

Sure (Guernsey) Limited

Santa Snap Competition Terms and Conditions

The promoter is: Sure (Guernsey) Limited, registered number 38694, whose registered office is at Centenary House, La Vrangue, St. Peter Port, Guernsey, GY1 2EY (“**Sure**”).

No Third Party Endorsement

1. Sure’s Santa Snap Competition is in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter, Instagram or any other social network or other organisation.

Entry

2. The Santa Snap Competition (“**Competition**”): Participants are invited to submit photographs that they have taken of Santa at the Christmas lights switch-on parade in St. Peter Port on Saturday 1st December 2018.
3. The Competition will be open for entries from Saturday 1st December 2018 and the closing date and time for submissions will be midnight on Sunday 2nd December 2018. All submissions received after this time will be automatically disqualified.
4. To make a submission, you will need to post your photograph onto the Sure Guernsey Facebook, Instagram or Twitter page using ‘#SureSantaSnap’.
5. You confirm that each individual whose image is featured in your submission has given consent for the use of his/her image in connection with this Competition and in accordance with these terms and conditions.
6. You shall also ensure that the photograph does not infringe any intellectual property rights of any third party or any laws.
7. Where an individual whose image is featured in your submission is aged less than 18 years, you confirm that the parent or guardian of that individual has given written consent, a copy of which may be requested by us.
8. You agree to indemnify, defend and hold harmless Sure from any and all third-party liability for any loss, claim, action, demand or damage of any kind arising from or in connection with this Competition, including without limitation any third-party claim for copyright infringement or a violation of an individual’s right to privacy and/or image right.
9. There is no participation fee and no purchase necessary to take part in this Competition.
10. There is no limit to the number of submissions which can be made per person.
11. No responsibility can be accepted for entries not received for whatever reason.

Eligibility

12. This Competition is open to all Guernsey residents. Eligible participants under the age of 18 confirm, by participating in this Competition, that they have written consent from the parent/legal guardian to do so, a copy of which may be requested by us. Proof of age may be required.
13. This Competition is not open to:
 - a. employees of Sure or its affiliated companies;
 - b. suppliers or agents of Sure;
 - c. members of the immediate families or households of (a) and (b) above; or

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- d. anyone connected in any way with the relevant social media competition including companies which have donated prizes.
- 14. By entering this Competition, you confirm that you are eligible to do so.
- 15. Sure will not accept submissions which are:
 - a) Automatically generated by a computer;
 - b) Completed by third parties in bulk;
 - c) Submitted on behalf of another person; or
 - d) Incomplete.

Winner

- 16. The winner will be chosen by a member of Sure's Marketing Team. Their decision will be final.
- 17. The winner will be announced at 5pm on Monday 3rd December 2018.
- 18. The winner's name and photograph will be published on social media. They agree to their photograph being used in any reasonable publicity required by Sure in connection with the Competition.
- 19. Unsuccessful participants will not be notified.
- 20. Sure's decision in respect of all matters relevant to the selection of submissions will be final and no correspondence will be entered into with participants.

Prize

- 21. The winner will receive a JBL Pulse 3.
- 22. Sure is not responsible for inaccurate prize details supplied to any participant by any third party.
- 23. The prize is as stated and no cash or other alternatives will be offered. The prize is non-negotiable and non-transferable.

Liability

- 24. So far as is permitted by law, Sure will not in any circumstances be responsible for, or liable to compensate, any person and will not accept any liability for any loss, damage, personal injury or death occurring as a result of participating in this Competition, except where it is caused by its negligence. Your legal rights are not affected.

Data Protection

- 25. By making a submission you agree that any personal information provided by you with the submission (including without limitation your submitted photograph) may be held and used by Sure, its affiliated companies and its agents or suppliers to administer this Competition.
- 26. You agree that Sure may use your first and last name in any publications, websites and/or in any promotional material connected to this Competition or otherwise, where your submission is used.
- 27. Any personal data submitted by you will be used solely in accordance with the Data Protection (Bailiwick of Guernsey) Law 2017 and our privacy policy and other than as

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set out in these terms and conditions, will not be disclosed to a third party without your prior consent.

General

28. Sure may, at its sole discretion, disqualify you from participating in this Competition if Sure believes there has been a breach of these terms and conditions.
29. Sure shall have the right, at its sole discretion and at any time, to change or modify these terms and conditions, such change shall be effective immediately upon posting on social media.
30. Sure reserves the right to hold void, suspend, cancel or amend this Competition where it becomes necessary to do so without notice or as a result of a catastrophe, war, civil or military disturbance, act of God or any actual or anticipated breach of any applicable law or regulation or any other event outside of Sure's control.
31. You will be notified of any changes to this Competition as soon as possible.
32. By participating in this Competition, you agree to be bound by these terms and conditions.
33. This Competition and these terms and conditions will be governed by Guernsey Law and any disputes will be subject to the exclusive jurisdiction of the courts of Guernsey.