

TERMS AND CONDITIONS

1. INTRODUCTION

These Terms and Conditions ("Terms and Conditions") apply to the Competition . Please read these Terms and Conditions carefully before entering the Competition. You should understand that by entering the Competition, you agree to be bound by these Terms and Conditions.

2. DEFINITIONS

- 1) Entries will only be accepted on the official entry form. Illegible or amended entries will be disqualified, as will those not in accordance with these rules. No responsibility can be accepted for entries, lost, mislaid damaged or delayed beyond the competition closing date.
- 2) The competition is open to UK residents except employees (and their immediate relatives) of Symington's.
- 3) Prizes will be awarded to the randomly selected winners for each item.
- 4) The judge's decision is final and no correspondence will be entered into.
- 5) No cash alternative will be offered in lieu of prizes.
- 6) No entrant may win more than one prize per competition
- 7) Winners will receive their prizes within 12 weeks of the closing date
- 8) The promoters address is; Symington's, Thornes Farm Way, Pontefract Lane, Leeds, LS9 0DN
- 9) Copyright Symington's 2010
- 10) Correspondence to the winners will be from Symington's
- 11) Your personal details will be held by Symington's and will be used only for the purpose of administering this competition.
- 12) Competition runs from 15th June 2010 to 30th September 2010

3. GENERAL

1. All Entrants are solely responsible for providing the Promoter with accurate and current contact details.
2. The Promoter 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 that Entrant or otherwise.
3. **PRIVACY POLICY:** The Entrants and the Promoter recognise that the Promoter and their agents and advisers may use contact details and other data including personal data as defined by the Data Protection Act 1998 supplied by the Entrants to the Promoter to administer the competition and conduct the Competition according to the these Terms and Conditions. The Entrants also recognise that the Promoter 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.

4. The Competition is operated by the Promoter and the Promoter's agents and advisers.
5. The Competition is open for entry to all persons aged 16 or over excluding the Promoter, professional advisers or anyone else connected with the development or operation of the Website or with the administration of the Competition.
6. The Promoter does not in any way guarantee or make any representation as to the value of the Prize.
7. Only Valid Entries will be entered into the Competition.
8. 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.
9. Each Entrant recognises that the Competition is a prize competition for the purposes of, inter alia, Section 14(5) of the Gambling Act 2005 and that to win the Competition depends to a substantial degree on the exercise of the skill, judgment and knowledge of each Entrant and that the Prize is not allocated wholly by chance.
10. By entering the Competition, each Entrant represents and warrants that all information which he or she submits is accurate, true, current and complete. The Promoter reserves 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.
11. All Entries will become the property of the Promoter on receipt and will not be returned.
12. The Promoter reserves the right to make reasonable amendments to these Terms and Conditions at any time and for any reason.

OTHER ISSUES.

13. The Promoter reserves the right to cancel the Competition at any time.
14. The Promoter makes no representation or warranty as to the Estimated Valuation or the Prize, Entrants should make and rely on their own enquiries and legal advice about the Prize before entering the Competition.
15. The Promoter cannot accept any responsibility for any damage, loss, injury or disappointment suffered by any Entrant entering the Competition or as a result of accepting the Prize. Nothing shall exclude the Promoter's liability for death or personal injury as a result of its negligence.
16. The Promoter accepts no liability for errors or omissions contained within the Prize details, description or specification or any other part of the Advert . It is the responsibility of each Entrant to satisfy him/herself as to the accuracy of any such details and/or any content of this Advert.
17. These Terms and Conditions shall be governed by and construed in all respects in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English courts.
18. These Terms and Conditions shall not create or be construed as creating any form of contract, joint venture or other agreement between any Entrant and the Promoter.

19. The Promoter reserves the right to cancel or amend the Competition and the Terms and Conditions without notice in the event of a catastrophe, war, civil or military disturbance, act of God or any actual or anticipated breach of any applicable law or regulation outside the Promoter's reasonable control.
20. The winner will assume responsibility for all liabilities connected to the Prize

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