

## Terms and Conditions

### Definitions:

**CONTEST:** The Competition operated by the Promoter to which these Terms and Conditions Apply, wherein the Entrants submit entries via the website [www.winageorgianhome.com](http://www.winageorgianhome.com) or by post to win the Prize.

**PRIZE:** 40A Durnford Street, Plymouth, Devon, PL1 3QN

**VALUATION:** (Estimated by owners) £350,000 plus stamp duty, and solicitors' conveyancing fees (inclusive of the winner's solicitors' fees up to a maximum of £1000 + VAT )

**PROMOTERS:** Miss Katherine Leadbeater or 40A Durnford Street, Plymouth, Devon, PL1 3QN & Helm Squared (The Promoters)

**QUESTION:** The Question which the Entrants must answer correctly (in substantial accordance with the answer held by the Promoters) to obtain an opportunity to win the Prize.

**ENTRY:** An answer submitted to the Question by the entrant to obtain an opportunity to win the Prize

**ENTRANT:** Any person (not including a limited company, partnership or limited liability partnership) who enters the Competition through the Website or by post to win the Prize.

**WINNER:** The Entrant chosen at random on or after the Closing Date who will receive the Prize in accordance with these Terms and Conditions.

**WEBSITE:** [www.winageorgianhome.com](http://www.winageorgianhome.com)

**OPENING DATE:** February 26<sup>th</sup> 2018

**CLOSING DATE:** Two closing dates, depending on amount of tickets sold. 30<sup>th</sup> April 2018 or 25<sup>th</sup> July 2018. Free postal entries will be given 3 days grace period to arrive after the close of the draw. Date can be extended if enough tickets are not sold.

**MAXIMUM NUMBER OF PAID ENTRIES:** 150,000

### General

By entering the competition via the Website, Entrants are deemed to have read and accepted these Terms and Conditions and agrees to be bound by them;

Upon entering the Competition, all Entrants must submit all contact details requested by the Promoters (which must include a valid e-mail address) which will be used for the following purposes:

(a) to notify the Winner that they have won the prize; (b) to post the Winner's

name and town of residence on the Website; and (c) to comply with the Privacy Policy.

All entrants are solely and completely responsible for providing the Promoters with accurate and current contact details.

The Promoters will be in no way liable for any failure or inability to make contact with any Entrant due to any errors, omissions or inaccuracies in the contact details provided by the Entrants or otherwise.

Privacy policy - The Entrants and the Promoters recognise that the Promoters may use contact details and other data including personal data as defined by the Data Protection Act 1998 supplied by the Entrants to the Promoters to administer the Website and conduct the Competition according to these Terms and Conditions. The Entrants and the Promoters also recognise that the Promoters may (either by choice or at the request of a third party) also disclose this information to relevant third parties for the purposes of the prevention of fraud, money laundering, legal or other financial or regulatory reasons.

The Competition is operated by the Promoters.

The Competition is open for entry to all persons aged 18 or over excluding the Promoters. Entries made by the Entrants to the Competition will only be valid if made via the Website or as instructed by 1st class post on either a postcard or inside an envelope.

By entering into the Competition, all Entrants acknowledge that their payment of £5.00 (GBP) per entry to answer the Question and thereby enter the Competition does not guarantee in any way that they will win the prize.

The Promoters do not in any way guarantee the value of the Prize

Only completed Entries will be entered into the Competition

As a condition of entering the Competition, Entrants must ensure that, by doing so, they do not contravene any laws of their country of residence. The Promoter will not be liable in any way if an Entrant enters the Competition unlawfully;

The Entrants and the Promoters recognise that the Competition, its administration and all associated activities are governed by English Law and the Promoters and Entrants recognise that the County or High Courts of England shall have exclusive jurisdiction in the event of any dispute arising out of the Competition or its administration;

By entering the Competition, Entrants warrant that all information which they submit is accurate, true, current and complete. The Promoters reserve the right to disqualify any entrant (entirely at their own discretion) if there are reasonable grounds to believe the Entrant has acted in breach of any of these Terms and Conditions

There is no limit to the number of entries that any one person can make via this website. The Promoter is not responsible or liable in any way for the Valuation

and makes no representation or warranty in respect of its accuracy.

All Entries will become the property of the Promoters on receipt and will not be returned.

The Promoters reserve the right to amend these terms and conditions at any time and for any reason.

#### The Prize

The purpose of the Contest is to win the Prize;

Further details in relation to the Promoter's title to the Prize can be found on the Website;

The Prize will be transferred by the Promoter to the Winner of the Contest free from all mortgages, charges and other encumbrances, at the Promoter's expense and including all fees, charges and taxes.

The Winner shall ensure that the Prize is registered at HM Land Registry in the Winner's name; Payments will only be accepted in pounds sterling.

English is the only language in which an Entrant may submit their entry.

#### The Contest

The process to determine the Winner will begin the day after the closing date and a final decision will be made within 21 days of that date.

The price of entering the competition is £5.00 (GBP) per entry and is payable using the "Buy Now" button on the "Enter Contest" page of the Website.

In answering the Question, the Entrant recognises that they must exercise skill and judgement to give the correct Answer;

To conclude an entry into the Competition, an Entrant will be asked to provide their contact details (including postal and e-mail addresses and a telephone number) and card payment details. Once the Entry is submitted, the Entrant's card payment will be electronically approved.

When the Maximum Number Of Entries or the Closing Date is reached, the Competition will close; however the Promoters reserve the right to extend the closing date by up to 6 months at their discretion.

All Entries to the Competition are final and no refunds shall be made at any time or for any reason, except in the case of entries submitted after the Closing Date.

The winner of the Prize will be the Entrant whose details are randomly drawn before an audience of invited guests, members of the Press and in the presence of a Solicitor.

The Promoters' decision is final and no correspondence will be entered into about

the result of the Competition following the determination of the Winner as described above;

The Winner will be required to forward a copy of their passport or driving licence to the Promoters to prove their identity and that their Entry was made using a valid debit/credit card belonging to the Entrant or used with the express authorisation of the card holder.

Each Entrant agrees that the usual requirement under the Consumer Protection(Distance Selling) Regulations 2000 for any goods and services ordered online to be supplied within 30 days will not apply to this Prize Competition.

If the Winner cannot be contacted by the Promoter within 21 days of being notified of their status as the Winner by e-mail, telephone and mail to the contact details submitted in their entry, the Promoter shall be entitled to award the Prize to the Entrant selected by drawing another winning entry at random in the same method as described above ("The Alternate Winner"). The Alternate Winner shall have 7 days from notification of their status by the Promoters to communicate their acceptance of the Prize.

The Winner will be required to sign a transfer deed to transfer the Property into the Winner's name within 28 days of Transfer of the Property

#### Closing the contest

If the Maximum Number of Entries to the Competition is not equal to the number of entries received as at the closing date, the Competition will close and the proceeds will either be deemed sufficient to award the house as a prize at the discretion of the promoters, or the remaining funds will be allocated as a cash prize to a winner after the deduction of any expenses and marketing fees.

The Promoters will be entitled to retain 10% of the Entry Fees to cover administration and marketing expenditure. A further 10% of the Entry Fees will be paid to each of the 2 charities. Ticket fees and costs will also be paid from the balance. The remaining balance is "the Prize Fund". The Prize Fund will then be distributed to the winning Entrant;

#### Other Issues

All Entry Fees will be maintained in a separate bank account by the Promoters until the Winner of the Competition has been determined;

The Winner(s) agrees to allow the Promoters to display his or her name on the Website in accordance with the Privacy Policy. The name, age and town of residence of the Winner will be posted on the Website for the purposes of announcing the Winner of the Competition within 24 hours of the Winner being determined.

Entrants authorise the Promoters to enter their personal details into their database and to use the information in accordance with the provisions of the Data Protection Act 1998 and subject to the terms of Privacy Policy.

The Promoters reserve the right to cancel the Competition at any time either before or after tickets have been sold. If the Competition is cancelled, the Promoters will return the Entry Fees to each Entrant (either by bank card refund or by cheque and in one combined payment where several entries have been made by a competitor). Where the Entry Fee is returned, the Promoter shall have no further liability to the Entrant or to any other person;

The Promoters make no representation or warranty as to the Valuation or the Prize, its structural or cosmetic condition or its ability to be sold. Entrants should make and rely on their own enquiries and legal advice about the Prize before entering the Competition.

Save for death or personal injury the Promoters will not be liable for any loss (including economic loss) suffered to or sustained by any person or property as a result of any act or omission of the Promoters, nor will their servants or their agents in developing, planning and Administrating the Competition, distributing the Prize to the Winner or following the distribution of the Prize; The Promoters accept no liability for errors or omissions contained within the Prize details, description or specification or any other part of the Website. It is the responsibility of each Entrant (and in particular the Winner) to satisfy him/herself as to the accuracy of any such details and/or any content of this website.

The Promoters will not be liable for any loss suffered by an Entrant as a result of incomplete entries or failed computer communications or for any loss suffered as a result of use of the Website.

The Promoters do not accept responsibility for entries which they do not receive due to failures in computer systems, other malfunctions, high Internet traffic, hardware failure, software failure, server faults or any other reason.

These competition rules shall not create or be construed as creating any form of contract, joint venture or other agreement between any Entrant and the Promoters.

An entry shall be declared void (without any refund being given) if the entrant engages in: (a) any form of fraud (actual or apparent); (b) fraudulent misrepresentation; (c) fraudulent concealment; (d) hacking or interference with the proper functioning of the website; or (e) amending, or unauthorised use of, any of the code that constitutes the Website.

Each entrant should retain a copy of these Terms and Conditions for their future reference.