

## TERMS AND CONDITIONS OF DIGITAL ROYAL ASCOT COMPETITION

### INTRODUCTION

1. This promotion is a prize draw (the "Competition") being run by Harrogate Spring Water, Harlow Moor Rd, Harrogate, North Yorkshire HG2 0QB ("the Promoter" and "Us").
2. These are the terms and conditions that govern the relationship between you, the entrant and Us.

### ELIGIBILITY

3. The Competition is open only to residents in the UK and Europe aged 18 or over.
4. The following people are not eligible to enter the Competition:
  - a. Employees of the Promoter;
  - b. Members of the immediate families of Employees of the Promoter;
  - c. Anyone professionally connected with the Competition or its administration.
5. By submitting a Competition entry, you are agreeing to be bound by these terms and conditions and confirm that you are eligible to do so and eligible to claim the prize. The Promoter may require you to provide proof that you are eligible to enter the Competition.
6. The Promoter reserves the right to refuse entry, or to refuse to award the prize to anyone in breach of these terms and conditions.

### HOW TO ENTER

7. To enter, complete the online entry form at the designated competition website '(<https://www.harrogatespring.com/royalascot/>)'
  - 7.1 You may only submit one entry to this Competition. Entries over the maximum number of entries will be void and will not be entered into this Competition.
8. This Competition is in no way sponsored, endorsed, administered by or in association with Facebook or Twitter. You are providing the entry to the Promoter, Harrogate Spring Water, Ascot Racecourse and affiliated suppliers of the competition prize only.
9. There is no entry fee and no purchase required.
10. The Promoter will not be liable for any failure of receipt of Competition entries and takes no responsibility for entries that are lost, illegible, corrupted, damaged, incomplete or otherwise invalid as a result of any equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind.

## PROMOTION PERIOD

11. The Competition for the main prize of a two night stay at Swinton Estate including a private tour of Kingsley Park, home of Johnston Racing, will run from Friday 7 May 2021 (the "Opening Date") to Sunday 20<sup>th</sup> June 2021 (the "Main Prize Closing Date") inclusive.
12. All competition entries must be received by the Promoter at the competition website set out in condition 7, by no later than 5pm on the Closing Date set out in clause 11. All competition entries received after the Closing Date are automatically disqualified.

## PRIZE

13. There is one (1) main Competition prize available to be won, which will include the following for two people:
  - Fine dining in Samuel's Restaurant on one night
  - 'Estate to plate' dining experience in The Terrace on one night
  - A two night stay in a Knights room for two people with breakfast
  - 55 minute spa treatment per person
  - Luxury Manicure or Pedicure per person
  - Nutritious wellness poolside lunch on one day
  - Bottle of Champagne in room on arrival
  - Access to the parkland and gardens throughout stay
  - A tour of Kingsley Park, the home of Johnston Racing in Middleham

The prize is subject to availability and is valid until 31/03/2022. Samuel's dinner is off the three-course classic evening menu. A £45 per person food allocation is given for dinner in The Terrace. Access to Swinton Country Club & Spa is available complimentary from 3pm on day of check-in until 11am on day of check-out (Government guidelines dependant). 55-minute spa treatment per person, to be taken throughout the stay at a value of £95. Choose between a Manicure or Pedicure per person to be taken throughout the stay.

The specific arrangements will be provided to the winner following notification. Details of the prize winners will be shared with Royal Ascot, Swinton Estate and Johnston Racing.

14. The Promoter accepts no responsibility for any costs not specifically included in the prize. No travel or subsistence costs other than those specifically detailed in the winner's prize documents will form part of the prize. Any other costs that are incidental to the fulfilment of the prize are the responsibility of the winner.
15. The prize must be accepted as awarded and is non-exchangeable and non-transferable. If, due to circumstances beyond the Promoter's control, the prize becomes unavailable the Promoter reserves the right to substitute the prize with a prize of equal or greater value.
16. There is no cash alternative for the prize.

## SELECTION OF WINNER

17. The winner (1) of the 'Main Competition Prize' (1) will be selected at random from all the entries by the Promoter on 22 June 2021 (the "Main Prize Draw Date").

18. The Promoter will contact the 'Main Prize Competition Winner' personally as soon as reasonably practicable after the Draw Date (the "Announcement Date"), using contact details provided with the Competition entry.
19. If the Promoter cannot be contacted or is not available or has not claimed their prize within one (1) week of the Announcement Date, the Promoter reserves the right to offer the prize to the next eligible entrant selected from all the remaining entries.
20. The Promoter does not accept any responsibility if you are not able to take up the prize.
21. The Promoter will send the name and county of the winner to anyone who writes within 14 days of the Draw Date of the Competition requesting details of the winner and who encloses a self-addressed envelope.

#### LIMITATION OF LIABILITY

22. Insofar as is permitted by law, the Promoter will not in any circumstances be responsible or liable to compensate you or accept any liability for any loss, damage, personal injury or death occurring as a result of entering this Competition or taking up the prize except where it is caused by negligence of the Promoter. Your statutory rights are not affected.

#### OWNERSHIP OF COMPETITION ENTRIES AND INTELLECTUAL PROPERTY RIGHTS

23. All Competition entries submitted to the Promoter will become the property of the Promoter on receipt.
24. By submitting your Competition entry 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, Design 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.
25. You agree that the Promoter may, but is not required to, make your entry available on its website 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 license, for the full period of any intellectual property rights in the Competition entry, to use, display, publish, transmit, copy, edit, alter, store, reformat and sub-license the Competition entry for such purpose.
26. In entering the competition you agree to participating in any pre or post event publicity including that on the day of the event.

#### DATA PROTECTION

27. By entering the Competition you give consent to the Promoter to process your personal information for the specific purpose of entering into the Competition.

28. By opting in to the receiving of promotional, marketing and news from the Promoter, Ascot Racecourse and Swinton Park Estate, on the Competition entry, you agree to the herein mentioned parties processing your personal information for the specific purpose of providing you promotional, marketing information and news.
29. The Promoter will at all times, while handling your personal data, act in accordance with General Data Protection Regulations (GDPR).
30. If you are the winner of the Competition, you agree that the Promoter may use your name, image and town or country of residence to announce the winner of this Competition and for any other reasonable and related promotional purposes.
31. If you do not want your surname and county including on the list of winners referred to above, you must notify the Promoter a reasonable period of time before the closing date of the Competition.
32. By entering the Competition, you agree that any personal information provided by you with the Competition entry may be held and used by the Promoter or its agents and suppliers to administer the Competition.

#### GENERAL

33. 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.
34. If any entries include any inappropriate or explicit content the entry will be invalid and will be removed.
35. The Promoter reserves the right to hold void, suspend, cancel or amend the Competition where it becomes necessary to do so.

36. These terms and conditions shall be governed by English Law, and the parties submit to the non-exclusive jurisdiction of the courts of England.