

## The Furlong Factor Promotion Terms and Conditions

### 1. INTRODUCTION AND ELIGIBILITY

- 1.1 By entering this promotion, all participants will be deemed to have accepted these terms and conditions in full, be bound by the privacy policy (as referred to at paragraph 7) and confirm that they are eligible to enter this promotion and claim any prize they may win. All entry instructions form part of these terms and conditions.
- 1.2 The promotion is open to residents of the UK (excl. Northern Ireland) **aged 18 and over** at the date on which they enter the promotion, excluding employees of the promoter, its group companies, its agents or anyone professionally connected with this promotion and any member of their respective immediate families.
- 1.3 Entrants must work in a capacity in or related to horseracing industry or be a current racehorse owner. Proof of work/ownership may be required by Racing Welfare to verify a participant is eligible to enter the promotion.
- 1.4 Competition entry opens at **12pm on 16 April 2020** and **closes at 11.59pm on 24 April 2020 (all UK time)**. Entries received after this time and date will be automatically disqualified and not be eligible to win a prize.
- 1.5 The promotion is free to enter and no purchase or payment is necessary to enter the promotion. However, in order to enter the promotion, you must have capacity to film a video via a mobile phone and send the footage via e-mail or WhatsApp to the promoter and administrator, Racing Welfare.

### 2. ENTRY TO THE PROMOTION

- 2.1 To enter the promotion, a participant must film a video singing a song of their choice and then send the video to Racing Welfare's designated competition email address: [communications@racingwelfare.co.uk](mailto:communications@racingwelfare.co.uk) or by WhatsApp to **07970 631170**
- 2.2 Entries can be single, duet or a group if current social distancing rules are adhered to but all participants must satisfy the eligibility criteria set out above.
- 2.3 The maximum length of video is 3 minutes.
- 2.4 Only one entry is permitted per participant or household (whether as a single, duet or group).
- 2.5 All entries are automatically submitted upon the participant sending their video to Racing Welfare.
- 2.6 Competition entries cannot be returned.

### 3. WINNER

- 3.1 The winner will be decided by a public vote (comprising a series of heats and culminating in a final) held on a Twitter poll hosted on the Racing Welfare Twitter page on **9<sup>th</sup> May 2020**. The winner will be the video that receives the most votes polled. In the event of a tie in the final the video which received the most votes in the heats will be deemed the winner.
- 3.2 The winner will be notified officially by email and will be asked to confirm their details for delivery of the prizes.

### 4. THE PRIZE

- 4.1 There is a total of one prize available to be won:

One winner will receive: (i) £1500 in tax free cash and (ii) an all-expenses paid trip for two to the Qatar Prix De l'Arc de Triomphe held at Paris Longchamp **3 October 2020** (*This prize will carry over to 2021 in the event that the 2020 Arc does not run or is not open to the public*) and (iii) an official Furlong Factor Trophy.

- 4.2 If the winning video is a duet or group, the participant must decide the sharing of the prize between them.
- 4.3 The winner hereby acknowledges and agrees that no prize issued pursuant to these terms and conditions may be sold or offered for sale or other form of reward or incentive to any third party.

### 5. CONDITIONS

- 5.2 In the event that the promoter is unable to contact a winner within 10 working days of the relevant draw, the promoter reserves the right to award the prize to the person to have placed second within the final twitter poll.

- 5.3 The elements of the prize that are capable of being delivered will be delivered within 14 working days from a valid acceptance of the prize. The promoter will contact the winner how to claim any element of the prize that is not capable of being delivered, including if current UK Government measures prevent the promoter from doing so.
- 5.4 No cash alternative. Prizes are non-transferable and cannot be resold. The promoter reserves the right to substitute an alternative prize of equal or greater value.
- 5.5 Each winner agrees to take part in reasonable publicity as may be required by the promoter in respect of the promotion. The promoter reserves the right to: (i) publish the winner's name, photograph, county and entry on its website, Facebook, Instagram page or Twitter account or to publicise the prize-giving presentation within a year of the closing date.
- 5.6 The winner's name and county are available on request by emailing [communications@racingwelfare.co.uk](mailto:communications@racingwelfare.co.uk) within 60 days of the closing date providing that a winner has been determined in accordance with these terms and conditions.
- 5.7 No entries from agents, third parties, syndicated entries or those made using methods such as a computer macro, script or the use of automated devices are permitted and no bulk entries.
- 5.8 All practicalities, costs and expenses not included within the prizes are the responsibility of the winner(s) (including all insurance, passport and visa requirements) and the promoter accepts no responsibility for any costs associated with such prize (including any and all applicable federal, state and/or local taxes).
- 5.9 The promoter does not accept any responsibility if a participant is not able to take up the prize.
- 5.10 By entering the promotion, the participant agrees that the promoter can make their entry available on any all its social media platforms and website and in connection with the publicity of the promotion. The participant grants the promoter a non-exclusive, worldwide, irrevocable licence, for the full period of any intellectual property rights in the competition entry, to use, display, publish, transmit, copy, edit, alter, store, re-format and sub-licence the competition entry for such purposes and waives all moral rights in and to the video under the Copyright, Designs and Patents Act 1988.
- 5.11 The promoter reserves the right at any time, in its absolute discretion, to:
- i. verify the eligibility of any participant (including their age and place of residence); and
  - ii. disqualify any participant found to be abusing or tampering with the operation of the promotion or entering using fraudulent means, or who the promoter believes to have acted in breach of these terms and conditions; and
  - iii. disqualify participants who do not give correct contact details or those who make an entry on someone else's behalf; and
  - iv. disqualify any participant posting an entry or a comment to the promoter's Instagram, Facebook or Twitter account that is, in the promoter's opinion, inappropriate, offensive or upsetting to other participants, fans of the promoter or directly aimed at the promoter or contrary to applicable law, and to remove any such entry or comment; and
  - v. disqualify any participant found to have benefitted from the use of foul play during the voting process; and
  - vi. disqualify any participant(s) featuring more than one person not adhering to social distancing rules as imposed by the government. Only participants from the same household may stand within 2 meters of each other.

## 6. **LIABILITY**

- 6.1 The promotion is not in any way sponsored, endorsed or administered by, or associated with Twitter, Instagram or Facebook. Participants acknowledge that Twitter, Instagram and Facebook shall not have any liability to them in connection with the promotion.
- 6.2 Insofar as is permitted by law, the promoter, its agents or distributors will not in any circumstances be responsible or liable to compensate the winner (or any other participant in the prize draw (including any guest of the winner) or accept any liability for any loss, damage, personal injury or death occurring as a result of taking up the prize except where it is caused by the negligence of the promoter, its agents or distributors or that of their employees. A participant's statutory rights are not affected.

- 6.3 Please note that no participant must put themselves in any personal danger in submitting an entry to the promotion. The promoter is not in any way encouraging any behavior that could cause any risk of personal injury, including non-adherence to current social distancing rules.
- 6.4 Except as otherwise required by applicable law, the promoter accepts no responsibility or liability for any entry or claim which for technical or other reasons is unsuccessful, incomplete, lost, late, damaged, corrupted or misdirected.

## **7. GENERAL**

- 7.1 Any decision of the promoter in respect of the promotion is final. For questions regarding the promotion, email [communications@racingwelfare.co.uk](mailto:communications@racingwelfare.co.uk)
- 7.2 The promoter reserves the right to extend, withdraw, alter or suspend the promotion or these terms and conditions at any time if circumstances beyond its control make this unavoidable.
- 7.3 All personal data submitted in connection with the promotion will be processed in accordance with the promoter's privacy policy available here <https://racingwelfare.co.uk/privacy-policy/> for the purposes of administering and managing the promotion and prizes (where applicable) and verifying the eligibility of each participant. The promoter will not use any personal data for any other purposes without the consent of the relevant participant. By participating in the promotion, each participant consents to the use of their personal data in accordance with these terms and conditions and the privacy policy.
- 7.4 Any images are an illustrative example and do not show the exact prize(s).
- 7.5 The promotion and these terms and conditions, and any dispute or claim arising out of or in connection with them, are governed by English law and you can bring legal proceedings in respect of the promotion and these terms and conditions in the English courts. If you live in Scotland you can bring legal proceedings in respect of the promotion and these terms and conditions in either the Scottish or the English courts.
- 7.6 The promoter is Racing Welfare (registered charity number 1084042) of 20b Park Lane, Newmarket, Suffolk CB8 8QD.