

## FULL TERMS AND CONDITIONS

### **1. Qualifying Persons**

- 1.1 Best of the Best Plc ('BOTB', 'Promoter', 'our(s)') operates skilled prize competitions resulting in the allocation of prizes in accordance with these Terms and Conditions at selected events and on the apps and website [www.botb.com](http://www.botb.com) (the 'Website') - (the 'Competition(s)').
- 1.2 The Competitions are open to all persons aged 18 and over and the age of majority in their country of residence excluding the Promoter's employees or members of their immediate family, agents or any other person who is connected with the creation or administration of our Competitions.

### **2. Legal Undertaking**

- 2.1 By entering a Competition the entrant ('Entrant', 'you', 'your(s)') will be deemed to have legal capacity to do so, you will have read and understood these Terms and Conditions and you will be bound by them and by any other requirements set out in any related promotional material.
- 2.2 These Competitions 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.
- 2.3 In the event that you participate in a Competition online via the apps and Website or by other modalities made available by the Promoter, and by accepting these Terms and Conditions you confirm that you are not breaching any laws in your country of residence regarding the legality of entering our Competitions. The Promoter will not be held responsible for any Entrant entering any of our Competitions unlawfully. If in any doubt you should immediately leave the Website and check with the relevant authorities in your country.

### **3. Competition Entry**

- 3.1 These Competitions may be entered online via the apps and the Website [botb.com](http://botb.com) (the 'Website'), by postal entry for certain Competitions designated by the Promoter and occasionally at temporary physical locations (e.g. Goodwood Festival of Speed, CarFest). There are three categories of Competitions: Spot the Ball Competitions, Skill-based Competitions, and Postal Entry Competitions. One or more Competitions may be operated at the same time and each Competition will have specific prize options.

The Promoter reserves the right to adjust the Competitions above and to organize Competitions under various names, at its sole discretion, with the observance of the mechanisms related to the game category in which each such game falls, as described in these Terms and Conditions.

- 3.2 Availability and pricing of Competitions and tickets is at the discretion of the Promoter and will be specified at the point of sale or displayed on the Website.

#### **3.3 Your BOTB Account(s)**

In order to enter a Competition, you will need to register an account with us online or via the apps.

- (a) To register an account you will be asked to provide an email address or sign in via a social media account, such as Facebook, Apple, Twitter or Google ('Social Media Account').
- (b) Please note that your email address or Social Media Account will also be the username that you use to log in to your account. Each account can only have one username attributed to it at any given time ("BOTB Account"). Therefore, you cannot attribute multiple email addresses, or Social Media Accounts to your BOTB Account. For example:
- (i) You cannot have an email address and a Social Media Account attributed to your BOTB Account.
- (ii) You cannot have two or more email addresses attributed to your BOTB Account.
- (iii) You can, however, change your username for your BOTB Account by logging into your BOTB Account.
- 3.4 To enter our Competitions, you must then either (i) buy Tickets online and complete the steps described below for each Competition; or (ii) send a postal entry to the Promoter (for Competitions in which postal entry is available). Participation via either of these Competition routes requires you to accept our privacy policy and our Terms and Conditions in full.

To enter our Competitions:

- (a) For each Spot the Ball Competition Ticket that you purchase, you will need to complete a Spot the Ball Challenge onscreen, which shall operate as follows:
- (i) you will be shown a sporting photograph which will not contain a ball;
- (ii) using all the information shown in the sporting photograph displayed on the screen use your skill and judgement to correctly identify the position which you consider the Judge(s) will decide, is the most likely position for the centre of the ball if one had been present in the image;
- (iii) click or tap on the screen to mark this spot (you can see your spot's coordinates on the screen).
- (iv) your device will register this spot as your entry into the Competition in the form of an (x, y) coordinate. You may repeat the Spot the Ball Challenge for as many entries as you wish to make, up to the specified maximum Spot the Ball Challenge Entry Limit provided under these Terms and Conditions. You will require one Ticket for each entry.
- (b) For each Skill-based Competition Ticket that you purchase, you will need to do as follows:
- (i) you will be shown a multiple-choice question, which has one only correct answer ('Multiple Choice Challenge');
- (ii) you will need to use your skill and judgement to identify the correct answer out of a choice of potential answers;
- (iii) select your answer on the screen. Your device will register this answer as your entry into the Skill-based Competition;

(iv) you may select as many entries for the Multiple Choice Challenge as you wish to make, up to the specified maximum Skill-based Competition Entry Limit provided under these Terms and Conditions. You will require one Ticket for each entry. Only one Multiple Choice answer may apply to all the tickets in any single Multiple Choice Challenge order.

(c) Postal Entry Competitions can be entered either by buying Postal Entry Competition Tickets online or by Postal Entry, up to the maximum Postal Entry Competition Entry Limit provided under these Terms and Conditions. In Postal Entries Competitions you have a choice whether to participate by paying (an Online Ticket) or by sending a postcard and/or letter (a Postal Entry). When playing a Competition via a Postal Entry, the entry is free.

3.5 **Online Tickets:** When you are ready to purchase your Ticket(s), provide your contact and payment details. By entering any of our Competitions, you confirm that you have carefully read, understood and will abide by the relevant Competition Terms and Conditions.

Once your payment has cleared, we will confirm your entry into the Competition through your registered BOTB Account. Please note that when entering online you will not be deemed entered into the Competition until we confirm your Ticket(s) order in your registered BOTB Account.

3.6 **Postal Entries:** Each Postal Entry has the same chance per entry of winning a prize as an online Ticket. Other than the cost of postage, there is no requirement to pay to enter using this entry route.

Entrants must have an active account on our Website at the time the Postal Entries are processed and all details provided on the postcard or letter must match the details on the related user account.

In order to participate in a Competition by Postal Entry (where this option is made available by the Promoter), Entrants must send a handwritten postcard or letter containing the following information:

- a) full name;
- b) address (including city and post code);
- c) telephone number;
- d) registered e-mail address for your BOTB Account;
- e) name of the Postal Entry Competition you want to enter;
- f) competition name of the Postal Entry Competition you want to enter; and
- g) your choice of prize from the selection available for the respective Postal Entry Competition, in respect of competitions where Entrants must pre-select a prize.

All handwriting on the postcards or letters must be clear. No mechanically reproduced Entries are permitted.

The postcard/ letter must be sent by post to the following address: 2 Plato Place, 72-74 St Dionis Road, London, SW6 4TU, United Kingdom. First or second-class postage must be paid for each individual Entry. Postal Entries are required to be stamped and postcards and or letters will not be accepted directly through the letterbox.

Each postcard or letter must be sent within the Promotion Period (as defined below and detailed on the Postal Entry Competition page). Any participating postcard or letter that has a postage stamp date outside the Promotion Period will not be accepted as a valid Postal Entry.

A maximum of one Entry can be made per postcard or letter received; bulk entries (within the same envelope) will not be accepted. You may send separately as many Postal Entries as you wish, up to the maximum Postal Entry Competition Entry Limit specified under these Terms and Conditions.

Please note that when entering by Postal Entry you will not be deemed entered into the Competition until we confirm your Entry to you by email or it is registered in your BOTB Account.

Any Postal Entries that fail to comply with all of the requirements above will be considered void.

All valid Postal Entries will be included in the corresponding prize draw of the Postal Entry Competition, alongside valid paid Online Tickets.

In the event that there are any special requirements regarding additional information which needs to be provided on the relevant Entry postcard or letter (in addition to those listed above), details will be provided on the Competition page on the Website.

3.7 The Promoter reserves the right to refuse or disqualify any incomplete Entries if it has reasonable grounds for believing that an Entrant has contravened any of these Terms and Conditions.

3.8 To the extent permitted by applicable law, all Entries become our property and will not be returned.

3.9 **Spot the Ball Competitions:** Spot the Ball Competition entries (tickets) are limited to seventy-five (75) per person, per Competition (not including any Loyalty Club Free Tickets) ("**Spot the Ball Competition Entry Limit**"). Abuse of this limit will not be tolerated and if the Promoter has reasonable grounds to believe that an individual is exceeding this limit, for example by entering a Competition using multiple accounts, it reserves the right at its sole discretion to void any orders, any Game Credit won, or to award any prize to the next closest entrant. In addition, if any person using a single account exceeds the Spot the Ball Competition Entry Limit (not including any Loyalty Club Free Tickets) in a single Competition for any reason, the Promoter reserves the right at its sole discretion, to void any tickets without notice firstly on a chronological basis with respect to orders, and then on a sequential basis with respect to ticket references contained within an order, so as to void any tickets exceeding the Spot the Ball Competition Entry Limit. Game Credit can be won in, and used to enter Spot the Ball Competitions.

Loyalty Club Free Competition entries (tickets) are limited to a maximum of three per person, as defined by the Terms of the Loyalty Club. Abuse of this limit will not be tolerated and if the Promoter has reasonable grounds to believe that an individual is exceeding this limit by entering using multiple accounts, it reserves the right at its sole discretion to void any orders, or to award any prize to the next closest entrant.

3.10 **Skill-based Competitions:** Skill-based Competition entries (tickets) are limited to three hundred (300) per person, per Competition ("**Skill-based Competition Entry Limit**"). Abuse of this limit will not be tolerated and if the Promoter has reasonable grounds to believe that an individual is exceeding this limit, for example by entering a Competition using multiple accounts, it reserves the right at its sole discretion to void any orders, or to award any prize to the next drawn entrant. In addition, if any person using a single account exceeds the Skill-based Competition Entry Limit in a single Competition for any reason, the Promoter reserves the right at its sole discretion, to void any tickets without notice firstly on a

chronological basis with respect to orders, and then on a sequential basis with respect to ticket references contained within an order, so as to void any tickets exceeding the Skill-based Competition Entry Limit. Game Credit may be won in, and used to re-enter Skill-based Competitions.

- 3.11 **Postal Entry Competitions:** Postal Entry Competitions entries (online tickets and / or postal entries) are limited to 300 per person, per Competition ("Postal Entry Competition Entry Limit"). Abuse of this limit will not be tolerated and if the Promoter has reasonable grounds to believe that an individual is exceeding this limit, for example by entering a Competition using multiple accounts, it reserves the right at its sole discretion to void any orders, or to award any prize to the next drawn entrant. In addition, if any person exceeds the Postal Entry Competition Entry Limit in a single Competition for any reason, the Promoter reserves the right at its sole discretion, to void any tickets and / or postal entries without notice firstly on a chronological basis with respect to both orders and postal entries (in the case of postal entries, the date of their arrival will be taken into consideration), and then on a sequential basis with respect to ticket references contained within an order, so as to void any Entries exceeding the Postal Entry Competition Entry Limit. Game Credit may be won in, and used to enter Postal Entry Competitions online.

#### 4. Promotion Periods

- 4.1 Each Competition will run for a specified period. Please see each Competition on the Website or App for details of start and end times and dates ('Promotion Period(s)').
- 4.2 The Promotion Period for Postal Entry Competitions is identical for both Online Tickets and for Postal Entries. To ensure sufficient time is allowed for postcards and/or letters to be received and processed, the actual date of the draw will be no earlier than 48 hours after of the end of the Promotion Period, calculated exclusively in business days.

#### 5. Competition Judgement

- 5.1 **Spot the Ball Competitions:** The position of the centre of the ball will be determined after the close of the Competition by an independent Panel of Judges (sporting experts appointed by the Promoter – the 'Judge') using their sporting experience and in the presence of a qualified lawyer and a representative from the Promoter ('Judge's Position').

- 5.2 Within forty-eight (48) hours of the end of the respective Spot the Ball Competition, the Judge's Position will be computed against the database of coordinates to mathematically calculate which of the valid and eligible Entries received by the Promoter is closest to the Judge's Position, and therefore the winning Entrant (the 'First Prize Winner') of the prize. The First Prize Winner will be the person who correctly identifies, or if no one is correct, who is closest to, the Judge's Position. For the avoidance of doubt, distance will be measured by calculating the straight-line distance from each valid and eligible Entry to the Judge's Position ('Distance').

- 5.3 **Spot the Ball Competitions:** In the event that there are two or more Entrants with valid and eligible Entries that are equally close to or exactly match the Judge's Position (each a 'Tie Break Entry'), the entrants to whom such Tie Break Entries belong, identified by their BOTB Account (the 'Tie Break Entrants') will participate in a tie break mechanic to determine the First Prize Winner for such Competition as follows:

- (a) **Tie Break Scenario 1** – in the event that each of the Tie Break Entrants has made multiple Entries to the Competition:

in Tie Break Scenario 1, the other Entries to the Competition made by each Tie Break Entrant using the same BOTB Account as their respective Tie Break Entry will be used to determine the First Prize Winner as follows - the First Prize Winner will be determined by calculating the Distance of the next closest Entry to the Judge's Position (excluding the Tie Break Entry) ('TB1 Entries') made by each Tie Break Entrant in that Competition ('Tie Break 1'). In the event that a single Entrant has more than one Entry involved in a Tie Break, each Entry will be considered individually and eligible to be the next closest entry to each other. In the event that Tie Break 1 results in a tie break, the Tie Break 1 process will be repeated until there are no more TB1 Entries to judge. For the avoidance of doubt, it is not necessary for the Tie Break Entrants to have made the same number of Entries. However, judging under Tie Break 1 will cease when there are no longer sufficient TB1 Entries to compare. For example, if the first Tie Break Entrant has made a total of 5 Entries and the second Tie Break Entrant has made a total of 10 Entries, judging will cease after a maximum of 4 rounds of Tie Break 1 because the first Tie Break Entrant has no further TB1 Entries to compare. If a winner cannot be determined by using the Tie Break 1 process, such tied entrants ('TB1 Tie Break Entrants') will participate in Tie Break 2 (defined in 5.3(b) below);

- (b) **Tie Break Scenario 2** – in the event that one or more of the Tie Break Entrants has only made one (1) Entry to the Competition or in the event that Tie Break 1 results in a tie break:

the Tie Break Entrants or the TB1 Tie Break Entrants (as relevant) will be asked to take part in another Spot the Ball Challenge using a new sporting photograph in order to determine a single First Prize Winner (the 'Tie Break 2'). Tie Break 2 will be entered and judged on the same terms as the original Spot the Ball Challenge and there will be no additional payment due. In the event that Tie Break 2 results in a tie break, the Tie Break 2 process will be repeated with the respective tied Entrants until there is a single First Prize Winner. In the event that a single Entrant has more than one Entry involved in a Tie Break, each Entry will be eligible for a separate Tie Break 2 Entry. If the Promoter is unable to contact one or more of the Tie Break Entrants or the TB1 Tie Break Entrants (as relevant) for Tie Break 2, within three (3) days (which may be extended at the sole discretion of the Promoter) of identifying such Tie Break Entrants (or TB1 Tie Break Entrants as relevant), Tie Break 2 will be concluded without that particular Tie Break Entrant or the TB1 Tie Break Entrant (as relevant).

All Tie Break Entrants, including those that we were unable to contact will be automatically allocated a tie break prize in accordance with rule 7.1(h).

- 5.4 **Skill-based Competitions:** The correct answer will be determined prior to the close of the Competition by PromoVeritas, the independent promotional verification service. Within forty eight (48) hours of the end of the respective Multiple Choice Challenge Competition, all eligible Entries received by the Promoter during the Promotion Period will be reviewed, and all entrants that correctly answered the question will be entered into a random draw to select the First Prize winner(s) and any other prize winner(s) if applicable. The draw will be independently conducted by PromoVeritas.

- 5.5 **Postal Entry Competitions:** The winner shall be drawn using a verifiably random process from all eligible entries received, via both Online Ticket Entries and Postal Entries. Within forty-eight (48) hours of the end of the respective Promotion Period of each Postal Entry Competition, all valid postcards and letters will be reviewed, and all eligible entries from both Online Tickets and Postal Entries received by the Promoter will be entered into a random draw to select the First Prize winner(s) and any other prize winner(s) if applicable. The draw will be independently conducted by PromoVeritas.

The First Prize Winner, the Runners Up, the Tie Break Entrants, Game Credit Winners, Skill-based Competition Winner(s) and Postal Entry Competition Winner(s) are all referred to as 'Winner(s)'.

- 5.6 The Promoter will attempt to contact Winner(s) using the telephone numbers and email address provided at the time of Entry (or as subsequently updated) and held securely in our database. It is the Entrant's sole responsibility to check and update these details. If for any reason they are recorded incorrectly, the Promoter will not be held responsible. Entrants must carefully check their contact details have been stored correctly.
- 5.7 If for any reason the Promoter is unable to contact a Winner within 5 days (which may be extended at the sole discretion of the Promoter) of the end of a Competition or the Winner fails to confirm acceptance of the prize or the Winner is disqualified as a result of contravening any of these Terms and Conditions, the Winner will forfeit the prize and it will be awarded to the Entrant with the next closest coordinates in a Spot the Ball Competition, or the next drawn Entrant in a Skill-based Competition or in a Postal Entry Competition, as defined in the judging process. For the avoidance of doubt once the prize has been forfeited the original Winner, Runners Up or Tie Break Entrants will have no further claims against the Promoter.
- 5.8 The Promoter reserves the right at its sole discretion to extend the closing date of any competition, if for any reason any aspect of the competition is not capable of running as planned, including by reason of infection by computer virus, network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or any cause beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of the Competition. The Promoter may in its sole discretion cancel, terminate, modify or suspend a Competition, or invalidate any affected entries. In the event that the Promoter closes a Competition early, the Winner may be selected from all valid and eligible Entries received by the Promoter prior to the date of closure, except that the Promoter reserves the right, at its sole discretion, to close a Competition early without selecting a Winner. In the event that a Competition is closed without selecting a Winner, the Promoter will give all entrants Game Credit to enable them to replay equivalent tickets in a subsequent competition.
- 5.9 All Entrants are automatically entered onto the Promoter's database for the purpose of conveying information as to the status of their Competition, as well as any future Promotions or Competitions offered by the Promoter.

## 6. Winner's Details

- 6.1 The Winners will be required to send a copy of their passport to the Promoter to confirm their identity, age and also to prove that if the purchase was made by credit card that the card was legally theirs or that they had authorisation to use it, before any prize will be paid or delivered. Any failure to meet these obligations may result in the Winner being disqualified and the Promoter choosing an alternate winner.
- 6.2 All Winners will also be required to provide photographs and/or pose for photographs and videos, which may be used in future marketing and public relations by the Promoter in connection with the Competition and in identifying them as a winner of a Competition.
- 6.3 Following receipt and verification of the details requested above by the Promoter, the Winners will be contacted in order to make arrangements for delivery of the prize. In the event that the Competition did not allow for the pre-selection of a prize, the Winner must choose between the selection of prizes available (as detailed in the Competition prize information on the Website) and notify the Promoter of their choice in writing.
- 6.4 Surprise Contact Details: On your account page you have the option to add the contact details of an individual who we can contact to help arrange with the surprise if you are a Winner. We will categorically not share or pass these details on to any third party but in adding them you are confirming that you have the consent from the person to pass these details to BOTB.

## 7. Competition Prizes

- 7.1 **Spot the Ball Competitions** (excluding Loyalty Club Free Competitions): Spot the Ball Competitions are comprised of many different cars. For the avoidance of doubt, there will be only one principal prize awarded for each Spot the Ball Competition ('First Prize') and not one per model of car listed. Prizes will also be awarded in the form of Spot the Ball Competition Game Credit. Please note the following:

- (a) During the course of a Spot the Ball Competition, if due to circumstances beyond the Promoter's control, the Promoter is unable to provide the stated First Prize, the Promoter reserves the right to award a substitute car of equal or greater value.
- (b) If the First Prize Winner would like to take a car, an order will be placed by the Promoter. Please note that if the Winner decides to do this, delivery may take up to (or even exceed) 12 months for certain cars and cars will be ordered in basic specification. All cars whether left or right hand drive will ordinarily be ordered in the UK from UK dealers. Bespoke options and upgrades can be added at the First Prize Winner's request but must be paid for by the First Prize Winner in advance. The First Prize Winner can choose the car in Left or Right Hand Drive (subject to manufacturer availability and Terms and Conditions). The First Prize Winner will not win Game Credit on their competition entries.
- (c) In the UK the First Prize will be delivered with UK VAT paid. In the EU the First Prize will be delivered with UK VAT paid but any further costs (additional VAT/taxes/import duties/registration costs due in the destination/country of final registration) will be the responsibility of the First Prize Winner.

In all other countries the First Prize will be shipped (net of all taxes) to the nearest port and any applicable import duties, registration costs, or any further taxes or duties of any nature due in the destination country will be the responsibility of the First Prize Winner. The Promoter reserves the right not to deliver to certain countries. Please note that all our cars are supplied in the UK and therefore if exported may not be road legal in the destination country. It is the First Prize Winner's responsibility to check this and choose an alternative car or take the cash alternative if appropriate.

For the avoidance of doubt, the maximum value that the Promoter will be liable to pay for or towards any prize is the UK RRP (or local currency equivalent) of the prize as advertised on our website. BOTB will only transact with manufacturer recommended principal dealers.

- (d) The Promoter will pay towards the servicing and insurance for the first year of car ownership of the First Prize. Invoices for servicing and insurance will need to be supplied to the Promoter before any money will be credited and the First Prize Winner must own the car for a full 12 months from the date of delivery. The Promoter will pay the First Prize Winner the following sums for insurance. A car won with UK RRP £0-30,000 will receive £750 towards insurance. A car won with UK RRP £30,001-70,000 will receive £1,000 towards insurance. A car won with UK RRP £70,001-120,000 will receive £1,250 towards insurance. A car won with UK RRP £120,000+ will receive £1,500 towards insurance. It will be the First Prize Winner's responsibility to organise their own insurance and pay for it directly. The First Prize Winner's car insurance will be reimbursed by the Promoter only in respect of the car they have won, and will be paid at the lesser of the invoiced 12 month insurance premium or the maximum value as stated above (which is dependent on the value of the car won). Servicing will be undertaken by a main dealer and be subject to normal road use only. The Promoter will only cover the standard manufacturer first year servicing costs, and will not be responsible for vehicle damage, wear and tear (to components such as tyres, brakes or clutch), or for faults caused by a lack of maintenance, neglect or improper use of the vehicle. The maximum the Promoter will pay for servicing costs in the first year is £400. Invoices for insurance and servicing will be reimbursed by the Promoter 12 months after date of delivery of the car.

- (e) **Game Credit Prizes:** Additional Spot the Ball Competition Prizes will be won in the form of Game Credit, for each ticket that is close to the Judge's Position (excluding the First Prize Winner). Game Credit is won in proportion to the actual cost of each ticket, calculated at the time of purchase. Tickets in Zone 1 are awarded at 100% of the ticket price paid. Tickets in Zone 2 are awarded at 50% of the ticket price paid. Tickets in Zone 3 are awarded at 15% of the ticket price paid. Tickets in Zone 4 are awarded at 10% of the ticket price paid. Tickets in Zone 5 are awarded at 5% of the ticket price paid. Loyalty Club Members will also receive Game Credit in Spot the Ball Competitions for the closest ticket for each car, with the amount of credit due dependent on the entrant's Supercharged Club Level at the time of entry - Gold (£30), Silver (£20) and Bronze (£10). Game Credit may be used to purchase Spot the Ball, Skill-based Competition or Online Postal Entry Competition tickets. Game Credit has an expiry date which is set at the discretion of the Promoter.
- (f) **Spot the Ball Competition Cash Alternative:** Should a Spot the Ball Competition Winner not wish to take delivery of one of the First Prizes (including cars or other items listed), the Spot the Ball Competition Cash Alternative can be claimed. The Cash Alternative is 70% of the UK RRP of the car(s) (rounded to the nearest £1,000) together with any cash amount that has been added as a prize extension as per 7.1(g). Please note that the additional money offered towards insurance and servicing costs for the first year of Car ownership is not included should the Winner opt for the Spot the Ball Competition Cash Alternative.
- (g) **Prize Extensions - Cash and Fuel Prizes:** You may select the option to add up to £50,000 Cash and Fuel for one year to your tickets in the Spot the Call Competition. If you are the Winner, you will receive the cash amount selected, either as additional cash or you may wish to put some or all of it towards extras for your car. The Promoter will also pay for your Fuel (or electricity) for one year for up to 20,000 miles, paid at a rate of 20 pence per mile (only for miles driven in the car you have won). The Promoter will require you to produce a service invoice or other documentation from a main brand dealer, showing the mileage at the end of the 12 month period following registration at which point you will be reimbursed. The Cash Alternative for this Prize (if you choose not to take the car), is the cash amount selected only and specifically no fuel can be claimed.
- (h) **Tie Break Entrants:** For the avoidance of doubt, the car won by the First Prize Winner will be the car attributed to the ticket that was equidistant from the judge's position and not any car attributed to subsequent entries that may be used to establish the First Prize Winner. In the event that a single Entrant has more than one Entry involved in a Tie Break, one of which is identified as the First Prize Winner, as a result of Tie Break Scenario 1 or Tie Break Scenario 2, the First Prize will be awarded as follows. The car that they will receive will be any car up to a maximum RRP of the simple average UK RRPs of their Entries involved in the Tie Break, or if they elect for to take the Cash Alternative, a simple average of the Cash Alternatives per 7.1 (f) of their Entries involved in the Tie Break. Anyone involved in a Dream Car Competition Tie Break, except the First Prize Winner, will automatically win £1,000 cash.

**Loyalty Club Free Competitions:** Loyalty Club Free Competitions are free to enter and are only open to Loyalty Club members. For the avoidance of doubt, entrants must be registered members of the Loyalty Club at the time of entry into any Loyalty Club Free Competition. If due to circumstances beyond our control we are unable to provide the stated prize(s), we reserve the right to award a substitute prize(s) or cash of equal or greater value. If the winner chooses not to take the stated prize, a cash alternative as specified on the competition page is available.

7.2 **Skill-based Competitions:** Skill-based Competitions comprise different prize categories, including Cars, Cash amounts, Watches, Motorcycles and Other prizes: For the avoidance of doubt, there will be only **one prize awarded for each Skill-based Competition** ('First Prize') and not one per prize listed. Please also note the following:

- (a) Game Credit may be redeemed against entries.
- (b) If due to circumstances beyond the Promoter's control (unreasonable waiting/delivery timescales or model discontinuation etc.), the Promoter is unable to provide the stated First Prize, the Promoter reserves the right at its sole discretion to award the UK RRP cash equivalent.
- (c) In the UK the First Prize will be delivered with UK VAT paid. In the EU the First Prize will be delivered with UK VAT paid but any further costs (additional VAT/taxes/import duties/registration costs due in the destination/country of final registration) will be the responsibility of the First Prize Winner.

In all other countries the First Prize will be shipped (net of all taxes) to the nearest port and any applicable import duties, registration costs, or any further taxes or duties of any nature due in the destination country will be the responsibility of the First Prize Winner. The Promoter reserves the right not to deliver to certain countries. The Promoter cannot guarantee that all prizes won, if exported, will conform to local standards in the destination country. It is the First Prize Winner's responsibility to check this and choose the cash alternative if appropriate.

For the avoidance of doubt, the maximum value that The Promoter will be liable to pay for or towards any prize is the UK RRP (or local currency equivalent) of the prize as advertised on our website. BOTB will only transact with manufacturer recommended principal dealers.

- (d) **Skill-based Competition Cash Alternative:** Should a Skill-based Competition Winner not wish to take delivery of one of the First Prizes (including vehicles or other items listed, but excluding actual cash prizes), the Skill-based Competition Cash Alternative can be claimed. The Cash Alternative is 70% of the UK RRP of the Prizes as displayed on the website.
- (e) During the course of a Skill-based Competition, if due to circumstances beyond the Promoter's control, the Promoter is unable to provide the stated First Prize, the Promoter reserves the right to award a selection of substitute prizes of equal or greater value.
- (f) If a prize from the Car Category is won as First Prize in a Skill-based Competition, clauses 7.1 (a - f) shall apply. However, no complimentary insurance or servicing amounts are payable on other non-car prizes (irrespective, even if they are a vehicle or a form of transport) that are won in a Skill-based Competition.

7.3 **Postal Entry Competitions:** Postal Entry Competitions comprise different prize categories, including Cars, Cash amounts, Watches, Motorcycles and Other prizes. For the avoidance of doubt, there will be only **one prize awarded for each Postal Entry Competition** ('First Prize') and not one per prize listed. Please also note the following:

- (a) Game Credit may be redeemed against Online Tickets.
- (b) In respect of Postal Entries Competitions where you are required to pre-select a prize but you have not done so by the end of the Promotion Period, you will be disqualified and your entry(s) will not participate in the draw.
- (c) If due to circumstances beyond the Promoter's control (unreasonable waiting/delivery timescales or model discontinuation etc.), the Promoter is unable to provide the stated First Prize, the Promoter reserves the right at its sole discretion to award the UK RRP cash equivalent.
- (d) In the UK the First Prize will be delivered with UK VAT paid. In the EU the First Prize will be delivered with UK VAT paid but any further costs

(additional VAT/taxes/import duties/registration costs due in the destination/country of final registration) will be the responsibility of the First Prize Winner.

- (e) In all other countries the First Prize will be shipped (net of all taxes) to the nearest port and any applicable import duties, registration costs, or any further taxes or duties of any nature due in the destination country will be the responsibility of the First Prize Winner. The Promoter reserves the right not to deliver to certain countries. The Promoter cannot guarantee that all prizes won, if exported, will conform to local standards in the destination country. It is the First Prize Winner's responsibility to check this and choose the cash alternative if appropriate.
- (f) For the avoidance of doubt, the maximum value that The Promoter will be liable to pay for or towards any prize is the UK RRP (or local currency equivalent) of the prize as advertised on our website. BOTB will only transact with manufacturer recommended principal dealers.
- (g) Postal Entry Competition Cash Alternative: Should a Postal Entry Competition Winner not wish to take delivery of one of the First Prizes (including vehicles or other items listed, but excluding actual cash prizes), the Postal Entry Competition Cash Alternative can be claimed. The Cash Alternative is 70% of the UK RRP of the Prizes as displayed on the website.
- (h) During the course of a Postal Entry Competition, if due to circumstances beyond the Promoter's control, the Promoter is unable to provide the stated First Prize, the Promoter reserves the right to award a selection of substitute prizes of equal or greater value.
- (i) If a prize from the Car Category is won as First Prize in a Postal Entry Competition, clauses 7.1 (a - f) shall apply. However, no complimentary insurance or servicing amounts are payable on other non-car prizes (irrespective, even if they are a vehicle or a form of transport) that are won in a Postal Entry Competition.

7.4 All other expenses not expressly specified herein are the sole responsibility of the Winners.

7.5 All Prizes are subject to the Terms and Conditions of the prize provider, manufacturer or supplier.

7.6 Each First Prize must be accepted as awarded and is non-transferable or convertible to other substitutes and cannot be used in conjunction with any other vouchers, offers or discounts, including without limitation any vouchers or offers of the Promoter or other prize suppliers.

**8. Loyalty Club:** The Promoter operates a Loyalty Club to reward competition entrants for both their loyalty and their skill. Tiers are updated weekly on Sunday at midnight GMT. Qualifying Spend is the actual amount of money spent and excludes any Game Credit or other discounts. Qualification for tiers is based on a rolling 4-week Spot the Ball Competition cycle. Benefits apply at the start of the next competition. You can see the competitions that contribute to your Loyalty Club tier status on the My Loyalty Club Status page. Any spend in the current calendar week will count towards your Loyalty Club tier in the following calendar week.

- (a) Loyalty Club Spot the Ball Competition tickets will automatically be added to your basket of Loyalty Club members at the start of any qualifying competition. Simply log in to your account, select your ticket from your basket and choose the car you would like to play for. Gold, Silver and Bronze tickets can be won each week by qualifying Loyalty Club Members, who are eligible as a result of answering the question correctly in Skill-based Competitions, or by placing tickets in qualifying zones in Spot the Ball Competitions (excluding the Loyalty Club Free Competition). Loyalty Club Spot the Ball Competition tickets are a different category of ticket. No Game Credit Prizes are payable on these tickets and they are not eligible to receive the free insurance and servicing, detailed in 7.1(d) above.
- (b) Loyalty Club Members will also receive tickets into the exclusive monthly Loyalty Club Free Competition. Gold Members will receive three tickets, Silver Members two tickets and Bronze Members one ticket. Loyalty Club Free Competition tickets have nil value and cannot be purchased separately.
- (c) Loyalty Club Members can refer friends to BOTB as per 9.0 below and earn Spot the Ball (but excluding Loyalty Club Free Competition) Credit in the process - £10 if you are in the Bronze tier, £12.50 if you are Silver and £15 per referral if you are in the Gold Loyalty Club tier. To qualify for your referral credit, your friend is required to spend £10, following which you'll be credited with your Game Credit. Please note, Game Credit for referring friends will only be awarded if you are a Loyalty Club member at the time your friend has paid £10 or more to play. Track the progress of all your referrals on the My Refer A Friend page.

## 9. Instant Wins

9.1 In addition to the prizes awarded in Spot the Ball, Skill-based and Postal Entry Competitions, the Promoter may, at its sole discretion, decide to supplement any prizes in a Competition with Instant Win prizes. The availability of these prizes is subject to the Promoter's sole discretion and may vary in timing, quantity and value throughout a Qualifying Competition Period (e.g. an Instant Win prize draw may not be available during an entire Competition Period and the number and value of potential Instant Win prizes may vary during the course of a Competition).

9.2 **Eligibility and Participation:** Instant Win prizes may be won by participants in Qualifying Competitions organized by the Promoter including Spot the Ball, Skill-based or Postal Entry Competition (Qualifying Competitions are at the discretion of the Promoter). Participants will not be required to pay any additional fees to be eligible for Instant Win Entries and Prizes. Participation in Instant Win prize draws will be automatically generated by paid online or postal entries in qualifying Spot the Ball, Skill-based or Postal Entry Competitions. For the avoidance of doubt, paid online entries into Qualifying Competitions will be charged at the same price as an equivalent entry in the same type of Competition where no Instant Win prizes are available or promoted, and Postal Entries will remain free of charge.

Each paid online entry and postal entry (where applicable in Qualifying Competitions) will be eligible for participation in the award of Instant Win Prizes. For Competitions in which Instant Win prizes are available, winning Instant Win prize(s) will be selected at random after the confirmed purchase of the ticket or postal entry into the Competition.

9.3 **Draw of Instant Win prizes:** For Competitions in which Instant Win prizes are available and promoted, winners of Instant Win prizes will be selected separately from the principal Competition prize winner(s) and will be drawn at random as detailed above, from all Qualifying Entries into the principal Competition.

## 10. Refer a Friend

10.1 The Refer a Friend scheme is operated in good faith to reward customers for referring genuine friends and acquaintances as new customers to the Promoter. Referrals are limited to 10 per customer. Abuse of this system will not be tolerated and if the Promoter has reasonable grounds to believe that new users are not genuine individuals it reserves the right at its sole discretion to void any orders and/or Game Credit earned as a result of the scheme, and to disqualify such individual as a Prize Winner.

10.2 Credit earned is subject to the Terms of the Refer a Friend scheme. The amount of credit earned will correspond to the Supercharged Tier for which the referrer qualifies, at the time that the referee registers and spends the minimum qualifying amount. Friends referred must place a

qualifying order with 90 days of being referred, for the Referee to earn and receive Spot the Ball (but excluding Loyalty Club Free Competition) Credit.

## **11. Storage**

11.1 The Promoter can store the chosen prize free of charge for 30 days after notifying the First Prize Winner, at the end of which time the First Prize will be delivered to the Winner.

## **12. Winners' Personal Data**

12.1 Acceptance of the prize by the Winner will mean they are required to have their photo and video taken by the Promoter for promotional purposes (Public Relations and Marketing), both immediately after their win and in the future for use in accordance with rule 6.2, unless prohibited by law.

12.2 By entering a Competition, you agree to the use of your name, address, and/or photograph or other likeness, as well as your appearance at publicity events without any additional compensation (save for reasonable travel expenses) and as required by the Promoter if you are declared a Winner.

## **13. Limits of Liability**

13.1 The Promoter makes no representations or warranties as to the quality/suitability of any of the goods or services offered as prizes. Except for liability for death or personal injury caused by the negligence of the Promoter, the Promoter shall not be liable for any loss suffered or sustained to person or property including, but not limited to, consequential (including economic) loss by reason of any act or omission by the Promoter, or its servants or agents, in connection with the arrangement for supply, or the supply, of any goods by any person to the prize Winner(s) and, where applicable, to any family/persons accompanying the Winner(s), or in connection with any of the Competitions promoted by the Promoter.

## **14. Electronic Communications**

14.1 No responsibility will be accepted for failed, partial or garbled computer transmissions, for any computer, telephone, cable, network, electronic or internet hardware or software malfunctions, failures, connections, availability, for the acts or omissions of any service provider, internet accessibility or availability or for traffic congestion or unauthorised human act, including any errors or mistakes. The Promoter shall use its best endeavours to award the prize for a Competition to the correct Entrant. If due to reasons of hardware, software or other computer related failure, or due to human error the prize is awarded incorrectly, the Promoter reserves the right to reclaim the Competition prize and award it to the correct Entrant, at its sole discretion and without admission of liability.

14.2 The Promoter reserves the right at its sole discretion to extend the closing date of any competition, if for any reason any aspect of the competition is not capable of running as planned, including by reason of infection by computer virus, network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or any cause beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of the Competition. The Promoter may in its sole discretion cancel, terminate, modify or suspend a Competition, or invalidate any affected entries. In the event that the Promoter closes a Competition early, the Winner may be selected from all valid and eligible Entries received by the Promoter prior to the date of closure, except that the Promoter reserves the right, at its sole discretion, to close a Competition early without selecting a Winner. In the event that a Competition is closed without selecting a Winner, the Promoter will give all entrants Game Credit to enable them to replay equivalent tickets in a subsequent competition.

14.3 The Promoter shall not be liable for any economic or other consequential loss suffered or sustained to any persons to whom an award has been incorrectly made, and no compensation shall be due. The Promoter shall use its best endeavours to ensure that the software and website(s) used to operate its Competitions perform correctly and accurately across the latest versions of popular internet, tablet and mobile browsers. For the avoidance of doubt, only the ticket coordinates recorded in our systems, howsoever displayed or calculated, shall be entered into the relevant Competition and the Promoter shall not be held liable for any competition entries that occur as a result of malfunctioning software or other event. Competition coordinates may be checked at any time by accessing your account at botb.com.

## **15. Data Protection Notice**

15.1 Any personal data that you supply to the Promoter or authorise the Promoter to obtain from a third party, for example, a credit card company, will be used by the Promoter to administer the Competition and fulfil prizes where applicable. In order to process, record and use your personal data the Promoter may disclose it to (i) any credit card company whose name you give; (ii) any person to whom the Promoter proposes to transfer any of the Promoter's rights and/or responsibilities under any agreement the Promoter may have with you; (iii) any person to whom the Promoter proposes to transfer its business or any part of it; (iv) comply with any legal or regulatory requirement of the Promoter in any country; and (v) prevent, detect or prosecute fraud and other crime. In order to process, use, record and disclose your personal data the Promoter may need to transfer such information outside the United Kingdom, in which event the Promoter is responsible for ensuring that your personal data continues to be adequately protected during the course of such transfer.

## **16. Promoter**

16.1 Best of the Best Plc, 2 Plato Place, 72-74 St Dionis Road London SW6 4TU, UK. Tel: +44 207 371 8866 email: info@botb.com Web: www.botb.com. A list of winners and their home town will be available for one (1) month after the end of each Competition by sending an email to the Promoter.