



## **PRIZE COMPETITIONS TERMS & CONDITIONS**

The Trop Co (The Promoter)– [www.tropco.co.uk](http://www.tropco.co.uk)– Operator of skill-based competitions which results in allocation of prizes

### **PRIZE**

Whilst the promotor may run more than one competition at any time, each competition will have a specific prize.

### **QUESTIONS**

To have an opportunity to win the prize specific to a given competition, the entrant must answer the qualifying question correctly (in one with the answer held by the promoter).

### **ENTRY**

To enter a competition, the entrant must provide the correct answer for each question and in addition to this pay the correct fee due for the respective competition. Payment must be made in pounds sterling (GBP or £). Payment can be made by the entrant or on behalf of the entrant. Entries can also be made by the postal entry route outlined in section 4.8-4.9. All entrants must be located and operating from the United Kingdom, applicants from outside this area will result in their tickets being void.

### **ENTRANT**

An entrant is any person who enters the competition through the website or free entry method.

### **WINNER**

An entrant will be chosen at random either before or after the closing date. This entrant will be declared the winner and who will receive the prize in accordance with the terms and conditions. The winner may be asked for proof of identify which must match the details provided when entering the competition. Only if these details match will the prize be awarded.

### **MAXIMUM NUMBER OF ENTRIES**

Each competition will have a maximum number of entries as displayed in the competition details. The competition will close once the maximum number of entries has been reached for the respective competition. If the competition closes before the closing date, the promotor may draw the winner for the completion early, but will notify the entrants 48 hours before the draw date. If

the number of paid entries at the time of the closing date does not reach the maximum number of paid entries the prize may still be awarded at the discretion of the promoter if the number of paid entries is deemed sufficient.

## WEBSITE

[www.tropco.co.uk](http://www.tropco.co.uk)

## GENERAL

1.1 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.

1.2 Upon entering the competition, all entrants must submit all contact details as requested by the promoter, which must include but is not limited to a valid email address and phone number, 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
- (c) to comply with the privacy policy.

1.3 All entrants are solely and completely responsible for providing the promoter with accurate contact details, including providing new contact details if they change before the end of the competition.

1.4 The promoter will not be liable for any inability to contact the entrant due to errors or any inaccuracies with the contact details provided by the entrant.

1.5 Applicants must reside in the UK.

## Privacy policy

2.1 The entrants and the promoter recognise that the promoter 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 website and conduct the competition according to these Terms and Conditions.

2.2 The entrants and the promoter 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.

## Competition

3.1 The competition is operated by the promoter.

3.2 The competition is open for entry to all persons aged 18 or over. The promoter, their family or anyone connected with the development or operation of the website and/or conducts administration for the competition may not enter the competition.

3.3 By entering into the competition, all entrants acknowledge that if a correct answer to the question is given and payment made, therefore successfully entering the completion, does not guarantee in any way that they will win the prize.

3.4 The promoter does not in anyway provide a guarantee outside of any manufacturers warranties for any prizes won.

3.5 Only completed entries which contain the correct answer as held by the promoter will be entered into the competition. Failure to answer any question correctly via the website will still result in any entrant being charged. However, the promoter will contact the entrant to provide them with a further opportunity to answer the question correctly.

3.6 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.

3.7 The entrants and the promoter recognise that the competition, its administration and all associated activities are governed by English Law and the promoter 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.

3.8 The promoter reserves the right to refuse or disqualify any entrant if it has reasonable grounds for believing that an entrant has contravened any of these terms and conditions or acted in a way that is reasonably considered by the Promoter to be illegal.

3.9 All entries will become the property of the promoter on receipt and will not be returned.

#### Entry

4.1 In answering the question, the entrant recognises that they must exercise skill, knowledge and judgement to give the correct answers

4.2 A maximum of 50 entries are permitted for any individual entrant for each competition unless otherwise stated on the product page

4.3 To conclude an entry into the competition, the entrant will be asked to provide their contact details (including postal and e-mail addresses and a telephone number) and payment details (for entry fee only). Once the entry is submitted, the entrant's payment will be electronically approved.

4.4 When the maximum number of entries and/or the closing date is reached, the competition will close; however the promoter reserves the right to extend the closing date by up to 8 weeks at their discretion.

4.5 All entries to the competition are final and no refunds shall be made at any time or for any reason, except where the promoter cancels the competition.

4.6 The promoter's decision is final and no communication will be entered into about the result of the competition following the determination of the winner as described above.

4.7 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.

4.8 Postal Entries:

You are entitled to a single entry to each competition via Postal Entry.

If you are looking to enter any of our competitions for free, we ask that you please send an unenclosed letter via First Class Post including the following information:

- 1 – The competition you would like to take part in (please include the link url and title)
- 2 – The Answer to the question that is specific for that particular competition
- 3 – Your Full Name
- 4 – Your Date Of Birth
- 5 – Your Postal Address
- 6 – Contact Number
- 7 – Email Address we can reach you on.
- 8 – Your username for your account on the website

In order to ensure you are entered into the draw you must have the correct answer to the question of the competition. All free entries must be received before the close of the competition. Only one entry per envelope is permitted.

Failing to meet the above requirements will result in a void entry into the particular competition.

Send your entries to: The Trop Co. Bourne Valley Fish Farm. Hamptons Road. Hadlow. Kent TN11 9RG

#### CLOSING THE COMPETITION

5.1 If the number of entries to the competition does not exceed the maximum number of entries at the closing date, the competition will either close and the proceeds will either be deemed sufficient to award the prize at the sole discretion of the promoter , or the remaining funds will be allocated as a cash prize to a winner after the deduction of any expenses and marketing fees.

5.2 The promoter will be entitled to retain 30% of the entry fees to cover administration. The remaining balance following deduction of the 30% plus expenses (marketing, payment solutions , legal fees , website hosting) is the "Prize Fund". The Prize Fund will then be offered to the winning entrant.

5.3 If the Winner cannot be contacted by the Promoter within 7 days of being notified of their status as the winner by e-mail, telephone, Facebook and/or mail via the contact details submitted along with their entry, then the Promoter reserves the right to then select an alternate winner, who will then have 7 days to accept the prize following the same routes of contact as the original winner. The original winner will have no claim to the prize after the alternate winner is selected.

#### CONTEST/SELECTING WINNER

6.1 The winning entrant will be selected at random using a random number generator, which will be performed live on Facebook.

6.2 Full details of the draw date/time will be confirmed once the competition has been concluded via Facebook and or our website. This decision will be made within 72 hours of the close of the competition.

6.3 Entry lists will be displayed on our Facebook page @thetropco prior to any draw taking place, unless otherwise stated.

6.4 Draw numbers will be allocated when the order is processed but may be subject to change until the draw is confirmed to be closed and entry lists are finalised. For instance if the competition closes early and less than the maximum number of tickets have sold. Or in the rare case of any human or PC error.

6.5 There will only be one winner per competition unless otherwise stated.

6.6 Applicants outside of our delivery area in the UK will be contacted and refunded if necessary.

#### PRIZE

7.1 The promoter owns any prize offered until the winner has been successfully contacted and reserves the right for 7 working days to cancel due to fraudulent circumstances.

7.2 The prize will only be that as awarded at the time of the draw. Any alternatives considered will be at the discretion of the promoter.

7.3 The prize, if suitable to do so, will be shipped by the promoter to the address provided upon entry only. If it is not possible to ship the prize i.e. courier legislation, an alternative option will be decided with the winner.

#### MISCELLANEOUS

8.1 The winner agrees to allow the promoter to display his or her name on the website in accordance with the Privacy Policy. The name 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.

8.2 The winner also agrees upon receipt of the prize that they are required to provide photo(s) and or video(s) for promotional purposes if requested to do so.

8.3 Entrants authorise the promoter 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.

8.4 The promoter reserves the right to cancel the competition at any time either before or after tickets have been sold. If the competition is cancelled, the promoter will return any entry fees paid to each entrant (Using their original method of payment). Where the Entry Fee is returned, the promoter shall have no further liability to the entrant or to any other person

8.5 Save for death or personal injury the promoter 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 administering the competition, distributing the prize to the winner or following the distribution of the prize. The promoter accepts 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.

8.6 The Promoter 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.

8.7 The promoter does 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.

8.8 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.

8.9 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.

8.10 The Promoter reserves the right to amend these terms and conditions at any time. Any changes will be immediately published on the competition home page.

Full Promoter details are:

The Trop Co

Andrew Lintott & Assocs. Ltd

Bourne Valley Fish Farm

Hamptons Road

Hadlow

Kent TN11 9RG

Tel: 01732 243434

Co. Reg. Number 03522478

VAT No. GB702453371