

## Dunlop CX Racket & Presentation Box Giveaway

### PRIZE 1 DUNLOP CX 200 TOUR 18X20 RACKET & SIGNED PRESENTATION BOX

#### PRIZE DRAW TERMS AND CONDITIONS

##### Background

1. The Promoter of this prize draw is Dunlop International Europe Limited of Thorncroft Manor, Thorncroft Drive, Leatherhead, England, KT22 8JB (**'Dunlop'** or the **'Promoter'**).
2. By entering the prize draw each participant (**'Participant'**) agrees:
  - a. to be bound by these terms and conditions;
  - b. to be bound by the privacy notice; and
  - c. confirms that they are eligible to enter the prize draw and that they are eligible to claim any prize they may win.
3. Only entries received in accordance with these terms and conditions will be accepted.
4. Please see [www.dunlopsports.com](http://www.dunlopsports.com) for a copy of these competition terms and conditions and the privacy notice.
5. Dunlop shall issue a post relating to this prize draw (in the same form, or substantially the same form as set out in Appendix 1) (**'Post'**) from 15<sup>th</sup> February 2019 on its social media platform; Instagram accessible as follows:
  - a. Dunlop's Instagram account (accessible here <https://www.instagram.com/dunloptennisofficial/>)

##### Eligibility

6. The prize draw is open to residents of the United Kingdom and all countries where the prize draw is not prohibited or unlawful and who are a registered user with an active account on any Platform, except:
  - i. employees of Dunlop or its holding or subsidiary companies;
  - ii. employees of agents or suppliers of Dunlop or its holding or subsidiary companies, who are professionally connected with the competition or its administration;
  - iii. anyone affiliated with Kevin Anderson and/or administration of this prize draw in any way; and
  - iv. the immediate family members of any of the persons set forth in (i) or (iii) above (and for these purposes 'immediate family members' shall mean parents, step-parents, children, step-children, siblings or spouses),

each Participant to satisfy themselves as to whether the conditions to entry are met.

7. If you are under the age of 18 at the date of entry, you must obtain written parental or guardian consent to enter and claim your prize. The Promoter may ask the winner to provide proof of age.
8. The Promoter may require a Participant to provide proof that they are eligible to enter the prize draw, including if they are under the age of 18, a copy of their parental or guardian written consent (to the Promoter's satisfaction).

### **How to enter**

9. The prize draw is free to enter and no purchase or payment is necessary.
10. The opening date for entries is 15<sup>th</sup> February 2019. The closing date of the prize draw 23.59 GMT on 28<sup>th</sup> February 2019. Entries shared, submitted or received after this time will not be counted, valid, accepted nor considered.
11. All entries are automatically submitted upon a Participant sharing the Post on any Platform and commenting as requested. No other information is required to enter the prize draw.
12. Entries on behalf of another person will not be accepted. Joint submissions are also not allowed.
13. The Promoter accepts no responsibility for entries that are not successfully completed, delayed, lost, altered or misdirected due to a technical fault, technical malfunction, computer hardware or software, satellite, network or server failure of any kind or any other reason.

### **Prize**

14. The winner (as determined in accordance these terms and conditions) will receive a CX 200 Tour 18x20 Racket and Signed (by Kevin Anderson) presentation box. [The prize will be supplied by Dunlop].
15. The prize will be sent to the winner promptly upon receiving their delivery details in accordance with paragraph 21 below. Please allow 14 days for delivery of the prize.
16. The prize for the winner is non-exchangeable, non-transferable and no cash alternative is offered.
17. The Promoter reserves the right to replace the prize with an alternative prize of equal or higher value if circumstances beyond the Promoter's control makes it necessary to do so.
18. The prize awarded to the winner shall not be used or dealt with in any way that is incompatible with any with applicable laws, statutes and regulations relating to bribery and corruption, including but not limited to the United States Foreign Corrupt Practices Act of 1977 and the UK Bribery Act 2010, and 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.

### **Winner Announcement**

19. One winner will be chosen by random draw by an independent person on 1<sup>st</sup> March 2019.
20. The winner will be notified by Dunlop making an announcement on Instagram that the winning Post was shared before 23:59 on 1<sup>st</sup> March 2019.
21. Following such announcement, the winner must confirm to the Promoter (by directly messaging them on the same Platform) within 2 days of the announcement, their name and address to receive the prize. If the winner does not respond to the Promoter within such time period, then their prize will be forfeited and the Promoter will be entitled to select another winner in accordance with the process described above and this paragraph 21 will apply accordingly until another winner is selected.
22. Dunlop does not accept any responsibility if a Participant is not able to take up the prize.

23. The decision of the Promoter regarding any aspect of the prize draw is final and binding and no correspondence will be entered into about it.
24. The Promoter reserves the right to refuse entry to this prize draw, or refuse to award the prize to anyone in breach of these terms and conditions. The Promoter reserves all rights to disqualify a Participant if their conduct is contrary to the spirit or intention of this prize draw.
25. The winner's name and country can be obtained by sending an email to [marketing@dunlop.com](mailto:marketing@dunlop.com) with the subject heading 'Prize Draw' at any time after 2<sup>nd</sup> March 2019 (provided that the winner has been determined in accordance with paragraphs 19 and 21) but by no later than 15<sup>th</sup> March 2019.

### **General**

26. By entering this prize draw each Participant agrees he or she shall not at any time make any defamatory, disparaging, derogatory or negative comments or statements in any form about Dunlop and/or Kevin Anderson or any associated person thereto (including employees, sponsors and officials) or act in any way that may bring any such person into disrepute or harm its name or reputation in any way. If Dunlop notifies a Participant that in its reasonable opinion he or she has made any such comment or statement, the Participant agrees to withdraw, delete and/or remove such statement (to the extent possible and reasonable in the circumstances, including the process for withdrawing, deleting or removing such statement on the platform/in the medium it was made).
27. The Promoter reserves the right to hold void, cancel, suspend, or amend (temporarily or permanently) the prize draw with or without prior notice where it becomes necessary to do so.
28. 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.
29. If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
30. The Promoter shall not be liable for any failure to comply with their obligations relating to this prize draw where the failure is caused by something outside its reasonable control. Such circumstances shall include, but not be limited to, weather conditions, fire, flood, hurricane, strike, industrial dispute, war, hostilities, political unrest, riots, civil commotion, inevitable accidents, supervening legislation or any other circumstances amounting to force majeure.
31. The prize draw will be governed by English law and entrants to the prize draw submit to the non-exclusive jurisdiction of the English courts.

## Appendix 1: Post

