

## **Footasylum x Sperry – Wave Week Competition Terms & Conditions**

There are a total of 3 prizes to be won, each prize consists of the following – A winner and one guest will each receive flights from a UK airport to Croatia on Saturday the 13<sup>th</sup> August 2016. Return flight on the 20<sup>th</sup> August 2016. Return transfers from the airport to Wave Week and return. Winner and guest will receive a pair of Sperry shoes, accommodation on a Sperry Yacht and VIP tickets for the Wave Week festival, tickets to the Glam Glam Supper Club at Fort George are also included. The Yacht includes:

- A Professional skipper with excellent local knowledge
- Comfortable cabins
- Kitchen, Lounge and dining areas
- On board Wi-Fi
- Towels and bed linen
- Snorkeling equipment
- Sailing lessons
- Initial food stocked

### **INTRODUCTION**

These terms and conditions (Terms) govern your use of this website and any connected services delivered by email that are provided by Sperry Europe Ltd and Footasylum (together referred to as the Services). By using the Services, you will be deemed to have read, understood and accepted these Terms.

### **CHANGES TO THESE TERMS**

We may make changes to these Terms from time to time and these changes will become effective as soon as they are posted on the Services. By continuing to use the Services you will be deemed to accept these changes. If you disagree with the Terms, or any revisions of them, please discontinue your use of the Services.

### **COMPETITIONS**

The competition serviced via this Services is subject to the following rules (unless otherwise specified):

- *Prizes are non-transferable and there is no cash alternative.*
- *No purchase is necessary.*

- *Only one entry is permitted per household via online route of entry, and no bulk or third party entries are permitted.*  
*We shall disqualify any entries, which, in our reasonable opinion, appear to have used any of these entry methods including multiple entries from the same IP address or telephone number, unless the Specific Rules state that multiple entries are permitted.*
- *To qualify to enter the Competition you must be resident in the United Kingdom, Republic of Ireland and/or the Isle of Man.*
- *Claims for prizes must be made in the manner and within the time specified on the Competition Notice. Failure to claim a prize within this time or in the manner specified may result in disqualification and selection of an alternate winner.*
- *Winners can only travel on the dates specified. In this instance Saturday August 13<sup>th</sup> 2016 from a UK based airport returning Saturday the 20<sup>th</sup> August 2016.*
- *All winners and their guest must have a valid UK passport valid for 6 months.*
- *Sperry Europe Ltd are not responsible for obtaining any visa required for travel.*
- *All winners and their guest must agree to the Wave Week Terms and Conditions before travel is booked.*
- *Any expenses incurred on the trip beyond those specified in the competition prize are to be paid for by the winner and their guest.*
- *Competitions are open to all UK residents over the age of 18 except our employees, Sperry employees, the companies or organisations with whom the competition or offer is being run, their agents, or anyone directly connected with the promotion.*
- *Proof of entry will not be accepted as proof of receipt of entry.*
- *If we run a competition or offer with a promoter where that promoter is responsible for the provision of the offer or prizes, then Sperry Europe Ltd will not be responsible for, or have any liability for, the provision of those offers or prizes.*
- *Sperry Europe Ltd and any associated promoters bear no responsibility for any entry which is incorrectly submitted, lost, damaged, incomplete or received after the closing date.*
- *We reserve in all cases the right to replace the stated prizes with other prizes that we consider to be of broadly equivalent value. We offer no cash alternative for non-cash prizes, and prizewinners must accept prizes in the form offered. Prizes are not refundable or transferable.*
- *The winner may be required to sign a statement proving their eligibility/liability.*

- *The closing date for receipt of entries is 21/07/2016 Midnight. The winner(s) will be drawn at random from all valid entries, and will be notified by email or phone 5 days of the closing date.*
- *All entrants must make themselves available to be contacted from 21/07/2016 until 26/07/2016. Failure to respond by this time to claim the prize will result in a forfeit of the prize and a new winner will be selected.*
- *Should the Promoter be unable to contact a winner within 7 days, or if a winner is unable to accept the prize, the Promoter reserves the right to award the prize to an alternative winner, drawn in accordance with these terms and conditions.*
- *Detail of the winner(s) can be obtained by sending a SAE marked with the name of the competition to Sperry Europe Ltd, 90 York Way, Kings Cross, London, N1 9AG, United Kingdom within 21 days of the closing date of the promotion.*
- *Details of all entries will be kept on a database but will only be shared with Sperry Europe Ltd and Foot Asylum to enable data capture, analysis or the processing of the competition and prize fulfillment unless you specifically specify the data is not be shared.*
- *All entrants to competitions are deemed to have accepted these rules and agree to be bound by them, and agree to co-operate in any publicity that may arise which may include their name or image being used on websites, magazines or mobile services at any time as a result of the competition.*
- *We reserve the right to disqualify or not award a prize to an entrant who in our opinion has not entered in to the spirit of these terms and conditions or the intention of the competition.*
- *Suppliers cannot be held responsible for the breakdown in communication systems that may result in a entry not being registered.*
- *The decision of the judges is final and no correspondence will be entered into.*
- *Winners will be selected at random from all correct entries.*
- *Prizes cannot be exchanged or refunded and there is no cash alternative. The prize is non-transferrable.*
- *The promoter of any of our competitions reserves the right to exchange all of part of the prize to that of equal or greater value*

## **COMPUTER VIRUSES**

We will use reasonable endeavours to ensure that the Services do not contain or spread any viruses or other malicious code. However, we recommend that you ensure that your home computer runs up-to-date anti-virus software just in case, and you should virus-check all materials downloaded from the Services and

regularly check for the presence of viruses and other malicious code. We are not be liable for any sort for any damage or loss caused by viruses or other malicious code originating or contracted from the Services

## **LIABILITY**

Except as specifically set out in these Terms, all conditions, warranties and representations expressed or implied by law are hereby excluded.

We are not responsible or liable for events beyond our direct control. Because of the complex and constantly changing nature of our technology and business, we cannot guarantee nor do we represent that our performance will be error free.

We shall not have any liability to you for any costs, expenses, damages and any other liabilities however arising, including as a consequence of your usage of the Services or the release of your personal information in accordance with our Privacy Policy.

Notwithstanding the above, nothing in this paragraph "Liability" limits or excludes our liability for any matter for which it would be illegal for us to limit or exclude, or attempt to limit or exclude, our liability.

## **INDEMNITY**

You agree to indemnify and keep us indemnified against any damage, loss, liability or cost incurred by us resulting from any breach of these Terms by you or any claims or legal proceedings brought or threatened against us as a result of your use of the Services.

## **GENERAL**

These Terms are governed by English law and the courts of England and Wales shall have exclusive jurisdiction over any disputes arising in relation to these Terms or the Services.

In the event that any term of these Terms is held to be invalid or unenforceable, the remainder of these Terms will remain valid and enforceable.