

# Competition Terms & Conditions

We all like to have a go at a competition on the radio, online or at events but we expect the competition to be fair and transparent. Here are the competition terms and conditions for Gravity FM.

## **Our Competition Terms**

1. These competition terms and conditions are the competition rules (“Rules”) that apply to all competitions (“Competitions”) organised by or on behalf Gravity FM (the “Promoter”). For the purposes of these Rules, the term “Promoter” shall also include all agents, sponsors and event promoters involved in organising Competitions through or on behalf of Gravity FM CIC.
2. In addition to the Rules, other specific terms and conditions may apply to a particular Competition (“Specific Rules”). Such Specific Rules will be detailed by the Promoter in the Competition description and will be deemed incorporated into these Rules. In the event of any discrepancy between these Rules and the Specific Rules, the Specific Rules shall prevail.
3. By entering a Competition, entrants agree to be bound by these Rules and any Specific Rules that may apply.
4. The Promoter reserves the right to cancel or amend any Competition, these Rules or any Specific Rules at any time without prior notice. Any changes will be posted either within these Rules or the Specific Rules or on the relevant Promoter’s website. The Promoter may at any time, without notice, issue further terms and conditions to be read in conjunction with these Rules and any Specific Rules that may apply.

5. Each entrant must be over 16 years of age and resident in the UK to enter Prize Competitions unless specifically stated.
6. Officers, employees, Promoters and agents of the Promoter and any party associated or directly connected to or with the specific Competition (including sponsors) and their families, officers, employees and agents (as applicable) shall not be eligible to enter prize competitions.
7. More than one entry per person per weekly Competition is permitted.
8. Proof of making a phone call, sending post or email is not proof of our receipt of your entry. No responsibility can be accepted for entries that are lost, delayed or damaged or otherwise affected by matters outside our control.
9. Where a Competition has a closing date and/or time, all entries must be received before such date and/or time. Late entries will not be taken into consideration in the selection of a winner.
10. By entering a Competition, you hereby warrant that all information submitted by you is true, current and complete.
11. The Promoter reserves the right to disqualify any entrant if it has reasonable grounds to believe the entrant has breached any of these Rules or any Specific Rules or any other terms and conditions that apply to any Competition. Furthermore, entrants who are rude, abusive or deemed otherwise unsuitable by the Promoter will be excluded from the relevant Competition.
12. The Promoter also reserves the right to reject entries, applications or claims and to alter, amend or foreclose a Competition without prior notice in its absolute discretion. The Promoter reserves the right to disqualify any entrant if it has reasonable grounds to believe the entrant has breached any of these Rules or any Specific Rules.

13. Collusion with other Competition entrants is strictly prohibited and may result in immediate disqualification.
14. Callers are not necessarily entitled to participate in on-air Competitions and will not necessarily appear on-air in the order in which they are called. The Promoter shall not be liable to reimburse callers for telephone charges when either on hold or on-air. Where the situation arises, only the person who is selected to come to air (if applicable) is eligible to win if they give the correct answer.
15. Competition winners will be chosen at random unless otherwise specified.
16. The judge's decision is final and no correspondence will be entered into.
17. The Promoter will endeavour to notify the winners of each Competition within 28 days of the closing date set for such Competition. Return of any prize notification as undeliverable or failure to reply as specified in the notification may result in disqualification and the selection of an alternate winner or other suitable disposal of the prize at the Promoter's discretion.
18. In the case of Competition prizes in the form of free tickets for a particular event, the Promoter will contact the prize winner by phone and prize details shall be as printed on the event tickets. Ticket holders shall be bound by (a) these Rules, (b) any Specific Rules that apply, (c) any terms and conditions set out on the event tickets and (d) the rules and regulations of the particular venue (as applicable).
19. Prizes must normally be collected within 30 days of the closing date set for such Competition from Gravity FM CIC at the station address.
20. All Competition prizes are subject to availability.
21. All taxes, insurances, transfers, spending money and other expenses, unless specifically stated, are the sole responsibility of the prize-winner.
22. No Competition prize may not be transferred or assigned

to any other person and no cash alternative or alternative prize is available. In the event of the advertised Competition prize being unavailable for whatever reason, the Promoter reserves the right to offer an alternative prize of equal or greater value.

23. Competition prizes are awarded at the Promoter's sole discretion and no prizes will be awarded as a result of improper actions by or on behalf of any entrant.
24. No responsibility will be accepted for inaccurate Competition prize details supplied by the Promoter.
25. The Promoter shall not be responsible for any damage, loss, injury or disappointment suffered by any entrant entering, or being unable to enter, any Competition or as a result of accepting any Competition prize. Neither shall it be held responsible for any problems or technical malfunction of any telephone network or lines, computer on-line system, servers or providers, computer equipment, software failure of any e-mail or entry to be received on account of technical problems or traffic congestion on the Internet, telephone lines or at any website, or any combination thereof, including any injury or damage to any entrant's or any other person's computer or mobile telephone related to or resulting from participation in or downloading any materials in a Competition. Nothing shall exclude the Promoter's liability for death or personal injury as a result of its negligence.
26. Competition winners may be required to take part in or co-operate with publicity or any other form of promotional activity. The Promoter reserves the right to use the names and addresses of winners, their photograph and any recordings of them (be it audio or visual) in any publicity or promotion. All Competition entrants agree to their name and home town being published on-air and elsewhere. Entrants agree to their participation being broadcast, recorded, repeated and otherwise used for any reason by the Promoter without being entitled to

any payment for such use. The Competition winner may be required by the Promoter to participate in a photo, video and/or film session and the winner hereby acknowledges that the Promoter has the right to use such photos, videos or films in any medium and in any reasonable manner for any purpose as it may see fit.

27. Any personal data relating to Competition entrants will be used solely in accordance with current UK data protection legislation and will not be disclosed to a third party without the entrant's consent.
28. The Promoter will keep a winning entrant's personal details for a reasonable time so that it can send the entrant the winning prize, to verify that these Rules (and any Specific Rules, if applicable) have been complied with, and for accounting purposes. The Promoter may pass a winning entrant's details on to its sponsors, service providers or agents for the purposes of sending out winning prizes on its behalf.
29. Entrants agree to keep confidential any information of whatsoever nature regarding the Promoter and their respective agents, sponsors and event promoters received by entrants as a result of winning or participating in any Competition.
30. Each Competition (including these Rules, any Specific Rules and all matters incidental thereto) shall be governed by English law and all parties shall submit to the exclusive jurisdiction of the English courts.
31. Any enquiries regarding these Rules and any Specific Rules should be directed to: Gravity FM CIC at the station address.