

TERMS & CONDITIONS – UPLOAD A PHOTO TO INSTAGRAM AND WIN COMPETITION

SCHEDULE	
Promotion Name	Be Seen On-Site in Bisley Workwear
Promoter	BSA Brands UK Limited (BSA Brands) VAT number 314 8693 84 of Fleming Court, Leigh Road, Eastleigh, SO50 9PU
Prize Pool	1 x £500 Bisley Workwear Gift card to spend at bisleyworkwear.co.uk Total prize pool = £500 ex VAT

1 Introduction

- 1.1 Participation in this Competition and information regarding redemption of any prize's forms part of these terms and conditions.
- 1.2 By submitting an entry into this Competition, entrants warrant that they have read, understand, and agree to be bound by these terms and conditions.
- 1.3 This promotion is being run and operated by BSA Brands UK Limited whose details are set out in the schedule above. A copy of these terms and conditions can be obtained at bisleyworkwear.co.uk
- 1.4 This Competition is governed by the laws of England and Wales. Entrants submit to the jurisdiction of the courts of England save that where the entrant is a consumer then their right to bring a claim in the courts where they are resident is unaffected.

2 Privacy and Collection Notice

This Notice explains how the Promoter and its affiliates ("We"), manage your personal information and complaints.

- 2.1 We collect your personal information directly from you wherever practicable. We may collect personal information from our related companies or other third parties. We will use your personal information in accordance with our privacy policy which can be viewed at <https://bisleyworkwear.co.uk/pages/privacy>.
- 2.2 We will use your personal information collected as part of this promotion solely in order to conduct the competition and advise if you are a winner, unless you have separately agreed and opted into receiving marketing communications in which case, we may use your contract details to send you information about the products and services you have requested offered by us. You may opt out of receiving such information at any time. We will also use this information for research to improve our products and services. If you do not provide us with that information, we may be unable to process your entry.
- 2.3 Our Privacy Notice sets out how you can access and make a request to correct your personal information we may hold about you, or to make a privacy complaint, and how we will deal with the complaint.
- 2.4 You may contact us by email at: marketing@bsabrand.co.uk.
- 2.5 You also have the right of appeal at any time to a relevant supervisory authority where the Entrant lives
a. For Entrants based in the UK this is the Information Commissioner's Office, Wycliffe House, Water Lane,

Wilmslow, Cheshire, SK9 5AF.

b. For Entrants based in Republic of Ireland this is Data Protection Commission, 21 Fitzwilliam Square South Dublin 2 D02 RD28 Ireland or they can be contacted through their website at <https://www.dataprotection.ie/>

3 Duration

3.1 Opening date of this Competition is on Monday, 20th September at 8:00am BST. Closing date of this Competition is Sunday, 31st October 2021 at 11:59PM (**Promotion Period**). The winner of this Competition will be contacted on Tuesday, 2nd November 2021.

4 Eligibility

4.1 This Promotion is only open to all residents of the United Kingdom and Ireland. Entrants under the age of 18 must obtain permission from their parent or legal guardian over the age of 18 to enter the Competition.

4.2 Directors, officers, management, suppliers, and their employees (and the Immediate Families of directors, officers, management, suppliers, and employees) of the Promoter or of its related bodies corporate or agencies are ineligible to enter the Promotion. 'Immediate families' means any of the following: spouse (including same sex spouse), ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, natural or adopted sibling, whether or not they live in the same household as the director, officer, manager, employee or contractor.

4.3 If the entrant is under the age of 18 years, the prize will be awarded to the winner's nominated parent or legal guardian.

5 Method of Entry

5.1 To enter, entrants must during the Promotion Period (referred to in clause 3.1 above) for each Draw stipulated in clause 3:

a. Log onto their Instagram account; and

b. Follow @bisleyworkwearuk

c. Upload a photo of themselves or colleagues on-site wearing Bisley Workwear and tag @bisleyworkwearuk

5.2 Entries must be submitted by a public Instagram account. Any costs associated with use of Instagram will be the responsibility of the entrant and entrants agree to be bound by Instagram's terms of use.

5.3 Do not submit any photo that could be deemed rude or offensive or that violates Instagram's Terms of Use <https://help.instagram.com/478745558852511>. The Promoter reserves the right to disqualify any entrant submitting an entry which, in the opinion of the Promoter, includes objectionable content, including but not limited to profanity, nudity, potentially insulting, discriminatory, unlawful, infringing, hateful, pornographic, or sexually suggestive photos, scandalous, inflammatory, or defamatory images.

5.4 The image submitted must have the permission of all individuals in the photo before it is uploaded, and the entrant must own the copyright of the image they submit. The entrant warrants to the Promoter that it has obtained all relevant consents of third persons contained in the image with respect to the use and publication of the image.

5.5 Entrants confirm and promise that their entry is an original and unpublished work and does not infringe the rights of any other person.

5.6 Entry in the Competition is free (excluding internet connection charges), no purchase is required to enter the promotion.

- 5.7 The Promoter, its agents, affiliates, or representatives will not be liable for any lost, late, or misdirected entries.
- 5.8 Entries for the Draw must be received within the Promotion Period. The time of entry will in each case be the time the entry is recorded as being posted on Instagram and not the time of transmission by the entrant. The Promoter, its agents, affiliates, or representatives will not be liable for any lost, late, or misdirected entries including delays in the delivery due to technical disruptions, network congestion or for any other reason beyond the Promoters control. The Promoter or its affiliates accept no responsibility for entries not received by the closing date for any reason whatsoever.
- 5.9 Entries not completed in accordance with these terms and conditions, and any incomplete or indecipherable entries, will be deemed invalid.
- 5.10 It is the entrant's responsibility to notify the Promoter if their details change. A request to access or modify any information provided in an entry should be directed to the Promoter.
- 5.11 All entrants warrant to the Promoter that the above entry requirements have been met.

6 How to Win

- 6.1 Within 7 days of the end of the Promotion Period, the Promoter (or its designee) will conduct one random draw from all eligible entries received during the Promotion Period to select One prize winner.
- 6.2 The winner will be contacted (as set out in clause 8.1) and, unless agreed otherwise, announced publicly on Instagram by their Instagram Handle. If you are a winner, you may have to provide additional information (including proof of age or identity or contact details and where to deliver the prize) and/or complete additional documents and return them to the Promoter within a specified period as advised to you.

7 Prizes

- 7.1 The total Prize Pool for this Promotion equals £500 (exclusive of VAT). The winner of this Competition will be entitled to a £500 Bisley Workwear Online Gift Card.
- 7.2 The prizes are not transferable, redeemable, or exchangeable for cash.
- 7.3 The Promoter does not warrant the acceptable quality, suitability and/or fitness for purpose of any goods and/or services awarded as a prize. BSA Brands card terms of use apply to the Prizes.
- 7.4 If the prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute that prize (or that part of the prize) to the equal value.

8 Notification and Acceptance

- 8.1 Prize winners will be notified within 7 days of the prize draw.
- 8.2 The Promoter will contact the winner of this Competition via direct message on Instagram from the @bisleyworkwearuk Instagram account.
- 8.3 The Promoter shall have no liability for any prize notification that is not received by a potential winner for any reason beyond the Promoter's control. Reasonable efforts will be made to contact the prize winner. If any potential prize winner does not accept the Prize within 7 days, or cannot be contacted, or declines the Prize or

is unable to comply with the Official Rules, the Promoter reserves the right in its sole discretion to offer the Prize to an alternative prize winner or to declare the prize as being forfeited and un-awarded.

9 Prize Collection

- 9.1 The winner of this Competition will receive a Gift Card, to their nominated email address, valued at £500 ex VAT to spend only at bisleyworkwear.co.uk
- 9.2 It is a condition of accepting a prize that the winning entrants: (a) must comply with all the conditions of use of the prize and the prize supplier's requirements; and (b) may be required to sign a legal release in a form determined by the Promoter in its absolute discretion, releasing the Promoter from and indemnifying the Promoter against any liability arising from the use of or participation in the prize.

10 Publicity Materials

- 10.1 The Sponsor shall seek informed consent of the Winner in the event that they wish to use the Winner's image for any promotional material in whatever format and on the understanding that no compensation or payment in addition to the Prize will be made to the Winner for such promotional activities.

11 Release and Indemnity

- 11.1 This competition will be conducted using social media which may be based outside the United Kingdom. Information posted, tagged, or commented on, including photographs arising from this promotion may be transferred to this company's server outside the United Kingdom subject to the Promoter ensuring adequate safeguards are in place to comply with data protection laws in relation to any personal information. By entering this Competition, you agree to this transfer.
- 11.2 This Competition is in no way sponsored, endorsed, or administered by or associated with Instagram or any other social network. Entrants acknowledge that:
- a. any information they provide in connection with the Promotion is provided to the Promoter and not to Instagram or any other social network; and
 - b. any questions, comments or complaints regarding the Promotion will be directed to the Promoter, not to Instagram or any other social network; and
 - c. entrants release Instagram and any other social network and their associated companies from all liability arising in respect of the Promotion and use or publication of the image.
- 11.3 The entrant indemnifies the Promoter against any claim, legal or otherwise that may arise out of use or publication of the image as authorised by the entrant or which may be in breach of the entrant's undertakings set out in clause 5.3, 5.4 or 5.5.
- 11.4 The Promoter and its associated agencies and companies assume no responsibility for any incorrect or inaccurate information, either caused by an entrant or due to any of the equipment or programming associated with or utilised in the Competition, or for any technical error, or any combination thereof that may occur in the course of the administration of the Competition including any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of entries, and reserves the right to take any action that may be available which is outside of the Promoters control.
- 11.5 If for any reason, the Competition is not capable of running as planned (including but not limited to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, 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 the Competition), , to take any action that may be available, and to cancel, terminate, modify or suspend the Competition, subject to any direction given under law, or any written directions given by a relevant regulatory authority. The Promoter reserves the right, in its sole discretion, to disqualify any entrant who undermines the fairness of the competition (by, for example, tampering with, or using or exploiting errors in, the entry process to obtain a competitive advantage over other entrants).

- 11.6 Once the prize has left the Promoter's premises, the Promoter and its associated agencies take no responsibility for the prize being damaged, stolen or lost.
- 11.7 The Promoter reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these terms and conditions or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Competition. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
- 11.8 The Promoter reserves the right to remove any photograph from their page and Competition without consent of the entrant.

12 General Prize Conditions

- 12.1 No cash alternative or substitution of Prizes will be allowed, except the Promoter reserves the right to substitute prizes of comparable value if any Prize listed is unavailable for any reason. The Prize is non-assignable and non-transferable. Any Prizes pictured in point-of-sale, online, or print advertising, or other Promotion materials are for illustrative purposes only. The Prize is provided as is. The Winner shall be solely responsible for all, and any taxes incurred by them as a result of winning the prize. All details and other restrictions of the Prize not specified in these Official Rules will be determined by the Promoter in its sole discretion acting reasonably.

13 Decisions Final

- 13.1 The Promoter, at its sole discretion, may accept entries with errors and omissions.
- 13.2 The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age, and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these terms and conditions or who tampers with the entry process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. If there is a dispute as to the identity of an Entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the Entrant.
- 13.3 The Promoter's decision relating to the Promotion and/or redemption of the prizes is final and no discussions or correspondence with entrants or any other person will be entered into.