

## CONDITIONS OF ENTRY

### *Win one of two great prizes Promotion*

1. The use of "Promoter" in this document refers to Impact Data UK Ltd 5.3 Central House, 1 Ballards Lane, Finchley N3 1LQ.
2. The use of "Entrant" means a person entering the *Win one of two great prizes Promotion* ("**Promotion**").
3. These Conditions of Entry and any information the Promoter has made available to the Entrant regarding the Promotion comprise the terms and conditions ("**Terms & Conditions**") which govern the Promotion.
4. Entry (or purported entry) into the Promotion by the Entrant is deemed acceptance of the Terms and Conditions.
5. The promotion will commence on March 15th 2010 and will continue a rolling basis. One winner will be randomly drawn every 6 weeks after the commencement date. ("**Promotional Period**").
6. To enter the promotion, entrants must SMS a participating venue's code and their email address to the designated standard mobile number or by completing and submitting an entry form at a participating venue during the Promotional Period. No purchase is required. Verification of this registration will follow by email, receipt of which verifies the entrant's validity as holder of that email account. Via the confirmation email, the entrant is invited by the venue to advise them of their personal interests .
7. Entry must be made via SMS or by completing a entry form as found at a participating venue. The cost of the SMS entry is charged at the entrant's normal rate per the entrant's contract with their mobile phone service provider.
8. Entry is only open to UK residents aged over 18. Employees and their immediate families of the Promoter and their agencies associated with this promotion are ineligible to enter.
9. Multiple entries will not be accepted per venue. The Promoter takes no responsibility for lost, late or misdirected entries and such entries may be deemed invalid at the Promoter's discretion.
10. SMS entries will be deemed to be accepted at the time of receipt and not at the time of transmission. SMS messages must be sent from a mobile phone handset and be identified by a MSISDN for security reasons (unique mobile SIM number) to be eligible. Any form of automated entry using the Internet or any other device or software is invalid. Any SMS entries submitted after the promotion period has closed will not be included in the promotion and will be charged at the standard SMS rate. The charges for all SMS entry services will appear on each entrant's next mobile phone bill unless the entrant operates from a pre-paid mobile service. All queries relating to mobile bills should be directed to the entrant's mobile or telephone carrier.
11. The major prize draw will take place at Impact Data UK Ltd 5.3 Central House, 1 Ballards Lane, Finchley N3 1LQ. at 11am on Monday the 1st of February 2010 by a randomly drawing computer algorithm.
12. The winning Entrant(s) will be notified by telephone or email within 14 days of the draw date. The Promoter's decision is final and no correspondence will be entered into. For winner's details please send a stamped SAE to PO Box 42793, London N2 0TZ.
13. Entrants can only enter in their own name. The Promoter reserves the right to request proof of residency at the nominated prize delivery address and proof of age identification (to the Promoter's satisfaction in its discretion) before issuing the prize. The Promoter's decision to disqualify an entry is final and no correspondence will be entered into.
14. The first eligible entry drawn will win their choice of either prize from the following two prize options:  
Option One: £500.  
Option Two: One (1) Holiday voucher valued at £500 (inc VAT).
15. Prizes are not transferable or exchangeable for other goods or services and cannot be taken as cash. The Promoter reserves the right to vary the prize description and value and accepts no responsibility for any variation in prize value.
16. The maximum total major prize pool is valued up to £500 (inc VAT) (estimated current market value), depending upon the winner's usual residential address. The value of the prizes is accurate and based upon the recommended retail prices of the prizes at the date of printing. The Promoter accepts no responsibility for any variation in the value of the prize after that date. Prizes are not transferable or exchangeable and cannot be taken as cash.
17. All ancillary costs or accessories not expressly included in the prize are the responsibility of the winning Entrant.
18. Should the winner choose the Holiday Prize option (Option two), the holiday winner and their guest if they choose to take one must hold a 10-year UK passport, valid for 6 months after return to the UK. It is the responsibility of the holiday winner and their guest to ensure that they meet all travel/entry requirements of the destination country. Both must also co-operate fully with the Promoter's agent in securing the necessary formalities. Failure to

do so will result in both the winner and their guest forfeiting the prize, in which case the prize will be drawn again. Both winner and guest must ensure that the level of travel insurance is adequate to their needs. Travel is subject to travel agents/tour operators terms and conditions. There is no booking deadline, however the prize is subject to availability at the time of booking. The prize is a contribution to all relevant costs and is supplied by Travel Counsellors® all costs for travel, accommodation, travel insurance, assistance with visa application, all relevant taxes and subsistence at the destination are the responsibility of the competition winner.

19. All prizes received in the form of a voucher are subject to the terms and conditions as stated on that voucher.
20. Delivery of the prize is subject to availability of the prize. In the event that any prize becomes unavailable due to circumstances beyond the Promoter's control, the Promoter reserves the right to provide an alternative prize to the same value as the original prize, subject to any applicable laws. Prizes depicted in all promotional material are not necessarily the same specification and colour as the prize.
21. The Promoter may conduct such further draws as are necessary three months after the initial draw date at Impact Data UK Ltd 5.3 Central House, 1 Ballards Lane, Finchley N3 1LQ. at 11am in order to distribute any prize if unclaimed or undeliverable by that date subject to any applicable law. In the event of any winner in the unclaimed prize draw, the new winner will be notified by telephone and mail or email on the day of the draw. For winner's details please send a stamped SAE to PO Box 42793, London N2 0TZ.
22. The Promoter and its related bodies corporate, their officers, employees and agents ("**Personnel**") will not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss or loss from the Promoter's negligence) or for personal injury which is suffered or sustained as a result of entering the Promotion or taking the prize, except for any liability which cannot be excluded by law. The Promoter and its Personnel make no warranties and accept no liability in relation to the prize, its condition or fitness for any purpose. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form determined by the Promoter in its absolute discretion. Tax implications may arise from the winning Entrant's receipt or use of a prize. Independent financial advice should be sought by the Entrant prior to entering the Promotion.
23. The Promoter, in its absolute discretion, reserves the right to verify the validity of entries and reserves the right to disqualify any entrant for tampering with the entry process or for submitting an entry which is not in accordance with the Terms and Conditions, or if the entrant is engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
24. The Promoter is not responsible for any problems or technical malfunction of any kind including any telephone or network or lines, servers or providers, computer equipment, software, technical problems or traffic congestion on a mobile network, or any combination thereof, or any other technical failures including any damage to entrant's or any other person's mobile handset or computer related to, or resulting from, participation in this Promotion or the downloading of any materials related to this Promotion. The Promoter reserves the right to withdraw or amend any part of this promotion due to circumstances arising outside its reasonable control. The promoter is not responsible for any third party acts or omissions.
25. If for any reason this promotion is not capable of running as planned because of infection by computer virus, bugs, tampering, unauthorised intervention, technical failures or any other causes beyond the control of the Promoter which corrupt or affect the administration, security, fairness, integrity or proper conduct of this promotion, the Promoter reserves the right in its sole discretion to cancel, terminate, modify or suspend the promotion, subject to any written directions under applicable law.
26. The Promoter will not be responsible for any incorrect, inaccurate or incomplete information communicated in the course of, or in connection with, this Promotion if the deficiency is occasioned by any cause outside the reasonable control of the Promoter.
27. All entries become and remain the property of the Promoter and the participating venue for whose code the entrant used to enter. The Promoter collects personal information about Entrants in order to include Entrants in the Promotion and where appropriate award prizes. If the information requested is not provided, the Entrant may not participate in the Promotion. By participating in the Promotion, each Entrant is agreeing to the Promoter and associated participating venues also collecting, using and disclosing their personal information to assist the Promoter and associated participating venues in improving goods and services and to contact Entrants in the future with special offers via any medium including mail and commercial electronic messages. The Promoter and associated participating venues may use each winning Entrant's name and image in any media for future promotional, marketing and publicity purposes without any further reference, payment or other compensation to the Entrant. The Promoter may share information with its related companies and Personnel who may contact Entrants with other promotional offers. The Promoter may also share information with other persons or entities who assist the Promoter in running promotions or with other companies who provide prizes for promotions. The Promoter will not share personal information of the Entrant other than the ways described in this document, however non-descript preference information provided by Entrants may be pooled and shared with third parties to

improve goods and services provided by the Promoter and the third parties. By entering the Promotion, each Entrant agrees that their personal information may be used in the manner described above. A request to access, update, correct or delete any personal information should be directed to the Promoter at the address stated above.

28. Personal details which you give us via this competition are held and processed by us in accordance with the provisions of the Data Protection Act 1998. See the Promoter's full Privacy Policy at [www.impactdatauk.co.uk](http://www.impactdatauk.co.uk) for further information about the collect, use and disclosure of personal information.

29. The Promoter advocates the responsible service and consumption of alcohol and advises consumers to drink responsibly.