

## THE EMPEROR COLLECTION – TERMS AND CONDITIONS

By using the products and services offered by The Emperor Collection, including but not limited to: [www.theemperorcollection.com](http://www.theemperorcollection.com) (website), The Emperor Collection (App), you agree to be bound by the following Terms and Conditions:

The Terms and Conditions are set out into the following sections; Definitions, Introduction, Operations, Competitions, How to play, Drawing Prizes, Prize Collection, Limits of Liability, Electronic Communications, Data Protection, Copyright infringement, Indemnity and General.

### **Definitions:**

Competition Winner – The individual who is drawn as a winner of a Prize Competition.

Entrant – You/ Your(s)/ The individual entering into the Prize Competition(s) offered by the Promoter. Who has the legal capacity to do so and accepts these Terms and Conditions.

Multiple – Choice Challenge – The Multiple choice question the entrant must answer correctly in order to be entered into a Prize Competition.

Privacy & Cookie Policy – <https://theemperorcollection.com/privacy-cookie-policy/>

Prize – What an Entrant of a Prize Competition could win.

Prize Competition – The type of competitions hosted by the Promoter. Which includes but is not limited to the following: Dream Automobile Competition, Luxury Good Competition, Cash Competition, Instant Win Competition.

Promoter Platforms – Website, App, and any other channel where an individual can enter the Promoter's Competitions.

Promoter – The Emperor Collection (TEC/We/Our)

Terms and Conditions /Terms & Conditions/ T&C's – This document. Which can be found at <https://www.theemperorcollection.com/terms-conditions>.

Website – <https://www.theemperorcollection.com>

### **Introduction**

#### **1. Who these Terms and Conditions apply to?**

1.1. The Promoter – The Emperor Collection ('TEC', 'We', 'Our') operates Prize Competitions resulting in the allocation of Prizes as set out in these Terms & Conditions.

1.2. The Entrant – You/ Your(s)/ The individual entering into the Prize Competitions offered by the Promoter. Who has the legal capacity to do so and accepts these Terms and Conditions.

## **Operations**

### **1. Conditions applying to All Competitions:**

- 1.1. All Competitions operated by the Promotor shall be conducted in accordance with these Terms & Conditions (T&C's), which can be found on the promotor's Website <https://www.theemperorcollection.com/terms-conditions>.
- 1.2. The Promotor – The Emperor Collection ('TEC', 'We', 'Our') operates Prize Competitions resulting in the allocation of Prizes as set out in these Terms & Conditions.
- 1.3. All Competitions are Prize Competitions which are free from regulation under the Gambling Act 2005, in the United Kingdom. The Prize Competitions are designed for Entrants to be able to enter competitions using their skill, knowledge, or judgement.
- 1.4. All Prize Competitions are either paid entry, free to enter, or both. Competitions of which are paid entry, may contain a free entry method in the form of postal entry which must meet our postal entry conditions as set out in How to enter – S(3.3) Postal Entry.

### **2. Qualifying Persons**

- 2.1. The competitions are open to anyone aged 18 years or over, who are resident in a country where under its national law it is lawful for the Entrant to enter such competitions and for the Promoter to promote and award Prizes for such competitions.

#### **2.1.1. Legal Undertaking**

- A. By entering a Competition, you the Entrant ('Entrant', 'You', 'Your(s)') warrant that you are of 18 years of age or older and have the legal authority to enter and abide by these set Terms and Conditions.
- B. By entering a competition, you will be deemed to have the legal capacity to do so, you will have read and understood these Terms and Conditions (T&C's) and you will be bound by them and by any other requirements set out in any related promotional material.
- C. All Competitions hosted by the promotor are governed by English Law and any matters relating to the Competition will be resolved under English Law and the Courts of England shall have exclusive jurisdiction.
- D. By participating in a Competition (whether online, through the app, in person, or postal entry) and by agreeing to these Terms and Conditions ('The Terms and Conditions') you confirm that you are not breaching any laws in your country of residence and nor the country in which you have entered from, regarding the legality of entering our Competitions. The Promoter will not be held responsible for any Entrant entering any of our competitions unlawfully or without the necessary permission. If in doubt you should immediately stop from any taking further action on our website, app, or other platforms and should check with the relevant authorities in your country.

- 2.2. By entering into a Competition, you warrant you are not directly related to the Promotor or their operations. This includes but is not limited to; The Promotor's employees and members of their immediate family, agents or any other person who is connected with the creation or administration of our Prize Competitions.
3. These Terms & Conditions (T&C's) make references to the following additional terms which the user must abide by and agree to before using any of the Promoter's platforms:
- 3.1. Privacy & Cookie Policy – Sets out the provisions of how any information and data is collected by/provided to the Promoter and how such information is stored, processed and used for operational purposes only. By using any of the Promoter's platforms you consent to such data processing and hereby warrant that all data provided by you is accurate and up to date.

## **Competitions**

### **1. Conditions applying to all Competitions**

- 1.1. All Competitions operated by the Promotor will be made available to enter via the Promoters Website [www.theemperorcollection.com](http://www.theemperorcollection.com) (Website). One or more competitions may be operated at the same time and each competition will have a specific Prize.
- 1.2. All Competitions will have a Prize, Prize Description, and Prize Media, detailing what the Entrant(s) could win by entering a competition. All Prize details are listed as to best of the knowledge of the Promoter and not to be deemed as exact. The Promoter holds the right to change such details at any time during the duration of any competition.
- 1.3. Competitions will have fixed Opening and Closing Dates & Times which outline exactly when tickets can be purchased to enter the competition. These Date & Times cannot be extended unless the competition is affected by such causes which are beyond the control of the Promoter, (further detailed in Competitions – S(1.5.)). In the event any tickets are purchased outside of these specified limits they shall not be counted in the Draw. All Dates & Times referred to are the dates and times in London England.
- 1.4. All Competitions will specify the number of tickets available and the cost per ticket. The number of tickets and the cost per ticket will remain fixed throughout the competition duration. Availability and pricing of tickets will be specified at the point of sale. The Promoter reserves the right to change such details only in the event a mistake has been made or the competition is not capable of running as intended, including by reason of malfunction of computers, servers, networks, any other technical difficulties, as well as any cause beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity, or proper conduct of a competition.
- 1.5. All competitions will have fixed prizes, which participants have the chance to win. The Promotor shall offer the Prize as described, to the winner of the competition. Some Competitions offer a cash alternative which can be chosen instead of the main Prize by the winner. The Cash alternative amount is fixed and will be specified at the point of sale. All prizes will be rewarded regardless of ticket sales to the Competition Winner(s). In the event a prize cannot be awarded for any reason, the Promoter reserves the right to award a Cash Alternative amount instead.

- 1.6. The Promoter reserves the right at its sole discretion to change the Opening and Closing Dates & Times of any competition if for any reason any aspect of the competition is not capable of running as intended, including by reason of malfunction of computers, servers, networks, any other technical difficulties, as well as any cause beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity, or proper conduct of a competition.
- 1.7. The Promoter may run multiple Competitions simultaneously where each competition has its own unique Prize(s). The opening and closing dates & times, number of tickets available, and the cost per ticket are unique and specific to each Competition.
- 1.8. In the event of any conflict between the T&C's and any listing on the Promoter's Platforms, advertisements, or other materials used in the promotion of a competition by the Promoter, these T&C's shall take precedence.

## 2. Types of Competitions

- 2.1. Prize Competitions – These are competitions that have a fixed opening and closing date with a stated Competition Prize(s) that the Entrant could win. They involve answering a multiple-choice question correctly, selecting the number of tickets an Entrant would like to purchase, and then completing the checkout process. Prizes are either drawn automatically or via Live Draws details of which can be found in the competition's description. Prize Competitions operated by the Promoter include:

### 2.1.1. Dream Automobile Competition

- A. Prizes – These competitions allow participants the chance to win a type of motor vehicle (e.g. car, motorbike, van, etc), and in some competitions an additional cash prize to help towards running costs of such motor vehicle.
- B. Cash Alternative – Some Competitions offer a cash alternative which can be chosen instead of the main Prize by the winner. The Cash alternative amount is fixed and will be specified at the point of sale.

### 2.1.2. Luxury Good Competition

- A. Prizes – These competitions allow participants the chance to win luxury goods (e.g. electronics, gift cards, mountain bikes, etc).
- B. Cash Alternative – Some Competitions offer a cash alternative which can be chosen instead of the main Prize by the winner. The Cash alternative amount is fixed and will be specified at the point of sale.

### 2.1.3. Cash Competition

- A. Prizes – These competitions allow participants the chance to win tax-free cash prizes. The Cash prizes are fixed and will be specified at the point of sale.

#### 2.1.4. Instant Win Competition

- A. Prizes – These competitions have pre-published winning ticket numbers from which a range of prizes can be won instantly. Instant win prizes can include but are not limited to motor vehicles, luxury goods, cash prizes, as well as site credit. All Instant Win prizes are fixed and cannot be refunded, transferred, or exchanged for a cash Prize.
- B. End Prizes - Some Instant Win Competitions may contain an end prize, for which all entrants for the specific competition have the chance to win, and whereby the winner is determined by a verifiably random draw process.

#### 2.1.5. Site Credit Competition

- A. Prizes – These competitions allow participants the chance to win TEC Site Credit, which can be redeemed to purchase competition tickets on the TEC website.
- B. Site Credit prizes will automatically be deposited into the Competition Winner's TEC Account. Site Credit can only be used on the Promoter's website, and cannot be refunded, transferred, or exchanged for a cash Prize.

### 3. TEC Account

- 3.1. "TEC Account" is the entrant's specialised competition account, where by the entrant can pre-pay to top-up their account balance in order to pay for Competition entries. It allows for an easier checkout process as entrants do not need to have their payment card details to hand, as well as making it easier to manage spending.
- 3.2. The account can be used to top-up funds for future use in entering the Promoter's Competitions. It is also the designated account for any Site Credit Prizes the Entrant may win.
- 3.3. Any amount in the Entrant's TEC Account can only be used on the Promoter's website, and cannot be withdrawn, refunded, transferred, or exchanged for cash.
- 3.4. The Promoter does not hold any responsibility to any loss or gain of TEC Accounts, account credit, or any other related matter, in any circumstance which includes but is not limited to accounts being affected by failed, partial, or garbled computer transmissions for any electronic device, computer, phone, tablet, network, electronic internet hardware, as well as any equipment failure, technical malfunctions, satellite signal issues, network issues, servers issues, computer hardware malfunction, and device software issues.

### How to play

#### 1. My Account

- 1.1. To enter a Prize Competition, you must have a registered account.
- 1.2. To register for an account, go to the Promoters website ([www.theemperorcollection.com](http://www.theemperorcollection.com)), then press "Login/Register" and you will be asked to enter your email address and create a password. To complete your account registration, add your details in the "My Account" page.



## 2. Website Entry

2.1. All current and live competitions can be found on the Promoter's website ([www.theemperorcollection.com](http://www.theemperorcollection.com)).

### 2.2. Prize Competitions

2.2.1. Upon selecting a competition, you will be presented with a multiple-choice question (Multiple-Choice Challenge) to answer. This question is designed to test your skill, knowledge, & judgement in identifying the correct answer from a selection of options. There is only one correct answer out of the listed options.

A. Only correct answer responses to the multiple-choice question (Multiple-Choice Challenge) will be entered into the Prize draw and would have a chance of winning the Prize. Incorrect answer responses will not be entered into the Prize draw.

2.2.2. Having answered the multiple-choice question, you may now choose how many entries you would like to purchase and add them to your basket to complete checkout. By pressing the basket, you will be presented with the checkout page. You would now need to enter your details and accept the Terms and Conditions before paying. By ticking the declaration on the checkout page, you are declaring you have read and understood these Terms and Conditions (T&C's) and are happy to be bound by them in case any issues occur.

2.2.3. Once checkout has been completed and providing you have answered the question correctly you will receive an order confirmation with your ticket entries which will be both added onto your account (if registered) and emailed to the email address provided.

2.2.4. You confirm you have entered the correct details on your account/ at checkout and these details are up to date. These details will be used to contact you if you are a winner of a Prize Competition.

2.2.5. Only purchases that have answered the multiple-choice question (Multiple-Choice Challenge) correctly will receive ticket entries (ticket numbers), and be entered into the draw for the Prize Competition. If you have answered the multiple-choice question (Multiple-Choice Challenge) incorrectly you would not receive any ticket entries and would have to try again. If you have not received your ticket number/s within 24hrs of purchase please contact customer support via the website contact page as soon as possible. The Promoter does not hold any responsibility/liability of issues caused due to late contact or failure to contact them regarding obtaining ticket numbers for a Prize Competition which has already been drawn. Customer Support can be reached via the website contact page which can be found at: <https://theemperorcollection.com/contact>.

### 3. Other Forms of Entry

3.1. Application – Competitions can be entered via The Emperor Collection application. These display the exact same competitions as hosted via the website, except for app exclusive competitions.

3.1.1. Prize Competitions - In order to enter a Prize Competition, you must answer the multiple-choice question (Multiple-Choice Challenge), select the number of entries you wish to purchase, and complete the checkout process. Once checkout has been completed and providing you have answered the question correctly you will receive an order confirmation with your ticket entries which will be both added onto your account (if registered) and emailed to the email address provided.

3.2. Promotional Stands - Competitions can also be entered via occasional promotional stands hosted by The Emperor Collection. These display the exact same competitions as hosted via the website, except for promotional stand exclusive competitions.

3.2.1. Prize Competitions - In order to enter a competition, you must answer the multiple-choice question (Multiple-Choice Challenge) correctly, select the number of entries you wish to purchase, and complete the checkout process as outlined in (S) 4.2.2 – 4.2.7 at the promotional stand either via the digital service provided or by the Promoter's representative. Once checkout has been completed and providing you have answered the question correctly you will receive an order confirmation with your ticket entries which will be both added onto your account (if registered) and emailed to the email address provided.

3.3. Postal Entry – All Competitions can also be entered via postal entry, and must comply with certain conditions (as set out below) to do so. Any postal entries received which do not meet these conditions will be voided. By entering a competition via postal entry, you agree to these Terms and Conditions (T&C's) and confirm that you are not breaching any laws in your country of residence, nor the country in which you have entered from regarding the legality of entering the Promoter's Competitions. The Promoter will not be held responsible for any Entrant entering any competition unlawfully or without the necessary permission.

3.3.1. All postal entries must comply with the following conditions:

- A. All postal entries must be hand written and made on the reverse of a postcard sent via post, unenclosed to: The Emperor Collection, PO Box: 18714, Smethwick, B67 9HZ.
- B. All postal entries must include your: Name, Address, Date of Birth, Contact Number, Email address, and Username (Display-Name) of your registered account on the Promoter's website.
- C. All postal entries must include the title of the competition you wish to enter exactly as stated on the Promoter's website. Your answer to the competition, as stated from the options on the Promoter's website.
- D. All valid postal entries will be counted as 1 postcard = 1 entry. Postcards must be sent individually and must not be grouped. For example; if you wish to make 7 entries you would have to send in 7 separate postcards. Grouped postcards will only count as one entry and the rest will be voided. Valid Postal entries sent

by the same Entrant which exceed the competition ticket limit would only be counted up to the competition ticket limit, or the remaining number of tickets for the competition (whichever is lower). Any excess postal entries will be voided.

- E. All postal entries require a registered account on the Promoter's website before being entered into any Prize Competitions. All details on the postcard must match those on the registered account. Any undisclosed details will make an entry void. This is to allow ticket entries to be generated and to be uploaded to the individuals account. All valid entries will lead to Entrants receiving entry confirmation and ticket numbers both via email and their registered account.
  - F. All postal entries must be received by the Promoter prior (48 hours) to the closing date/prior to all tickets for a competition being sold (which ever comes sooner). It is therefore suggested to send any postal entries as soon as possible. Any entries received after this period will not be processed and will be deemed as void. All valid postal entries are processed in the order received. Proof of posting does not guarantee that you will be entered into a Prize Competition.
  - G. Providing you have followed conditions A – F and have answered the Multiple-Choice Challenge question correctly, you will then receive an order confirmation with your ticket entries which will be both added onto your account and emailed to the email address provided. If conditions A – F have not been followed or you have answered the Multiple-Choice Challenge question incorrectly, you will not receive any ticket entries and will not be entered into the Prize Draw.
  - H. The Promotor does not hold any responsibility/liability for entries which have arrived late or been lost/damaged during transit in the postal network. Proof of postage is not accepted as proof of receipt. Any postal entries sent are done so by the Entrant's own risk.
  - I. Any postal entries which are incomplete or illegible will be not be processed and be deemed as void. Any postal entries which are computer generated or photocopies will also not be processed and be deemed void.
  - J. By entering the competition, you are confirming that you are eligible to enter and accept these Terms and Conditions (T&C's).
- 4. Only Entries that have answered the Multiple-Choice Challenge correctly will receive ticket entries (ticket numbers), and be entered into the draw for the Prize Competition. If you have answered the Multiple-Choice Challenge incorrectly you would not receive any ticket entries and therefore will not be entered in to the Prize Draw, you would have to try again. All entries are non-refundable and non-exchangeable.
  - 5. Competitions hosted by the promoter may contain a limit on the number of tickets an individual can purchase, (which will be stated when selecting the number of tickets). Any Entrant that has been found to not follow this limit, for example but not limited to; by entering the same competition via multiple accounts or exceeding the ticket limit can be subject to having their additional accounts blocked and their additional entries going over the set limit voided in order of chronological entries made. To the extent permitted by applicable law all Entries are the property of the Promoter. The Promoter reserves the right to refuse or disqualify any incomplete entries if it is believed on reasonable grounds that an Entrant has contravened any of these Terms and Conditions.



6. The Promoter will not accept responsibility nor be liable for competition entries that are not successfully completed, are lost in transit, or are delayed regardless of cause. This includes but is not limited to; issues occurring due to any equipment failure, technical malfunctions, satellite signal, network, servers, computer hardware, and device software.
7. All entries must be complete, made in the English Language, and be clear (including postal entries). Entries which are not complete, clear or made in other languages will automatically be voided without refund.
8. If your personal details, including your contact information change at any time you should notify the Promoter as soon as possible. Such notifications should be sent to the Promoter via email to [hello@theemperorcollection.com](mailto:hello@theemperorcollection.com). Notifications must include details of the competition you have entered, your old details, and your new details. If your details change within 10 days of the live draw of the competition you have entered for, the Promoter may still use your old details if it needs to try to contact you. It is the Entrant's sole responsibility to check and update these details on their account. If for any reason the information recorded is incorrect the Promoter will not be held responsible. Entrants must carefully check their details have been uploaded correctly.
9. The Promoter reserves the right to disqualify and void any entries made without refund if it is, or has become, illegal for the Promoter to Promote such Competitions to you and/or award the Prize to you.
10. Entrants can enter each competition as many times as they wish, up until the maximum number of entries per user has been submitted by the Entrant or the maximum number of entries for a competition has been reached, (whichever is lower).
11. Only one account per user is allowed.
12. The Promoter reserves the right to disqualify and void any entries made without refund if the Entrant is found to be in breach of these Terms and Conditions.

## **Drawing Prizes**

### **1. Prize Competitions**

- 1.1. For Prize Competitions which involve the Multiple-Choice Challenge, the correct answer will be checked and verified by an independent verification provider. All successful entries made for a competition will be issued randomly generated ticket numbers from the ticket pack. Ticket Numbers will be issued directly to the Entrants via their TEC accounts on the Promoter's website, as well as via email. Ticket Numbers can also be found on the Entry Lists Page on the Promoter's website ([www.theemperorcollection.com](http://www.theemperorcollection.com)).
- 1.2. For competitions with a live draw, once the promotional period ends or all tickets are sold (whichever comes first), all entries will be verified and then entered into a live draw for the Competition Prize. The Live draw will be streamed live on the Promoter's Platform, as detailed in the competition description. All ticket entries entered into a competition draw can be found on the Entry Lists Page on the Promoter's website ([www.theemperorcollection.com](http://www.theemperorcollection.com)) before the draw takes place. This Entry list will also be made visible during the live draw.

- 1.3. During the live draw all valid entries will be placed into the random draw and a winner will be generated by using a verifiably random draw process. The winner of the Prize Competition will be stated on the live draw, as well as on the Winners page on the Promoter's website ([www.theemperorcollection.com](http://www.theemperorcollection.com)).
- 1.4. For competitions with an automated draw, once the promotional period ends or all tickets are sold (whichever comes first), all entries will be verified and then entered into an automated draw. This draw is conducted by an automated verifiably random process and takes place immediately after the competition closes. The winner of the prize competition will be announced on the competition page, as well as on the Winners page on the Promoter's website ([www.theemperorcollection.com](http://www.theemperorcollection.com)).
- 1.5. Instant Win Competitions have pre-published winning ticket numbers, from which a range of prizes can be won instantly. These winning ticket numbers are shown in the competition description. As soon as an entrant has answered the multiple-choice challenge correctly and completed the checkout process, they will be instantly told their ticket number(s), and if they have any winning tickets. Winning entries will also be emailed if they have won an Instant Win prize.
  - 1.5.1. Since Instant Win Prizes having pre-published winning ticket numbers, no draws are held for this competition type. However, some Instant Win competitions may offer an end-prize, which may involve a draw. Details of such draws can be found in the competition descriptions.

## 2. Reserves

- 2.1. The Promoter reserves the right to change the platform on which the live draw takes place in the event any technical issues occur. This will be done in the best interest of all competition entries.
- 2.2. The Promoter reserves the right to change the drawing process and/or re-run the draw in the event any operating issues occur. For example, but not limited to; any disruptions, technical issues, or inconclusive results occurring. This will be done in the best interest of all competition entries.
- 2.3. During a live draw a Competition Winner result will be ruled as complete and final, and therefore the results will stand as they are, unless during the draw process a ticket number is selected that has not been sold, in which case the draw process will be re-run until a sold ticket number has been selected.
- 2.4. The Promoter reserves the right to re-draw a Prize Competition in the event the original Prize winner is unable to be contacted/ has not collected their Prize within the 14-day collection period. Any re-draws will also be conducted live on the next most suitable live draw date.

## **Prize Collection**

1. At the end of a Prize Competition, the respective Competition Winner(s) will be stated on the Platform the Promoter used for any live draws that took place as well as on the Promoter's website. The respective winner(s) will be contacted via the telephone number or email address they provided on entering the competition, within 24 hours of the draw having taken place in order to claim their Prize(s).

2. All Prizes except site credit are subject to a 14 Day Collection period, for the winner of a competition to accept and collect their Prize. Prizes of site credit will automatically be applied to the winner's TEC Account. The 14 Day Collection period starts from the day following the live-draw/ when the competition ended by which time the winner would have been contacted.
3. All physical Prizes must be claimed personally by the Competition Winner. The Prize cannot be claimed by a third party on behalf of the Competition Winner. Details of how the Prize will be delivered/ made available for collection will be sent to the Competition Winner, after verification has been completed.
4. All Cash Prizes will be transferred directly to the Competition Winner's nominated bank account. The winner must provide evidence that they are the sole or joint beneficiary of the bank account.
5. If the Competition allows the winner to choose out of a selection of Prizes (For example the option of a vehicle or a cash alternative), the Competition Winner must decide and notify the Promoter of their choice in writing within the 14 Day Collection Period. If such an option is not stated, but the Competition Winner prefers a cash alternative instead of a physical prize, they must communicate this in writing within the 14 Day Collection Period to the Promoter. In such a case, it is the Promoter's discretion to whether or not to offer a cash alternative instead of the main prize.
6. The Promoter will make all reasonable efforts to contact the winner of a competition. If the winner cannot be contacted or has not claimed the Prize within the 14-day collection period, or they are found to be in breach of any of these Terms and Conditions and are subsequently disqualified, then the Promoter reserves the right to re-draw the Competition Prize, and the original winner therefore forfeits the Prize. The alternate winner will have 14 days to claim their Prize from the date of the re-draw. This process shall continue until a winner accepts the Prize.
7. All Prizes except site credit require photographic identification, as well as proof of purchase of entries, to be provided by the winner to complete verification checks. The identification must match the details used to enter the competition. If the winner does not provide such information, or if the details do not match within the 14-day collection period, the Promoter may conduct its own investigation. If as a result of the investigation the identity of the winner cannot be verified, the Promoter reserves the right to re-draw the Competition Prize, and the original winner therefore forfeits the Prize. The alternate winner will have 14 days to claim their Prize from the date of the re-draw. This process shall continue until a winner accepts the Prize.
8. Following a competition, the Promoter must either publish or provide evidence that an award took place. To comply with this obligation, the Promoter will be required to publish as a minimum digital media (Photos + Videos + Other likeness), the full name and city/county of residence of major Prize Competition Winners on the Promoter's website, app, and other Platforms unless the Competition Winner objects to do so in accordance to Data Protection - S(4).
  - 8.1. All Competition digital media becomes the property of the Promoter, and by taking part in such digital media the Competition Winner is happy for it to be used in future marketing, public relations by the Promoter in Connection with competitions the Promoter runs, identifying them as a Competition Winner, and hereby granting the Promoter a perpetual, worldwide, non-exclusive, royalty-free, transferable licence to use and edit such digital media for any future marketing or promotional purposes.

9. All Prize details are listed as to best of the knowledge of the Promoter and not to be deemed as exact. In the event of any unforeseen circumstances the stated Prize is unavailable, the Promoter then reserves the right to substitute the Prize with a Prize of equal value, or offer the winner a cash alternative.
10. The Promoter makes no representations and gives no warranties about the Prize, its value, its condition, or any other information listed about such Prize on any of the Promoter's Platforms.
11. The Promoter will not be held responsible nor take any liability if the winner of a competition is unable to or does not collect the Competition Prize.
12. In addition to the above, if the Prize is a vehicle:
  - 12.1. The Prize vehicle will be transferred to the Competition Winner's name by the Promoter using the V5c (Logbook) of the vehicle after the verification process has been completed.
  - 12.2. The Promoter will ensure unless otherwise stated, it is provided with a valid MOT (if required).
  - 12.3. No insurance is included with the Prize, and it is the Competition Winner's responsibility to ensure the vehicle is adequately insured prior to taking it on public roads.
  - 12.4. No vehicle/road-tax is included. It is the Competition Winner's responsibility to ensure the vehicle is adequately taxed prior to taking it on public roads.
  - 12.5. The Competition Winner is solely responsible for ensuring they have all the necessary safety equipment and clothing (for example: helmets, boots, gloves, etc) before operating the vehicle.
13. The Promoter has no responsibility nor does it take any liability for the Prize(s), once they have been collected by/delivered to the Competition Winner. The winner is solely responsible for complying with all relevant laws, and regulations relating to the Prize, its operation and ensuring they are able to operate it in a safe and responsible manner.
14. Some Prizes may be supplied by a third-party supplier (The Supplier). Details of the supplier (if any) will be provided on the Promoter's Platform and to the Competition Winner.
15. All costs and expenses not included in the Prize are the responsibility of the winner. In the UK the Prize will be issued with UK VAT paid. Any further costs (i.e. additional VAT, taxes, import duties, registration costs due in the destination or country of final registration) will be the responsibility of the winner.
16. The Prize is not refundable, exchangeable, negotiable, or transferable.

### **Limits of Liability**

1. The Promoter makes no representations, warranties, or guarantees, whether express or implied, regarding the quality, suitability, safety, reliability, or condition of any Prize, including but not limited to vehicles, goods, and services offered as prizes by the Promoter or by any third party appointed by the Promoter. All Prizes are accepted by the winner "as is" and "as available".



2. The Promoter shall not be liable for any direct, indirect, incidental, consequential, special, punitive, or economic loss, damage, or injury of any kind suffered or incurred by any person or third party, or caused to any property (including, without limitation, loss of profits, revenue, business, contracts, goodwill, or opportunity), whether arising in contract, tort (including negligence), breach of statutory duty or otherwise, in connection with or arising from, the awarding, acceptance, possession, use, or enjoyment of any Prize by the Competition Winner or any third party.
3. Where a Prize is provided by a third-party supplier or manufacturer, the Promoter shall not be responsible for the Prize's provision, functionality, delivery, or any disputes arising between the Competition Winner and the third party. Any rights or remedies in respect of such Prizes must be pursued directly with the supplier or manufacturer by the Competition Winner.
4. If any provision of these Terms and Conditions is found to be unenforceable under any enactment or rule of law, such provision shall be modified to the extent necessary to ensure its enforceability, without affecting the validity or enforceability of the remaining provisions.

### **Electronic Communications**

1. No responsibility will be accepted for any failed, partial, or garbled computer transmissions, for any electronic device, computer, phone, tablet, network, electronic internet hardware, software, or other associated devices, for the acts or omissions of any service provider, internet accessibility or availability, website traffic congestion, or unauthorised actions, including any errors or mistakes.
2. Where the Promoter's platforms contain links to other sites and resources provided by third parties, these are provided for information purposes only. The Promoter does not have any control of the content or resources provided by any third party.
3. The Promoter's website may contain information, reviews, or digital media uploaded by users of the site. Such information is not provided, verified, or approved by the Promoter. The views expressed by other users on the Promoter's platforms do not represent the views or values of the Promoter.

### **Data Protection**

1. By using any of the Promoter's Platforms, you agree any personal information provided by you may be held and used by the Promoter or its agents and suppliers for the purposes of administering and managing competitions, its Prizes, informing you of future competitions, competition schedules, to comply with any legal or regulatory requirement of the Promoter in any country, to prevent/detect/or prosecute fraud and other crime, and any other requirement as set out in the Promoter's Privacy Policy, which can be found on the Promoter's website (<https://theemperorcollection.com/privacy-cookie-policy/>).
2. You must keep your registered account details safe and confidential. You must not disclose any details of your registered account on the Promoter's platforms with any third party. The Promoter reserves the right to suspended any user accounts without refund in the event they are found to be in breach of any of these Terms & Conditions. If you suspect that anyone other than you, knows your account details it is recommend, to reset your account security in your account settings, as well as to notify the promoter as soon as possible via email at [hello@theemperorcollection.com](mailto:hello@theemperorcollection.com).



3. Following a competition, the Promoter must either publish or provide evidence that an award took place. To comply with this obligation, the Promoter will be required to publish as a minimum digital media (Photos + Videos + Other likeness), the full name and city/county of residence of major Prize Competition Winners on the Promoter's website, app, and other Platforms unless the Competition Winner objects to do so in accordance to Data Protection - S(4) (as set out below). All Competition digital media becomes the property of the Promoter, and by taking part in such digital media the Competition Winner is happy for it to be used in future marketing, public relations by the Promoter in Connection with competitions the Promoter runs, identifying them as a Competition Winner, and hereby granting the Promoter a perpetual, worldwide, non-exclusive, royalty-free, transferable licence to use and edit such digital media for any future marketing or promotional purposes.
4. If a Competition Winner objects to taking part in any digital media (Photos + Videos + Other likeness) or publishing their full name and city/county of residence on the Promoters Platform, they would be required to make a request via email to the Promoter at [hello@theemperorcollection.com](mailto:hello@theemperorcollection.com), with their name and their Prize details within the 14 day collection period. In such circumstances the Promoter may be still be required to provide evidence of an award taking place to authorities upon request. This is a statutory requirement that the Promoter must comply with to prove that the competition has been properly administrated and a Prize has been awarded.
5. Under Data Protection Law you are entitled to request the Promoter to delete any information it holds about you and remove your details from its database. If you make such a request you will automatically be withdrawn from any competitions you have entered in, as it will not be possible to contact you in the event you are a winner of a competition. You will not be entitled to any refund of any entry fee if you withdraw from any competition. If you do not wish any of your personal details to be used by the Promoter for promotional purposes, you must then email the Promoter at [hello@theemperorcollection.com](mailto:hello@theemperorcollection.com).

### **Copyright Infringement**

1. You agree that all copyright and other intellectual property rights in the material or content of the Promoter's website & app shall remain at all times the property of the Promoter and is not allowed to be re-used by you. Such works are protected by copyright laws and treaties around the world. All such rights are reserved.
2. You agree that you will neither solely or jointly with or on behalf of any third-party directly or in-directly copy, reproduce, transmit, distribute, publish, display, or commercially use any content that is made available to you via the Promoter's Platforms.
3. The logos and slogans on any business material produced by the Promoter, unless otherwise specified remains the property of the Promoter, and no rights are granted to any use of them without the prior written permission of the Promoter.

### **Indemnity**

1. You agree to keep the Promoter indemnified against all actions, claims, costs, expenses (including all legal costs) and damages brought against or suffered by the Promoter arising out of any breach of these Terms and Conditions (The Terms & Conditions) or any activity relating to your use of the site (including negligent or wrongful actions) by you or any other persons accessing the Promoter's Platforms using your name, or any other name.

## **General**

1. By using the products and services offered by The Emperor Collection, you agree to be bound by these Terms and Conditions, as well as the Promoter's Privacy & Cookie Policy.
  2. The Promoter reserves the right to amend these Terms and Conditions from time to time. The latest version of these Terms and Conditions can be found on the Promoter's website.
  3. If you wish to contact the Promoter for any reason, please use the contact form on the Promoter's website: <https://theemperorcollection.com/contact>.
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