#### PROMOTIONAL TERMS AND CONDITIONS

## RACE TEAM MANAGER PROMOTION

These terms and conditions ("Terms and Conditions") prevail in the event of any conflict or inconsistency with any other communications, including advertising or promotional materials. Entry/claim instructions are deemed to form part of these Terms and Conditions and by participating all entrants will be deemed to have accepted and be bound by them. Please retain a copy for your information.

**Promoter:** ACO Technologies PLC, ACO Business Park, Hitchin Road, Shefford, Bedfordshire, SG17 5TE (the "Promoter")

## **Eligibility**

- 1. The promotion (the "Promotion") is open only to residents of the United Kingdom (England, Scotland, Wales and Northern Ireland) aged 18 (eighteen) years or over and excludes employees and their immediate families of the Promoter or their agents or anyone professionally involved in F1®.
- 2. All teams who register must be employed by a UK Builders Merchant. Proof of such employment may be requested.
- 3. Teams registering for the 'Team Challenge' to consist of between 2 (two) and 5 (five) people.
- 4. Only registered entrants of the 'Team Challenge' are permitted to participate in the 'Drivers Challenge'.
- 5. Entrants cannot be members of more than one team.
- 6. Entrants will require internet access.

#### **Promotional Period**

- 7. The Promotion is in 2 (two) parts:
  - a. The 'Team Challenge'
  - b. The 'Drivers Challenge'
- 8. Entry for the 'Team Challenge' opens with pre-registration on  $13^{th}$  July and closes on  $5^{th}$  November 2017.
- 9. The Promotion website server to which all entries will be submitted is the official timekeeping device for the Promotion. Except as otherwise stated, all times shall be BST (UTC+1).
- 10. The 'Team Challenge' questions follow the entry timetable below:

Question	Race Location	'Team Challenge' start date	Challenge deadline date and
Set		and time	time (BST)
1	Italian Grand Prix, Monza	21/08/17 12.01pm	11/09/2017 12.00 midday
2	Singapore Grand Prix	11/09/17 12.01pm	25/09/2017 12.00 midday
3	Malaysian Grand Prix, Kuala Lumpa	25/09/17 12.01pm	02/10/2017 12.00 midday
4	Japanese Grand Prix, Suzuka	02/10/17 12.01pm	15/10/2017 12.00 midday
5	United States Grand Prix, Austin	16/10/17 12.01pm	23/10/2017 12.00 midday
6	Mexican Grand Prix, Mexico City	23/10/17 12.01pm	05/11/2017 12.00 midday

11. The 'Driver Challenge' entry deadline is 16.00hrs BST the Friday prior to the applicable Grand Prix Race as detailed below.

Location	'Drivers Challenge' entry deadline (BST)	Grand Prix Race start date and time (local)

Italian Grand Prix, Monza	01/09/2017 16.00hrs	03/09/2017 14:00hrs
Singapore Grand Prix	15/09/2017 16.00hrs	17/09/2017 20:00hrs
Malaysian Grand Prix, Kuala Lumpa	29/09/2017 16.00hrs	01/10/2017 15:00hrs
Japanese Grand Prix, Suzuka	06/10/2017 16.00hrs	08/10/2017 14:00hrs
United States Grand Prix, Austin	20/10/2017 16.00 hrs	22/10/2017 14:00hrs
Mexican Grand Prix, Mexico City	27/10/2017 16.00 hrs	29/10/2017 13:00hrs

#### How to Enter

12. The promotion relates to the F1® Grand Prix Races:

•	Italian Grand Prix, Monza	03/09/2017
•	Singapore Grand Prix	17/09/2017
•	Malaysian Grand Prix, Kuala Lumpa	01/10/2017
•	Japanese Grand Prix, Suzuka	08/10/2017
•	United States Grand Prix, Austin	22/10/2017
•	Mexican Grand Prix, Mexico City	29/10/2017

- 13. To enter the 'Team Challenge' entrants must visit the promotional website <a href="https://www.raceteammanager.co.uk">www.raceteammanager.co.uk</a> and then:
  - 1. Register and name a team of between 2 (two) and 5 (five) people within the 'Team Challenge' Promotional Period.
    - i All entrants must register for their chosen team at the same time. It is not possible to add entrants to any team after the team has been named.
  - 2. Appoint a spokesperson/manager for the team.
  - 3. Allocate 1 (one) valid email address and team login in per team.
    - i. The chosen login password is accessible to allow team members to submit either team or individual entries.
  - 4. The nominated team manager to ensure all team members are aware of the Promotional Terms and that all team members can submit entries on behalf of their team.
- 14. Once registered, entrants are able to participate in both the 'Team Challenge' and the 'Drivers Challenge'.
- 15. Late Team Registration. If a team registers for the 'Team Challenge' after one or more race has taken place they may still participate.
- 16. At the end of the Promotion, the Promotor will allocate 2 (two) teams a 'Wildcard' entry to the 'Grand Final' from any teams that have not already won a place at the Grand Final. The 'Wildcard' entries will be selected in a random draw. If a 'Wildcard' team cannot attend then a reserve wild card team will be selected.

# 'Team Challenge'

- 17. 5 (Five) questions relating to F1® and the Promotor's brand are set each race weekend by a specialist auto sport journalist ('Expert Advisor").
- 18. Teams have a minimum of one week to submit their answers. Points are awarded for each correct answer, as determined in advance by the Expert Advisor, and will accumulate over the duration of the Promotion and displayed on a leader board on the promotional website.
- 19. The Expert Advisors decision is final and no correspondence can be entered into regarding the questions or points awarded.
- 20. The top 6 (six) teams on the leader board and up to (2) two 'Wildcard' teams will be awarded a place at the 'Grand Final' event in December 2017.
- 21. Should a team tie in points with another team for a place at the 'Grand Final', the place will be awarded to the team with the highest number of points in the 'Drivers Challenge'.
- 22. During the 'Grand Final' event there will be a series of Carrera slot car time trials and head to head races. The winning team will be the one with the highest number of points after a series of team challenges including a quiz and a slot car driving track race activity.
- 23. Winners prizes will be awarded at the 'Grand Final'.

# 'Drivers Challenge'

24. Entrants are invited to predict for each race the following eventualities:

- 1) Race Positions:
  - correctly predict which F1® Drivers will finish in 1st, 2<sup>nd</sup>, 3<sup>rd</sup> place
- 2) First driver to pit-stop:
  - correctly predict which F1® Driver from the field will be the first to pit-stop
- 25. For the avoidance of doubt, the term 'pit stop' is a brief stop made during the race at a pit for repairs, tyre replacement etc but excludes a return to the pits due to early retirement, exclusion, a time penalty or crash.
- 26. Once submitted, driver predictions cannot be updated or changed.
- 27. The Promotor will verify results as published on the official F1® website www.formula1.com
- 28. Only genuine registered entrants of the 'Team Challenge' can be entered in the 'Drivers Challenge'. Any attempts to undermine the entry process will mean disqualification of entry.
- 29. No entries from agents, third parties, organised groups or syndicates will be accepted.
- 30. No incomplete entries or multiple entries from the same person will be accepted. In this event that person's entry will be disqualified and any prize awarded will be void. Any malicious or manipulative attempt to influence the prize will result in disqualification at the sole discretion of the Promoter. If there is any reason to believe that there has been a breach of these Terms and Conditions or incorrect, illegible, fraudulent or other invalid or improper entry, attempted entry or information has been provided, the Promoter may at its sole discretion refuse to accept entry or fulfil the prizes.
- 31. The Promoter shall have sole and final determination as to which entries are genuine and therefore eligible to take part in this Promotion.

## **PRIZE DETAIL**

32. The following prizes are available to be won:

## 'Team Challenge':

• 8 (eight) teams to win a place at the Promotion 'Grand Final' event with one top prize of a set of 2018 F1® Silverstone Grand Prix tickets for the winning team OR a single prize of £2,000 (Two thousand pounds) in cash.

'Drivers Challenge prize draw':

• 6 (six) draws to take place throughout the promotion each offering the following prizes:

1st prize: £200

 $\circ$  2<sup>nd</sup> prize: £130 of Lotus Merchandise including golf umbrella and weekend

bag.

o 3<sup>rd</sup> prize: Carrera Evolution Race Champs track set worth £75.00

# 'Drivers Challenge' top prize:

- 1 x Lotus Evora 400 (3.5 litre V6 with manual gear box and standard interior trim) valued at £79,300 including UK delivery and 1st year's registration (tax, initial tank of fuel and labour on first service).
- 33. The 'Grand Final' event will take place on a weekday in December at a date and location to be confirmed. This daytime event will last a maximum of three hours and refreshments will be provided. No accommodation costs or travel costs related to the Grand Final will be offered by the organisers. For further details regarding the Grand Final Event please check for updates at <a href="www.raceteammanager.co.uk">www.raceteammanager.co.uk</a>. A minimum of two team members are required to attend the event. If the minimum number of team members cannot attend then the place is allocated to the next team down on the leader board.
- 34. The F1® tickets awarded to the winning team are for the 2018 F1® Silverstone Grand Prix on the 3<sup>rd</sup> July 2018 and are non-changeable, upgradeable or transferrable. All related costs including travel are the responsibility of the winners. The alternative cash prize will be provided in the form of a cheque made payable to a payee/team member, specified by the winning team.
- 35. The 'Drivers Challenge' is a skill based competition and not all prizes may be won. Any prizes not won or claimed will not be returned to the prize pool.
- 36. It is the responsibility of the winner to arrange insurance and tax for the Lotus Evora 400.

- 37. Prizes are specific and non-transferable. There is no cash or other alternative prize available in part or in whole, except that in the event of circumstances outside of its control, the Promoter reserves the right to substitute similar alternatives of equal or greater value. Unless previously agreed with the Promoter, a winner is not permitted to transfer the right to take up a prize to anyone else.
- 38. All taxes in connection with any prize are the responsibility of the prize winner.
- 39. Neither the Promoter, ACO Technologies plc, its agents or anyone professionally connected with the Promotion assume any responsibility or liability for any injury or damage to entrants upon delivery and / or use of their Prize.

# **Winner Selection - Drivers Challenge**

- 40. The top Prize in the Drivers Challenge will be awarded to the entrant who
  - a. correctly predicts which F1® Drivers finish in 1st, 2<sup>nd</sup> and 3<sup>rd</sup> place over 3 (three) consecutive races within the 6 (six) races of the promotion PLUS
  - b. correctly predicts which F1® Drivers makes the first pit stop for the same three races.
- 41. In addition, for each race weekend entrants who select correctly the names of the drivers that finish 1st, 2nd and 3rd and the first driver from the field to pit stop will be entered into a prize draw. There will be 6 prize draws in total.
- 42. The 'Drivers Challenge' prize draws will include all eligible entries and will take place at the Promoter's premises via an independently verified, randomized computer process within 7 days of the Race. Winners will be contacted by phone within 7 days of the draw.
- 43. In the event of a tie break in the Drivers Challenge, consumers will be asked a single question relating to the win time (as detailed on the official F1®website) of the 1st place driver of the Brazilian Grand Prix taking place at 14.00 hrs (local time) on 12th November 2017. The closest submission, based on a time in hh:mm:ss:ms, after verification by an independent party, will be awarded the Top Prize.

#### Winner Notification

- 44. The Promotor will contact the qualifying teams for the Grand Final using contact details provided at the point of registration.
- 45. Winners of the Drivers Challenge prize draws will be contacted by phone within 7 days of the relevant draw.
- 46. Prizes will be dispatched by post within 28 days of winner confirmation to the merchant branch used at the time of registration.
- 47. The Winner of the Drivers Challenge top prize will be contacted by the Promoter between 30/10/17 and 3/11/17 November 2017.
- 48. The Promotor reserves the right to validate any/all Drivers Challenge entries and obtain details of any winner including but not limited to confirmation of age, postal address and employment in a UK Builders Merchant for the duration of the promotion.
- 49. If, after reasonable efforts have been made by the Promotor or one of their appointed agents, to contact the winner of the Lotus Evora 400, no response is received within 28 (twenty-eight) days, or they reject the prize or if they are disqualified, then the Promoter reserves the right to withdraw the prize entitlement from such persons with no liability, and they will forfeit the prize(s).
- 50. Any unclaimed prizes from the Drivers Challenge prize draw, including any winners entries rejected or disqualified after verification, will be allocated to a reserve winner drawn at the same time as the original winner and the process above will be followed.
- 51. It is the responsibility of the winner to provide their correct, up-to-date details in order for their prize to be processed. The Promoter cannot be held responsible for winners failing to supply accurate information which affects prize acceptance.

### General

- 52. By participating in the Promotion you agree to the rules and its terms and conditions.
- 53. The Promoter's decision is final and binding in all Promotional matters. No correspondence, except for notification of Prizes, shall be entered into.

- 54. Prize winners may be required to participate in reasonable publicity (including, but not limited to PR, interviews, social media posts, photo shoot, in store media, recommendation, blogs) without additional compensation.; however reasonable expenses will be paid for provided the prior written consent of the Promoter is obtained.
- 55. Winners' names and counties shall be made available to entrants on receipt of a written request enclosing a stamped self-addressed envelope to ACO Technologies plc, ACO Business Park, Hitchin Road, Shefford, Bedfordshire, SG17 5TE within three months of the Promotional close date. Please do not send entries or any other correspondence to this address.
- 56. In the event of unforeseen circumstances, outside the Promoter's reasonable control, the Promoter reserves the right to substitute an alternative prize of equivalent or greater value.
- 57. In the event of the race being cancelled or delayed, the revised entry and close time to participate in the Drivers Challenge will be indicated on the promotional website.
- 58. Owing to exceptional circumstances outside its reasonable control and only where circumstances make this unavoidable, the Promoter reserves the right to cancel or amend the promotion or these terms and conditions at any stage but will always endeavour to minimize the effect to participants in order to avoid undue disappointment.
- 59. The Promoter is not responsible or liable for:
  - a) Any entries that are lost or delayed due to faulty, failed or erroneous electronic data transmissions or postal services.
  - b) Communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, computers or providers utilized in any aspect of this promotion causing delays or disruption.
  - c) For entries which are lost, delayed, corrupted, damaged, misdirected or incomplete or cannot be delivered for any technical, delivery or other reason.
  - d) Any material harm or non-pecuniary damage caused to the entrants, their computer equipment and the data stored on it or for the consequences thereof on their personal or business activities.
  - e) Inaccessibility or unavailability of the internet
- 60. The Promoter reserves the right to ensure that any entrant will not bring the Promoter into public disrepute, contempt, scandal or ridicule or reflect unfavourably on the Promotion as determined by the Promoter in its sole discretion.
- 61. The Promoter reserves the right to verify all entries including but not limited to asking for address, contact telephone number, age and identity details (which must be provided within 14 (fourteen) days of request) and for the winner (and potential reserve) to undertake reasonable due diligence checks that could include verification of various personal details provided.
- 62. This promotion by ACO Technologies plc implies no association or sponsorship arrangement between ACO Technologies plc and F1®.
- 63. The Promoter, ACO Technologies plc, and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense or damage which is suffered or sustained (whether or not arising from any person's negligence) in connection with this promotion or accepting or using the prize, except for any liability which cannot be excluded by law (including personal injury, death and fraud) in which case that liability is limited to the minimum allowable by law.
- 64. The Promoter will collect personal information for the purpose of administering this Promotion. In administering this promotion any personal data relating to participants will be used solely in accordance with current UK data protection legislation and, other than in connection with the running of this promotion, validation of the data and any administration of the prize, will not be disclosed to a third party without the individual's prior consent.
- 65. If any of these clauses should be determined to be illegal, invalid or otherwise unenforceable then it shall be severed and deleted from these terms and conditions and the remaining clauses shall survive and remain in full force and effect.
- 66. Any question concerning the legal interpretation of these Terms and Conditions will be based on English law and the Courts of England and Wales will have exclusive jurisdiction.

**Data Protection:** 

The Promoter will only use the personal details supplied for the administration of the promotion and for no other purpose, unless we have your consent. Your personal details will at all times be kept confidential and in accordance with the Data Protection Act 1998. Click here for the <u>Promoter's Privacy Policy</u>.