

BOTB Pass: Subscription Terms

1. About Us

- 1.1 **Winvia Entertainment Limited** (formerly known as Best of the Best Limited, and trading as "Best of the Best") ("Promoter", "we", "us", "our(s)") with company number 03755182 and registered office 2 Plato Place, 72-74 St Dionis Road, London SW6 4TU.

2. Applicability and acceptance

- 2.1 These are the terms of service which apply to and, together with the other Terms and Conditions described below, govern any agreement entered into between you and us for you to acquire entries into Competitions by means of a subscription ("Subscription(s)") – see section 5 for details of Subscriptions. We refer to them as the Subscription Terms. Subscriptions form part of the Services referred to in clause 2.2 of the Terms of Use.

- 2.2 By purchasing a Subscription, you are entering into a legally binding agreement with us, which is comprised of:

- (a) the Terms of Use,
- (b) the Competition Rules,
- (c) the Promotional Terms (each as defined in the Terms of Use); and
- (d) the Subscription Terms.

Together, the Terms of Use, the Competition Rules, the Promotional Terms and (in the case of Subscriptions) the Subscription Terms shall be referred to as the "Terms and Conditions".

The Terms of Use, Competition Rules and Promotional Terms each contain important provisions which are relevant to your Subscription, but not all of them are not repeated here.

- 2.3 Words and phrases used in these Subscription Terms shall have the same meaning and effect as they have elsewhere in the Terms and Conditions.
- 2.4 In the event that there is any conflict or inconsistency between the Terms of Use, the Subscription Terms of Service, the Competition Rules and the Promotional Terms, the order of priority in which they shall apply will be: the Promotional Terms, then the Competition Rules, then (in the case of Subscriptions) the Subscription Terms, then the Terms of Use.

3. Amendments

We reserve the right to amend the Subscription Terms and the Subscription Fees from time to time, in accordance with clause 3.1 of the Terms of Use ("Changes to the Terms and Conditions"). This includes changes to the specific number and types of Competition entries which you are entitled to under your Subscription, for example because a category of Competition is discontinued.

4. Eligibility

- 4.1 To be eligible to enter into a Subscription you must be at least 18 years of age and resident in the United Kingdom.

5. Subscriptions and Subscription Periods

- 5.1 A Subscription is an agreement of indefinite duration, which continues to renew automatically unless and until cancelled. Each Subscription is subject to a renewal period (the "**Subscription Period**") which may be monthly or yearly. Your Subscription Period is determined by your choice when purchasing your Subscription, and a Subscription payment ("Subscription Fee") will be payable at the start of each Subscription Period.
- 5.2 For a Monthly Subscription, the first Subscription Period will begin on the date you first agree to subscribe and your Subscription will renew automatically on the same date each subsequent month until cancelled. For an Annual Subscription, the first Subscription Period will begin on the date you first agree to subscribe and will renew automatically on the same date each subsequent year until cancelled in accordance with these Subscription Terms. If you enter into a Subscription on a date which is not repeated in a subsequent month or year (as relevant), your renewal date in that subsequent month or year will be on the next closest preceding day. For example, a Monthly Subscription starting on 31 January, will renew on 28 February, 31 March, 30 April, 30 June, 31 July etc.). An Annual Subscription entered into on 29 February in a leap year, will renew on 28 February in non-leap years.
- 5.3 Your Subscription entitles you to a specific number of entries to specific Competitions which we operate each month. The categories of Competition and the numbers of entries you are entitled to for each category per month differ according to the Subscription you take out. The details of the various classes of Subscription and the benefits attached to each are provided to you when you select your Subscription and the details of the Subscription you acquire will be confirmed by us by email shortly after you purchase your Subscription.
- 5.4 Except Dream Car and Instant Win Competitions (which you must enter manually), you will automatically be entered into the Competitions you are entitled to according to your Subscription when you first subscribe and at the start of each subsequent Subscription Period for the duration of your Subscription.
- 5.5 Where your Subscription entitles you to one or more entry per Subscription Period to our Instant Win Competitions, you will receive your first Instant Win entries immediately after you purchase your Subscription, and each further set of Instant Win entries monthly thereafter, when (or shortly after) your Subscription renews or (for Annual Subscriptions) each month, but you must enter those Competitions yourself. You must utilise the Instant Win entries within the relevant Subscription Period or (in the case of Annual Subscription), each month within the Annual Subscription Period, after which they will expire.
- 5.6 Where your Subscription entitles you to one or more entry per Subscription Period to our Dream Car Competitions, you will receive the first entry immediately after you purchase your Subscription, and each subsequent entry into your account when the relevant Competition launches, but you must enter those Competitions yourself. Each Dream Car Competition runs from Monday to Sunday in a single week. You must utilise the entries before the relevant Competition closes, after which they will expire.
- 5.7 Where your Subscription entitles you to one or more entry per Subscription Period to our "Lifestyle Competitions" you will be entered into such Competition automatically. Winning entrants in Lifestyle Competitions can choose from a selection of different potential prizes when they enter the Competition. When entered automatically under a Subscription, you may select the prize you wish to win by using your BOTB Account to manage your entry. However, in order to do so, you must have completed the registration details for your

BOTB Account. If you do not make a selection in this way, your entry will be allocated to a default prize selected by us, which (unless otherwise notified) will be a Cash Prize of £25,000.

- 5.8 The Dream Car Competition tickets included in your Subscription may be upgraded to tickets of higher value if you meet the required spending threshold through direct purchases, as set out in BOTB's Perks for Playing program.
- 5.9 If you have reached the Competition Entry Limit for a given Competition by making direct purchases of entries, and you subsequently receive additional entries through a Subscription package, those Subscription entries will still be credited to your account but will be voided for that Competition. You will not be able to use the Subscription entries to participate in the Competition if doing so would exceed the Competition Entry Limit.

6. Subscription Fees

- 6.1 **By purchasing a Subscription, you are committing to the payment of the first Subscription Fee, and all subsequent Subscription Fees, until the Subscription is cancelled in accordance with these Subscription Terms.** The Subscription Fee applicable to your Subscription is displayed on the Subscription page on our website and mobile app, and will be visible to you when you confirm purchase of the Subscription. We reserve the right to amend the Subscription Fee payable from time to time by giving you notice in accordance with clause 3.1 above and clause 3.1 of the Terms of Use.
- 6.2 Subject to the provisions in clause 8 (Cancellation), if your Subscription renews yearly (an "Annual Subscription"), you will become liable to pay the Subscription Fee when you purchase your Subscription and on the renewal of the Subscription every year until the Subscription is cancelled. If your Subscription renews every month (a "Monthly Subscription") you will become liable to pay the Subscription Fee when you purchase your Subscription and on renewal of the Subscription every month until the Subscription is cancelled in accordance with these Subscription Terms.
- 6.3 The payment information you provide on taking out your Subscription will be retained by our payment processing partner and they will use that information to process the payment of the Subscription payment on each renewal. You authorise us and our payment processor to retain your payment details and to take all Subscription payments for which you are liable without further recourse to you unless and until the Subscription is cancelled in accordance with these Subscription Terms.
- 6.4 You agree to keep your payment and account information up to date via the My Account page and, in the event that this information needs to be updated, you undertake to update it.
- 6.5 You will remain liable for any Subscription payment which falls due even if the payment cannot be processed by us for any reason.

7. Requirement to hold a BOTB Account

- 7.1 BOTB Customers are required to create a BOTB Account to use the Services we provide. If you do not already have a BOTB Account when you subscribe, we will create a BOTB Account for you at the time you subscribe. All Competition entries for your Subscription will be connected with that BOTB Account. We will email you with a link to your BOTB Account and will take reasonable steps to prompt you to complete the additional details

required to complete your BOTB Account registration details. In these circumstances it is your responsibility to complete the registration details connected with your BOTB Account and you should complete the registration details for your BOTB Account in order to be able to manage your Subscription and Competition entries.

7.2 **You must complete the registration details for your Account in order to receive a prize which you are awarded in a Competition.** If you have not yet done so, and if you become a Potential Winner (see clause 11.5 of the Terms of Use), we will email you to notify you. If you have not completed the registration details within 10 (ten) calendar days from the date on which we first notify you (which may be extended in our sole discretion), then you will be deemed to have forfeited the prize (see clause 11.7 of the Terms of Use).

7.3 However, we may continue to provide the Subscription services to you without you completing the registration details and, subject to the provisions of clauses 11.6 and 11.7 of the Terms of Use (under which a Potential Winner may be deemed to have forfeited their right to receive a prize) you will be eligible to win prizes even if you have not yet completed the registration details in your BOTB Account.

8. Cancellation and the Effect of Cancellation

8.1 You are entitled to cancel your Subscription at any time within the period of 14 days starting with the date you first subscribe (the "Cooling-off Period"), without giving a reason, and without incurring any liability. In those circumstances, you are entitled to a full refund, which we will provide to you within a period of 14 days.

8.2 **However, when you purchase your Subscription you expressly request and authorise us to begin to provide the Subscription services immediately. You also expressly agree and acknowledge that once we have performed the Subscription services in full (which we will do by providing to you all Competition entries for the initial Subscription Period) you will no longer be entitled to cancel within the 14 day Cooling-off Period and will not be entitled to a refund.**

8.3 However, you may cancel your Subscription at any time by giving us notice in accordance with clause 8.4 below. Subject to your cancellation notice being received by us at least 2 Working Days prior to your next renewal date the cancellation will take effect at the end of the Subscription Period in which you send your notice to cancel.

8.4 In order to cancel your Subscription you must use one of the following methods:

(a) Once you have completed the registration details on your BOTB Account, you may cancel by accessing your BOTB Account and choosing "Manage My Subscription" and selecting "Cancel"; or

(b) You may send the following "Model Cancellation Form" (duly completed) by email to info@botb.com

Model Cancellation Form

To: Winvia Entertainment Limited

I hereby give notice that I am cancelling my BOTB Subscription.

My Name: _____

My address: _____

My Email address: _____

My Subscription/Account number: _____
Date: _____

- 8.5 When we receive your notice to cancel, we will email you to confirm receipt and to confirm the date when your Subscription will end.
- 8.6 When you cancel your Subscription, your entitlement to continue to participate in Competitions for the remainder of your Subscription depends on whether the relevant Competitions close before or after your cancellation takes effect. If you are entered into a Competition which will close before the cancellation takes effect, your entry will remain valid, and you will be eligible to win prizes in that Competition. However, if you are entered into any Competition which closes after your cancellation takes effect, your entries in such Competition(s) will be void and you will not be eligible to win any prizes.
- 8.7 We reserve the right to cancel or to suspend your Subscription if you breach the Terms and Conditions, including these Subscription Terms, in a material way, including if you fail to pay any Subscription Fee when it falls due. In the event that we suspend your Subscription, you will not be entered into any further Competitions and entries for active Competitions provided as part of your Subscription will be void unless and until we restore your Subscription. Should payment subsequently be successful, a new Subscription Period will begin from the date the successful payment is received.
- 8.8 We reserve the right to restrict the availability of the Subscription service at our discretion. Such changes will not affect subscribers who have already purchased or renewed their subscription, unless we discontinue the service altogether.

9. Other Legal Terms

- 9.1 All other provisions in the Terms and Conditions apply equally to your Subscription, including those terms relating to **Governing Law, Jurisdiction, Relationship of the Parties, Warranties, Limitation of Liability, Notices, Assignment, Third Parties, Interpretation, Severability, No Waiver and Entire Agreement.**