

**20<sup>th</sup> November 2018**

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**UK PRIZE COMPETITION TERMS AND CONDITIONS**

## 1. The Promoter

The promoter is: ExamWorks UK Limited of Premex House Futura Park, Horwich, Bolton, BL6 6SX ("**Promoter**").

"**Promoter**" means, in relation to ExamWorks UK Limited, that company, any subsidiary or holding company of that company or any holding company of any such holding company and any subsidiary of any holding company (as referred to herein) from time to time (for this purpose the expressions "subsidiary" and "holding company" shall have the meanings set out in S1159 Companies Act 2006);

## 2. The competition

2.1 The title of the competition is Spirit of PremeXmas ("**Competition**").

2.2 The Competition will be run on social media. In order to submit a valid entry, an entrant must complete the challenge as stated on @PremexGroup or in the reminder emails, upload proof in the correct format for each challenge before noon on Thursday of the challenge week include the hashtag #PremeXmas. Once uploaded, the entry must be retweeted by @PremexGroup to be eligible.

## 3. How to enter

3.1 The Competition will run from 3rd December 2018 (the "**Opening Date**") to 21<sup>st</sup> December 2018 (the "**Closing Date**") inclusive.

3.2 All competition entries must be uploaded to Twitter before Thursday at noon of each challenge week. All entries received after the challenge deadlines are automatically disqualified.

3.3 To enter the Competition:

(a) to enter the Competition entrants must do so on social media and in accordance with condition 2.2 above.

3.4 No purchase necessary and there is no charge to register for use of the website. The Promoter will **not** accept:

(a) responsibility for Competition entries that are lost, mislaid, damaged or delayed in transit, regardless of cause, including, for example, as a result of any postal failure, equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind; or

(b) proof of posting or transmission as proof of receipt of entry to the Competition.

- 3.5 By submitting a Competition entry, you are agreeing to be bound by these terms and conditions.
- 3.6 For help with entries, please contact 01204 477 325. on
- 3.7 Please see [www.premexservices.com](http://www.premexservices.com) for a copy of these Competition terms and conditions.
- 3.8 The Competition entries will be judged by a panel of four judges. The decision of the panel of judges (acting reasonably) will be final.

#### **4. Eligibility**

- 4.1 The Competition is only open to all residents in the UK aged 18 years or over, **except:**
- (a) employees of the Promoter or its holding or subsidiary companies;
  - (b) individuals who are professionally connected with the Competition or its administration; or
  - (c) members of the immediate families or households of (a) and (b) above.
- 4.2 In entering the Competition, you confirm that you are eligible to do so and eligible to claim any prize you may win. The Promoter may require you to provide proof that you are eligible to enter the Competition.
- 4.3 The Promoter will not accept Competition entries that are:
- (a) automatically generated by computer;
  - (b) completed by third parties or in bulk;
  - (c) illegible, have been altered, reconstructed, forged or tampered with;
  - (d) photocopies and not originals; or
  - (e) incomplete.
- 4.4 There is a limit of one entry per person.
- 4.5 The Promoter reserves all rights to disqualify you if your conduct is contrary to the spirit or intention of the prize Competition.
- 4.6 Competition entries cannot be returned.

#### **5. The prize**

- 5.1 There are 12 x £1000 donations to a UK Registered Charity of the winner's choice. A UK Registered Charity can win more than once if selected by separate winners.

- 5.2 Prizes are subject to availability. The Promoter reserves the right to substitute the prize with a prize of equal or greater value.
- 5.3 The prize is not negotiable or transferable.
- 5.4 In order to claim the prize you must confirm your chosen UK Registered Charity by no later than 7 days after the Competition closes.

## **6. Winner announcement**

- 6.1 Each challenge winner of the Competition will be announced before midnight, the working day after each challenge week closes on @PremexGroup Twitter feed (**Announcement Date**).
- 6.2 The decision of the Promoter is final and no correspondence or discussion will be entered into.
- 6.3 The Promoter will contact the winner personally as soon as practicable after the Announcement Date, using the telephone number or email address provided with the Competition entry. The Promoter will not amend any contact information once the Competition entry form has been submitted.
- 6.4 A list of winners will be uploaded on the [www.premexservices.com](http://www.premexservices.com) no later than 24<sup>th</sup> December 2018

## **7. Claiming the prize**

- 7.1 The prize will be sent by BACs payment or cheque to the winning UK Registered Charities no later than 31<sup>st</sup> January 2019.
- 7.2 The prize may not be claimed by a third party on your behalf.
- 7.3 The Promoter will make all reasonable efforts to contact the winner. If the winner cannot be contacted or is not available, or has not claimed their prize within 7 of days of the Announcement Date, the Promoter reserves the right to offer the prize to the next eligible entrant selected from the correct entries that were received before the Closing Date.
- 7.4 The Promoter does not accept any responsibility if you are not able to take up the prize.

## **8. Limitation of liability**

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 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. Your statutory rights are not affected.

## **9. Ownership of competition entries and intellectual property rights**

9.1 The Promoter does not claim any rights of ownership in your Competition entry.

9.2 By submitting your Competition entry and any accompanying material, you agree to:

- (a) assign to the Promoter all your intellectual property rights with full title guarantee; and
- (b) waive all moral rights,

in and to your Competition entry and otherwise arising in connection with your entry to which you may now or at any time in the future be entitled under the Copyright, Designs and Patents Act 1988 as amended from time to time and under all similar legislation from time to time in force anywhere in the world.

9.3 You agree that the Promoter may, but is not required to, make your entry available on its website [www.premexservices.com](http://www.premexservices.com) and any other media, whether now known or invented in the future, and in connection with any publicity of the Competition. You agree to grant the Promoter a non-exclusive, worldwide, irrevocable licence, for the full period of any intellectual property rights in the Competition entry and any accompanying materials, to use, display, publish, transmit, copy, edit, alter, store, re-format and sub-licence the Competition entry and any accompanying materials for such purposes.

## **10. Data protection and publicity**

10.1 If you are the winner of the Competition, you agree that the Promoter may use your name, image and town or county of residence to announce the winner of this Competition and for any other reasonable and related promotional purposes.

10.2 You further agree to participate in any reasonable publicity required by the Promoter.

10.3 By entering the Competition, you agree that any personal information provided by you with the Competition entry may be held and used only by the Promoter or its agents and suppliers to administer the Competition.

**11. General**

- 11.1 If there is any reason to believe that there has been a breach of these terms and conditions, the Promoter may, at its sole discretion, reserve the right to exclude you from participating in the Competition.
- 11.2 The Promoter reserves the right to hold void, suspend, cancel, or amend the prize Competition where it becomes necessary to do so.
- 11.3 These terms and conditions shall be governed by English law, and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.