a Valid Entry which is the same or closest to the judge’s opinion of the Question

2.2 In these Conditions (except where the context otherwise requires) use of the singular includes the plural and vice versa; use of any gender includes the other genders; any phrase introduced by the terms **"including"**, **"include"**, **"in particular"** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and a reference to a statute or statutory provision is a reference to that statute or statutory provision and to all orders, regulations, instruments or other subordinate legislation made under the relevant statute.

2.3 In these Conditions any reference to notice by way of writing may include notice by the Promoter given by way of update to this Website.

### 3. **General Conditions:**

3.1 The Competition is operated by the Promoter. The Promoter has the Owners’ permission to offer the Property as a Prize and the Owners agree (and the Promoter shall procure the agreement of the Owners) to transfer the Property to the Winner subject to the provisions of these Conditions and the receipt of the Target Number of Entries as a minimum.

3.2 The Parties recognise and agree that the Competition is a prize competition for the purposes of in particular section 14(5) of the Gambling Act 2005 and that success shall depend on the exercise of skill and/or judgement by each Entrant in answering the Question and does not rely wholly on chance. Entrants recognise and acknowledge that the payment of the Entry Fee does not automatically guarantee the receipt of a prize.

- 3.3 The Conditions shall not create or be construed as creating any form of agency, joint venture or partnership between the Promoter and an Entrant. The Conditions shall not create or be construed as creating a contract for the sale of any land or property.
- 3.4 The Promoter reserves the right to cancel or amend the Competition and the Conditions without notice in the event of a catastrophe, war, civil or military disturbance, act of God or any actual or anticipated breach of any applicable law or regulation outside the Promoter's control.
- 3.5 The Promoter reserves the right to cancel the Competition at any time either before or after an Entry and Entry Fee has been received. In the event that the Competition is cancelled, the Promoter shall return the Entry Fees to each Entrant (either by electronic transfer, bank card refund or cheque). Where the Entry Fee is returned, the Parties agree that the Promoter shall have no further liability to the Entrant or to any other person.
- 3.6 Each User and Entrant shall retain a copy of the Conditions for their records.

#### **4. Entry to the Competition**

- 4.1 The Competition is open to all persons aged 18 or over resident in the United Kingdom, excluding the Promoter or Owners, their family members, agents, professional advisers, or anyone else connected with the management of the Competition or Website.
- 4.2 Each Entry must be made via the Website. There is no limit to the number of Entries that any one person may make.
- 4.3 Entries are personal to the Entrant and are not transferable and no refunds will be given.
- 4.4 The price of entering the Competition is the Entry Fee, which shall be paid in sterling only, and all Valid Entries are subject to receipt by the Promoter of payment of the Entry Fee.
- 4.5 Only Valid Entries will be entered into the Competition.
- 4.6 In order to enter the Competition, Entrants must submit all contact details and other information requested by the Promoter (which must include a valid e-mail address, UK postal address and telephone number) and card payment details. Once an Entry is submitted, the payment of the Entry Fee will be electronically approved.
- 4.7 Entry to the Competition and acceptance as a Valid Entry will be confirmed upon approval of the payment of the Entry Fee by email confirmation from the Promoters. The email will confirm the date and time of Entry, and the details of the Prize and that the Entry is a Valid Entry. An Entry shall not be a Valid Entry until such time as the Entrant has received the respective confirmatory email. All confirmatory emails should be sent within 2 working days of an Entry being made and the Entry Fee being received by the Promoter. It is the sole responsibility of the Entrant to retain a copy of the confirmatory email.
- 4.8 If a User who has attempted to enter the Competition has not received email confirmation from the Promoter within 7 (seven) days of submitting their Entry, it shall be deemed invalid. In such circumstances, it is the Entrant's responsibility to notify the Promoter by the contact means provided.
- 4.9 All Users and Entrants shall warrant and undertake that the information provided shall be complete, true, current, accurate and not misleading. The Parties acknowledge and agree that the Promoter will have no liability for any incorrect information provided. In particular, the Promoter will be in no way liable for any failure or inability to contact any User or Entrant due to any errors, omissions or inaccuracies in the information provided.

- 4.10 The Promoter reserves the right to disqualify any Entrant (without any refund being given) at its sole discretion if it believes the information provided is false, misleading, fraudulent, or there are reasonable grounds to believe that the Entrant has acted in breach of any of these Conditions.
- 4.11 An Entry shall be declared void (without any refund being given) if the Entrant is under 18 years old, or engages in any form of fraud, fraudulent misrepresentation or concealment, hacking or unauthorised interference with the proper functioning of the Website, or any unauthorised use or amendments of any of the code that underlies the Website. By entering the Competition, the Entrant acknowledges and accepts the entry requirements and understands that they pay the Entry Fee at their own risk if they are found not to meet those requirements.
- 4.12 All Users and Entrants shall ensure that any entry to the Competition by them shall not contravene any laws of the country in which they are situated at the time of entering the Competition. The Parties agree that the Promoter shall not be liable in any way if an Entrant enters the Competition unlawfully.
- 4.13 The Parties agree and acknowledge that the Promoter shall have no liability for incomplete or failed Entries, failure in computer communications, any delayed Entries, hardware, software or systems failure, server faults, other malfunctions, high internet traffic or other technological reasons beyond the Promoter's reasonable control.
- 4.14 All Entries are final and no refunds shall be made at any time for any reason, except in the case of Entries submitted after the Closing Date or as otherwise provided in these Conditions.

## **5. Competition Rules**

- 5.1 In order to win the Competition, an Entrant must be the closest (within the same distance) to the judge's opinion as to the position of the centre of the ball. In the event that more than one Entrant is equally close (within the same distance) to the judge's opinion, those Entrants shall be given the opportunity to enter the Tie Breaker.
- 5.2 Entries shall be accepted until midnight on the Closing Date. The Promoter reserves the right to extend the Closing Date by up to a period of 4 months.
- 5.3 The Question is a "Spot the Ball" competition. A ball has been removed from the still image provided. Entrants have to apply judgement and/or skill to decide where the centre of the ball would logically have been. Each Entry shall contain one selection which will be recorded as an X and Y coordinate. At the end of the Competition the same still image will be provided to an independent judge, in the presence of an adjudicator. The judge shall mark (in exactly the same way) where, in its opinion, it considers the centre of the ball ought to have been and the Winner will be determined from the results of the judge's opinion.
- 5.4 The judge's opinion on the position of the centre of the ball will be published within 7 days after the Closing Date and the Winner will be notified or, if applicable, all Finalists qualifying for the Tie Breaker will be notified, by the Promoter by email, telephone or post at the contact details provided in the Entry within 7 days of the Closing Date.
- 5.5 In the event that the Winner cannot be contacted by the Promoter using reasonable endeavours within 30 days of the Closing Date, the Promoter may at its sole discretion name the Entrant with the second closest Entry as the Winner.
- 5.6 In the event that a Tie Breaker is applicable, the Finalists may be required to provide a certified copy of their passport or photographic driving licence to the Promoter to prove their identity and that the Entry and Entry Fee was validly made in accordance with these Conditions.
- 5.7 If applicable, the Finalists shall have a period of 28 days after being notified of the Tie Breaker to submit their Entry to the new Question. The Winner shall be determined from the results of the judge's opinion of the Tie Breaker Question.

5.8 In the event that one or more of the Finalists cannot be contacted by the Promoter, or is unable to provide sufficient information within 7 days to prove their identity and that the Entry and Entry Fee was validly made, or fails to submit their Entry to the Tie Breaker, the Promoter may at its sole discretion withdraw the Finalist from the Tie Breaker.

## 6. Prize

6.1 Provided that the Target Number of Entries is reached, the Prize shall be the Property.

6.2 In the event that the Target Number of Entries is not reached, the Prize shall be the Cash Alternative (which shall be transferred within 28 days of the announcement of the Winner). At the Promoter's sole discretion the Prize may be the Property even in the event that the Target Number of Entries is not reached.

6.3 Upon completion of any necessary contracts to be agreed in good faith within 28 days of the announcement of the Winner, the Prize will be transferred by the Owners to the **Winner free from all mortgages, charges and other encumbrances save as recorded under title** number K80772 at the **Promoter's expense and including stamp duty land tax** (at the rate applicable to the transfer of a main residence only, not a second property), Land Registry search fees and registration fees, and solicitor's conveyancing fees (including the Winner's solicitors fees up to a maximum of £4000 plus VAT). Any other applicable taxes, registration costs, or any further duties of any nature that fall due will be the responsibility of the Winner.

6.4 The Promoter shall not pay any costs of any indemnity insurance policies and should one be necessary the Winner shall cover this at their own cost.

6.5 The Property can only be transferred to the Winner or someone acting on behalf of the Winner, such person providing sufficient legal authority and capacity to do so.

6.6 If the Winner fails to assist in the transfer of the Property and completion of the necessary contracts within 28 days of announcement, the Winner's entitlement to the Property will lapse, at the Promoter's sole discretion, and an alternative Winner shall be drawn as described below.

6.7 The Winner shall be responsible for ensuring that the Prize is registered at HM Land Registry in the Winner's name.

6.8 The Promoter does not in any way guarantee or make any warranty, representation or undertaking as to the value of the Property.

6.9 The Promoter makes no warranty or representation as to the structural and/or cosmetic condition or accuracy of information or saleability of the Property and all Entrants should rely on their own legal advice and enquiries into the Property.

6.10 The Promoter shall not be liable for any potential loss or damages in relation to the Property as a result of any issues relating to its state and condition or misrepresentation in relation to the Property's details. The Promoter is not liable for the maintenance or upkeep of the Property in the future

6.11 Further details in relation to the Property and the Owners' title to the Property including a Home Information Pack (on receipt of any administrative costs) are available to any Entrant on request to the Promoter by the contact means provided.

6.12 The Winner acknowledges that in the event of entitlement to a rebate from HMRC arising in relation to the Promoter's payment of stamp duty land tax:

- a) The Winner shall forthwith notify the Promoter of the circumstances giving rise to such entitlement and shall provide all assistance reasonably required by the Promoter in order to claim such rebate;

- b) The Winner shall not be entitled to receive such rebate of stamp duty land tax or any portion of it;
- c) The Promoter shall be solely entitled to receive any such rebate of stamp duty land tax; and
- d) If any such rebate of stamp duty land tax is paid by HMRC to the Winner, the Winner agrees immediately to transfer such monies received from HMRC to the Promoter.

6.13 If any dispute arises with HMRC regarding liability for stamp duty land tax in respect of the transfer of the Property, the Winner shall provide all assistance reasonably required by the Promoter for the purpose of challenging HMRC's determination of such liability (including the making of any appeal against such determination) subject to the Promoter indemnifying the Winner in respect of all reasonable related costs.

## **7. Privacy**

- 7.1 All Users and Entrants agree to the Promoter holding their personal data and acknowledge that the Promoter may use the Entrant's contact details and other personal data as defined in the Data Protection Act 1998 in order to conduct, administer, promote and publicise the Competition and administer the Website (in accordance with these Conditions).
- 7.2 The Entrants and Users acknowledge and accept that the Promoter may (either by choice or at the request of third parties) provide their details to third parties including regulatory authorities for the prevention of fraud, money laundering, legal or other financial or regulatory reasons.
- 7.3 Entrants authorise the Promoter to enter their personal details into their database and use the information in accordance with the provisions of the Data Protection Act 1998, the General Data Protection Regulation and subject to the terms of the Privacy Policy.
- 7.4 For the avoidance of doubt, Entrant's personal data will be used to notify Entrants of: (i) receipt of their Valid Entry and Entry Fee; (ii) the judge's opinion after the Closing Date; (iii) notification of qualification for the Tie Breaker; (iii) notification of the Winner.
- 7.5 The Promoter shall be entitled to publish the names, ages and postal towns of the Winner and any Finalists on the Website and any other forms of recognised media.
- 7.6 The Promoter will obtain the consent of any Users or Entrants for any other use of their personal data.

## **8. Intellectual Property**

- 8.1 The Promoter shall own all copyright and any other intellectual property rights in the Website, Competition, the Question and any Entry submitted. For the avoidance of doubt, Users and Entrants are not permitted to copy the Question or publish the Question or their answers without the consent of the Promoter (not to be unreasonably withheld).

## **9. Other Issues**

- 9.1 The Competition and these Conditions shall be governed by and construed in accordance with English law and any disputes (including non-contractual disputes) shall be subject to the exclusive jurisdiction of the courts of England and Wales.
- 9.2 If any provision of these Conditions (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of this agreement, and the validity and enforceability of the other provisions of this agreement shall not be affected. If a provision of these Conditions (or part of any provision) is found illegal, invalid or unenforceable,

the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

- 9.3 The Promoter will not be responsible for any delays in the transfer of the Property caused by the Winner or the Winner's representatives or unforeseen legal requirements.
- 9.4 The Cash Alternative is offered at the Promoter's sole discretion. The Winner shall not be entitled to exchange the Property for the Cash Alternative.
- 9.5 The Promoter shall not be liable for any loss, damage, injury or disappointment whatsoever which may be suffered by any User or Entrant (including indirect or consequential loss) as a result of or in connection with or arising out of the Competition or as a result of the Prize except for any liability which cannot be excluded by law. Nothing shall exclude the Promoter's liability for death or personal injury resulting from the Promoter's negligence or for fraud.

**Promoter's Contact Details:**

**NAME HERE**    **Ava & Jack Limited**

Address:        Chaucer House, Chaucer Business Park, Watery Lane, Kemsing, TN15 6PW

Email:            info@tpandsw.com

Web:              www.tpandsw.com

Tel:                07711-086005