

## **BEST OF THE BEST TERMS OF USE**

### **1. ABOUT US**

1.1 Winvia Entertainment Limited (formerly known as Best of the Best Limited) ("Promoter", "we", "us", "our(s)"), with company number 03755182 and registered office at 2 Plato Place, 72-74 St Dionis Road, London SW6 4TU, operates prize competitions at selected events and on our apps and website [www.botb.com](http://www.botb.com) (the "Website").

1.2 We run several categories of prize competitions on the Website: '**Spot the Ball Competition(s)**', '**Skill-based Competition(s)**', and '**Free Entry Competition(s)**' (each a '**Competition**' and together referred to as the '**Competition(s)**').

### **2. APPLICABILITY AND ACCEPTANCE**

2.1 By using the Services (see clause 2.2 below for how 'Services' is defined), you are entering into a legally binding agreement with us, which is comprised of:

- (a) these general terms of use ('**Terms of Use**');
- (b) any rules that apply to specific Competitions that we offer ('**Competition Rules**');
- (c) any terms that apply to specific promotional activities that we may offer ('**Promotional Terms**'); and
- (d) any terms which apply to Subscription services we may offer ('**Subscription Terms**').

Together, the Terms of Use, the Competition Rules, the Promotional Terms and the Subscription Terms shall be referred to as the '**Terms and Conditions**'.

2.2 The Terms and Conditions apply to you whenever you use any of our apps and/or the Website, register for an account with us, enter into any Competition, purchase any tickets to enter online Competitions ('**Tickets**'), enter into any Subscription, participate in any of our promotional activities, win any prize, engage with any of our social media pages, or otherwise use, access and/or interact with any of the products, services or functionality offered by us, which are collectively referred to as the '**Services**'.

2.3 The Competitions that we offer may have their own Competition Rules, which are additional terms and conditions containing information and requirements that apply to your entry into that specific Competition. The relevant Competition Rules can be found in the corresponding Competition page(s) of our apps and the Website.

2.4 We may decide to offer various promotional activities in connection with certain Competitions, including loyalty schemes, bonus offers, vouchers, discount codes, and game credits which may be redeemed by logging into your BOTB Account and used to enter Competitions. For example, for a limited amount of time during a Promotion Period (see clause 10.1 below for how 'Promotion Period' is defined), we may offer game credits which are balances that can be used on our apps and/or the Website as a discount to the cost of entry into Competitions but cannot be withdrawn or used other than to enter that Competition ('**Game Credits**'). Any Promotional Terms that apply to a specific promotional activity will be made available on our apps and/or the Website.

2.5 In the event that there is any conflict or inconsistency between the Terms of Use, the Competition Rules, and/or the Promotional Terms, the order of priority in which they shall apply will be: the Promotional Terms, then the Competition Rules, then the Terms of Use.

### **3. CHANGES TO THE TERMS AND CONDITIONS**

3.1 We may make changes to the Terms and Conditions from time to time (for example, we may do this to comply with a change in applicable law), and we may provide you with notice of such changes, provided that where we make any material changes to the Terms and Conditions then we will attempt to provide reasonable notice to you in advance of making such changes, where reasonably possible. However, we also recommend that you periodically check our apps and the Website for updates. Your continued use of the Services will be deemed as binding acceptance of any changes. If you do not agree to the changes, you must immediately close your BOTB Account and stop using the Services.

### **4. ELIGIBILITY**

4.1 The Services are intended to be offered to persons whose legal permanent residence is in the United Kingdom ('**UK**').

4.2 You must be at least 18 (eighteen) years old to use the Services, and by registering an account with us, you confirm that you are aged 18 (eighteen) or older and have capacity to enter into a legally binding contract with us as set out in the Terms and Conditions.

4.3 By using the Services, you confirm that you are not breaching any laws in the country where you hold legal permanent residency and/or any jurisdiction from which you access and use the Services. We do not intend that the Services be used by persons in jurisdictions where such activities are prohibited by applicable law, and we will not be held responsible nor accept any liability for your unlawful use of the Services in such circumstances. If in any doubt, you should immediately cease using the Services and check with the relevant authorities in the relevant jurisdiction. In addition to the foregoing obligations, you acknowledge and accept that you must not use the Services from any of the following prohibited jurisdictions: *Cuba, Iran, North Korea, Syria, Venezuela, the following regions of Ukraine: Crimea, Donetsk, Kherson, Luhansk, Zaporizhzhia, Afghanistan, Belarus, Burundi, the Central African Republic, the Democratic Republic of Congo, Republic of Guinea, Republic of Guinea-Bissau, Iraq, Lebanon, Libya, Mali, Myanmar (Burma), Nicaragua, Russia, Somalia, Sudan, South Sudan, Tunisia, Yemen, and Zimbabwe.*

4.4 If we become aware that you have accessed or used the Services from a country where it is unlawful for you to do so and/or which is listed as a prohibited jurisdiction in clause 4.3, then we will revoke your participation in any and all Competitions, and any prizes,

Tickets, entries, Game Credits and/or other promotional activities associated with your BOTB Account (see clause 8.1 below for how 'BOTB Account' is defined) will be void.

## **5. LICENCE TO USE THE SERVICES**

- 5.1 Subject to your compliance with the Terms and Conditions, we hereby grant to you a limited, revocable, personal, non-transferable, non-exclusive, and non-sublicensable licence to use the Services for your non-commercial use. You are not permitted to, and you agree not to permit or assist others to, copy, modify, decode, disassemble, reverse engineer or create derivative works based on the Services, or attempt to transfer, loan, lease, assign, sublicense, sell, or otherwise grant rights in or to the Services. Any use of the Services otherwise than as specifically authorised in the Terms and Conditions is strictly prohibited and where this occurs, we may suspend or terminate the licence with or without prior notice to you.
- 5.2 The Services, including all text, graphics, images, photographs, videos, illustrations, and other content contained in the Services (including any such content and other interfaces on our apps and the Website), and all intellectual property rights in the Services are owned by the Promoter or our licensors. The Services and all intellectual property in the Services are protected by intellectual property law, and you may not copy, imitate, reproduce, or modify them, in whole or in part, without our prior written permission. You acknowledge and accept that, by using the Services, you do not have or otherwise acquire any licence or right (including any implied right) to use the Services otherwise than as expressly permitted under the Terms and Conditions.

## **6. ACCESS AND AVAILABILITY OF THE SERVICES**

- 6.1 We will provide the Services using our reasonable skill and care and we will use reasonable efforts to ensure the smooth maintenance and operation of the Services, but we do not warrant or represent that any aspect of the Services (including the availability of our apps and/or the Website) shall be uninterrupted or error-free, free from viruses or other harmful components, or that you will be able to access or use the Services at any time or location of your choosing. You are solely responsible for ensuring that you can access the Services, including ensuring that you have a secure internet connection to use the Services.
- 6.2 We will use reasonable efforts to award the prize for a Competition to the correct entrant. If, due to reasons of hardware, software or other computer related error, failure, bugs or the unintended operation of any technical systems or software, or due to human error, the prize is awarded to an entrant incorrectly, we reserve the right to reclaim the Competition prize and award it to the correct entrant, in our sole discretion and without admission of liability. If we incorrectly deliver a prize to you, you are obliged to promptly notify us upon your discovery of the error, take reasonable care of the prize whilst it is in your possession, and return the prize to us (in the same condition in which you received the prize) within 14 (fourteen) calendar days of receiving our return instructions. The Promoter shall bear your reasonable costs of any such return delivery.
- 6.3 We reserve the right to, at any time in our sole discretion, do any of the following: (i) implement any technical changes or improvements to the Services; (ii) fix bugs, system failures or software issues; (iii) improve the security of the Services; and (iv) ensure compliance with applicable laws. Where we make any other modifications to the Services (including by withdrawing, suspending, removing, amending, or altering products), we will try to provide prior notice to you, where possible, provided that some amendments to the Services may need to be made with immediate effect and without notice.
- 6.4 You hereby acknowledge and accept that in accordance with applicable law, we have the right to suspend, delete, terminate and/or disable your BOTB Account and/or remove your access to the Services: (i) immediately, without notice, where you have breached any provisions of the Terms and Conditions (including, for the avoidance of doubt, where you engage in any of the prohibited activities provided in clause 7.1); or (ii) for any reason by providing reasonable notice in advance, where reasonably possible. If we have reasonable grounds to suspect that you have engaged in any of the prohibited activities provided in clause 7.1, then we may immediately suspend your BOTB Account whilst we consider the matter further and during this period of suspension, you agree to cooperate with our investigations and you will not be able to access your BOTB Account (including any Tickets you have purchased). If we determine in our reasonable discretion that you have engaged in a prohibited activity, then we shall be entitled to permanently close your BOTB Account, remove your access to the Services, withhold, void, or demand the return of, any prizes, and share your details with any relevant law enforcement agencies and/or regulatory authorities.

## **7. PROHIBITED ACTIVITIES**

- 7.1 You may only use the Services in accordance with these Terms and Conditions. You acknowledge and accept that you will not, nor will you assist nor encourage another to, engage in any of the following prohibited activities in connection with the use of the Services:
- (a) engage in any form of fraudulent, improper or illegal activity, or any form of collusion or cheating;
  - (b) provide incorrect, inaccurate or misleading information when registering for your BOTB Account;
  - (c) create or use multiple BOTB Accounts;
  - (d) allow someone else to use your BOTB Account (whether intentionally or unintentionally) or if you use or attempt to use another user's BOTB Account;
  - (e) interrupt, interfere with, attack, disrupt, manipulate, gain unauthorised access to, or introduce any viruses, trojans or other malicious material into, our apps, the Website or any servers, software, systems or databases used in connection with the provision of the Services (or attempt to do any of the foregoing);
  - (f) use any device, software, or routine that interferes with the proper functioning of, or any other person's use of, the Services;

- (g) breach, impair, interfere with, or circumvent any security systems or measures used to protect the Services (or attempt to do any of the foregoing);
- (h) use any artificial intelligence tools when accessing the Services or data mining or extraction methods intended to scrape or extract data from the Services;
- (i) collect or store any personally identifiable information from other users of the Services;
- (j) develop or use any applications, software or APIs that interact with the Services without our prior written consent;
- (k) in our reasonable discretion, engage in any activity which is objectionable, restricts or inhibits any other person from using or enjoying the Services, or may expose us to any harm or liability of any kind;
- (l) use the Services if you are under 18 (eighteen) years old in breach of your obligations set out in clause 4.2;
- (m) use the Services or access your BOTB Account in breach of your obligations provided in clause 4.3, including where you use a VPN to disguise your location to use the Services or access your BOTB Account;
- (n) engage in any abuse and/or harassment of our employees; or
- (o) make any comments about BOTB which are, or create any posts or content in relation, or referring, to BOTB which is, unlawful, libelous, defamatory, obscene, pornographic, indecent, vulgar, harassing, threatening, violent, invasive of another's privacy or publicity rights, abusive, inflammatory, fraudulent, and/or discriminatory or derogatory of any ethnic, racial, gender, or religious group.

## 8. BOTB ACCOUNTS

- 8.1 In order to use the Services, you will need to provide certain personal information to register an account with us via our apps and/or the Website ('**BOTB Account**').
- 8.2 To register a BOTB Account, you need to follow the registration process on any of our apps or the Website. Please note that EITHER your email address OR social media account such as Facebook, Apple, X or Google ("**Social Media Account**") will be used as the username that you will use to log in to your BOTB Account; each BOTB Account can only have 1 (one) username attributed to it at any given time, and you cannot attribute multiple email addresses or Social Media Accounts to your BOTB Account.
- 8.3 You can only register 1 (one) BOTB Account with us, and if you open multiple BOTB Accounts then we may close any additional BOTB Accounts that you have and/or void any prizes which have been won by you using such additional BOTB Accounts and you shall be required to return any such prizes which have been delivered to you (in accordance with the process provided in clause 6.2). Your BOTB Account must be for your own personal use and not for the benefit of any third party. You must protect the secrecy of your password, and you are responsible for all activity that occurs under your BOTB Account, including any activity by unauthorized persons.
- 8.4 You must provide accurate and complete information in respect of your BOTB Account and your entry into any Competition, and you agree to promptly notify us if any of your information changes or is inaccurate.
- 8.5 You have the right to close your BOTB Account and cease using the Services at any time. However, you remain responsible for all activities conducted from your BOTB Account until it is closed and/or you cease using the Services.

## 9. COMPETITION ENTRY

### General

- 9.1 The Competitions may be entered online via our apps and the Website (for example, by purchasing Tickets, using Game Credits, through our promotional offers, using vouchers which have been purchased at physical locations and can be redeemed for Tickets or Game Credits equal to the value of the voucher, and/or by any other means made available by the Promoter at any time), by postal entry for certain Competitions as designated by the Promoter ('**Postal Entry**'), by SMS entry for certain Competitions as designated by the Promoter ('**SMS Entry**'), or via third parties websites by purchasing online entries. One or more Competitions may be operated at the same time and each Competition will have specific prize options and entry methods as made available by the Promoter at any time and detailed in our apps and/or the Website.
- 9.2 Competitions may be limited to a maximum number of entries. Such Competitions will close either when the last Ticket is sold or when the Promotion Period for entries ends (whichever is earlier) and, subject to clause 10.2, no further entries will be accepted after this point. In the event that a Competition is limited to a maximum number of entries, an indication of the remaining or total number of entries will be displayed on the relevant Competition page on our apps and/or the Website in a format deemed appropriate by us (e.g., numerical count, percentage indicator, or progress bar).
- 9.3 We reserve the right in our sole discretion to adjust the entry requirements, rules and formalities of any Competition and to organize any Competition under any variety of name, provided that any such adjustment is made in accordance with the Terms and Conditions.
- 9.4 We reserve the right to refuse or disqualify any incomplete entries. If we have reasonable grounds to believe that you have committed a material breach of the Terms and Conditions, then any entry(ies) that you have made will be forfeited and you will not be entitled to a refund for any fees or expenses incurred in connection with such entry(ies).
- 9.5 To the fullest extent permitted by applicable law, all entries become our property and will not be returned.

## How To Enter

9.6 To enter our Competitions, you must complete the relevant steps below for each Competition:

- (a) **Spot the Ball Competitions:** You must first register a BOTB Account in accordance with the instructions contained in clause 8 and purchase an online Ticket. For each Spot the Ball Competition Ticket that you purchase, you will be entitled to complete 1 (one) '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) (see clause 11.1 for how 'Judge' is defined) 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;
  - (v) you may repeat the 'Spot the Ball Challenge' for as many entries as you wish to make, up to the specified maximum Competition Entry Limit (see clause 9.25 for how 'Competition Entry Limit' is defined) as specified on the relevant Competition page on our apps and/or Website (provided that you will require 1 (one) Ticket for each entry).
- (b) **Skill-based Competitions:** You must first register a BOTB Account in accordance with the instructions contained in clause 8 and purchase an online Ticket. For each Skill-based Competition Ticket that you purchase, you will be entitled to complete the 'Multiple Choice Challenge' onscreen, which shall operate as follows:
  - (i) you will be shown a multiple-choice question, which has only 1 (one) correct answer;
  - (ii) 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 Competition Entry Limit (provided that you will require 1 (one) Ticket for each entry, and you may only make 1 (one) 'Multiple Choice Challenge' answer which will apply to all the Tickets you have purchased for that single 'Multiple Choice Challenge').
- (c) **Free Entry Competitions:** Free Entry Competitions are exclusively free to enter; Tickets cannot be purchased for this type of Competition and Postal Entry and/or SMS Entry are also not permitted. Free Entry Competition tickets may be awarded at the Promoter's sole discretion where you complete certain actions (for example, Free Entry Competition tickets may be allocated upon the first registration of your BOTB Account).

## Postal Entry Specific Requirements

- 9.7 Where a Competition permits Postal Entry, you have a choice of whether to participate by paying for a Ticket or by Postal Entry, up to the maximum Competition Entry Limit.
- 9.8 Other than the cost of postage, there is no requirement to pay to enter using the Postal Entry route. Each Postal Entry has the same chance per entry of winning a prize as Tickets purchased online or via any other entry method.
- 9.9 Where a Competition permits Postal Entry, you must have an active BOTB Account at the time the Postal Entry is processed and all details provided on the postcard or letter must match the details on the related BOTB Account. In order to participate in a Competition by Postal Entry, you must send a clear handwritten postcard or letter (mechanically produced entries are not permitted) to the address detailed in clause 23.1(c) and 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 Competition you want to enter; and
  - f) if applicable, your choice of prize from the selection available for the respective Competition in respect of Competitions where entrants must pre-select a prize.
- 9.10 First or second-class postage must be paid for each individual entry. Postal Entries are required to be stamped and delivered by a postal service; postcards and/or letters will not be accepted directly through the letterbox.
- 9.11 Each postcard or letter must be sent through a postal service and be received by us within the Promotion Period. Any participating postcard or letter that has a postage stamp date outside the Promotion Period will not be accepted as a valid Postal Entry.
- 9.12 A maximum of 1 (one) Postal 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 Competition Entry Limit.
- 9.13 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.

- 9.14 Any Postal Entries that fail to comply with all of the requirements above will be considered void.
- 9.15 All valid Postal Entries will be processed by us as soon as reasonably possible but on business days only.
- 9.16 All valid Postal Entries will be included in the corresponding prize draw for the relevant Competition, alongside valid paid Tickets.
- 9.17 In the event that there are any special requirements regarding additional information which needs to be provided on the relevant Postal Entry postcard or letter (in addition to those listed above), details will be provided on the relevant Competition page on our apps and/or the Website.

#### **SMS Entry Specific Requirements**

- 9.18 Where a Competition permits SMS Entry, you have a choice of whether to participate by SMS Entry or by Postal Entry, up to the maximum Competition Entry Limit.
- 9.19 In order to participate in a Competition by SMS Entry, you must send an SMS message to a specified number containing a key word/phrase as will be specified on the relevant Competition page on our apps and/or Website.
- 9.20 If the SMS message does not start with the valid keyword/phrase and is not sent to our designated phone number, you will not be entered into the relevant Competition.
- 9.21 When entering a Competition by SMS Entry:
- (a) the cost of entry will be your standard network rates plus an additional amount charged by the Promoter (which will reflect the cost of your entry into that specific Competition) and will be clearly displayed on the relevant Competition page on our apps and/or the Website (however, please be aware that network providers may charge varying standard network rates for sending SMS messages to the Promoter so you should always check with your network provider in advance of making an SMS Entry);
  - (b) you will need a valid UK mobile phone number in order to enter and if we cannot verify your UK mobile phone number, you may not be entered into the relevant Competition;
  - (c) you must have the bill payer's permission to enter using the SMS Entry method and we will not issue refunds for SMS Entries where bill payer's permission was not sought in advance;
  - (d) invalid or unsuccessful entries made by the SMS Entry method may still be charged; and
  - (e) you acknowledge and accept that network providers may limit the number of SMS messages (and therefore SMS Entries) that you are permitted to send to us which is beyond our reasonable control.
- 9.22 If you have successfully entered by SMS Entry, you will receive an automated SMS confirmation from the Promoter.
- 9.23 There is no requirement to have an active BOTB Account at the time your SMS Entry is submitted, however you must have a valid UK phone number that we can verify. If you do have an active BOTB Account, your SMS Entry will be automatically allocated to your BOTB Account. However, if you do not have an active BOTB Account at the time the SMS Entry is processed, you may be required to provide certain personal information to the Promoter to so that we can verify your SMS Entry and create a temporary BOTB Account for the purposes of entering into the Competition.
- 9.24 We reserve the right in our sole discretion to run SMS Entry promotions for any Competition at any time.

#### **Entry Limitations**

- 9.25 The maximum number of Competition entries that can be made by you in a single Competition will be specified on the relevant Competition page on our apps and/or Website ('**Competition Entry Limit**').
- 9.26 Game Credit can be won in, and used to enter, any of our Competitions.

#### **Payments**

- 9.27 You acknowledge and accept that the pricing of Competitions and Tickets is in our discretion and will be specified at the point of sale and/or displayed on the relevant page(s) of our apps and the Website.
- 9.28 When you are ready to purchase your Ticket(s), please provide your contact and payment details. Payment can be made by the payment methods as specified on the relevant page(s) of our apps and the Website. Certain banks may impose banking charges for making transactions in connection with your purchase and such charges may vary by operator and country; please check with your bank for more details.
- 9.29 Once your payment has cleared, we will confirm your entry into the relevant 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.
- 9.30 In the event that the Winner of a Competition requests a cash payment in a currency other than GBP, the amount paid will be converted using the relevant exchange rate applicable at the time of the transaction. Please note that exchange rates are subject to fluctuation, and the final amount received by the Winner in the requested currency may vary. Additionally, any associated conversion or processing fees charged by the payment provider or financial institutions will be deducted from the winnings and will be the responsibility of the recipient.

### **10. PROMOTION PERIODS**

- 10.1 Each Competition will run for a specified period. Please see each relevant Competition on our apps and/or the Website for details of start and end times and dates ('**Promotion Period(s)**').
- 10.2 For any Competition where Postal Entry and/or SMS Entry is permitted, the Promotion Period shall be identical for each method of entry (including for purchased Tickets). To ensure that sufficient time is allowed for postcards, letters and/or SMS messages to be received and processed by us, the actual date of the draw will be no earlier than the second business day following the end of the Promotion Period.

## 11. COMPETITION JUDGEMENT AND DRAW PROCESS

### Spot the Ball Competitions

- 11.1 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(s)**') using their sporting experience in the presence of a qualified lawyer and a representative from the Promoter (the '**Judge's Position**').
- 11.2 Within 48 (forty-eight) 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 becoming 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**'). Each of the next 20 (twenty) entries after the First Prize Winner which are closest to the Judge's Position shall be referred to as '**Potential STB Runner(s)-Up**'.
- 11.3 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**'), then 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, 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:
    - (i) the First Prize Winner will be determined by calculating the Distance of the next closest entry of the Tie Break Entrant in that Competition (excluding the Tie Break Entry) ('**TB1 Entry(ies)**') to the Judge's Position ('**Tie Break 1**'). In the event that a single Tie Break Entrant has more than 1 (one) entry involved in Tie Break 1, then each TB1 Entry thereafter will be considered individually and is eligible to be the next closest entry;
    - (ii) 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;
    - (iii) 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 (five) entries and the second Tie Break Entrant has made a total of 10 (ten) entries, judging will cease after a maximum of 4 (four) rounds of Tie Break 1 because the first Tie Break Entrant has no further TB1 Entries to compare. If a First Prize Winner cannot be determined by using the Tie Break 1 process, such tied entrants ('**TB1 Tie Break Entrants**') will participate in Tie Break 2 (see clause 11.3(b) below for how 'Tie Break 2' is defined);
  - (b) **Tie Break Scenario 2** – in the event that 1 (one) or more of the Tie Break Entrants has only made 1 (one) entry to the Competition or in the event that Tie Break 1 results in a tie break:
    - (i) 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 which will be judged in accordance with new Judge's Position (the '**Tie Break 2**');;
    - (ii) 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 1 (one) entry involved in Tie Break 2, each entry will be eligible as a separate Tie Break 2 entry;
    - (iii) If the Promoter is unable to contact 1 (one) or more of the Tie Break Entrants or the TB1 Tie Break Entrants (as relevant) for Tie Break 2 within 3 (three) calendar days (which may be extended in our sole discretion) 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).
  - (c) All Tie Break Entrants, including those that we were unable to contact, will be automatically allocated a tie break prize in accordance with clause 13.1(g).

### Other Competitions

- 11.4 The winning entrant for any Competition other than a Spot the Ball Competition shall be drawn by an independent promotional verification service (such as PromoVeritas or similar), using its certified random number generator software. Following the end of the respective Promotion Period, all eligible entries received by the Promoter during the Promotion Period will be reviewed and entered into a random draw to select the winning entrant' and any other prize winner(s) if applicable. In the case of Skill-based Competitions, only entrants that have answered the relevant question correctly will be entered into the draw.

## **Notification of Winners**

- 11.5 The First Prize Winner, the STB Runner-Up (see clause 11.7(a) below for how 'STB Runner-Up' is defined), the Tie Break Entrants, Game Credit Winners, any Competition Winner(s), and Instant Win winners are collectively referred to as '**Potential Winner(s)**' and once a Potential Winner has been confirmed and verified as a winner, the Potential Winner will be regarded as a '**Winner**' for the purposes of the Terms and Conditions.
- 11.6 We will make reasonable attempts to contact Potential Winner(s) using the telephone numbers and/or 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, the entrant records their details incorrectly, we will not be held responsible. Entrants must carefully check their contact details have been stored correctly.
- 11.7 If, for any reason: (i) we are unable to contact a Potential Winner within 5 (five) calendar days (which may be extended in our sole discretion) of the end of a Competition; (ii) the Potential Winner fails to confirm acceptance of the prize within 30 (thirty) calendar days as of the date on which we are able to successfully contact them; (iii) the Potential Winner is disqualified as a result of contravening any of the Terms and Conditions, or (iv) the Potential Winner fails to complete or provide any outstanding information required as part of the account registration process within 10 (ten) calendar days from the date on which we first contact them to notify they are a Potential Winner (which may be extended in our sole discretion), then the Potential Winner will be deemed to have forfeited the prize, and it will be awarded to:
- (a) in a Spot the Ball Competition, the Potential STB Runner-Up with the next closest coordinates to the Judge's Position shall be referred to as the '**STB Runner-Up**'. In the event that a tie break is required to determine which Potential STB Runner-Up has the next closest coordinates, the outcome to determine the STB Runner-Up will be decided in accordance with the tie break provisions provided in clause 11.3; and
  - (b) for any Competition which is determined by a draw using an independent promotional verification service, a certified random number generator will select a list of 75 (seventy-five) entrants, and the first eligible entrant drawn on the list will be regarded as the new Potential Winner. In the event that any of the circumstances (i) – (iii) detailed above in this clause 11.7 applies to the new Potential Winner, then that new Potential Winner will be deemed to have forfeited the prize and it will be awarded to the next eligible entrant drawn on the list. The process provided in this clause 11.7(b) shall continue until a Winner is eventually selected.

For the avoidance of doubt, we shall incur no liability towards Potential Winner(s) once the prize has been deemed forfeited by such Potential Winner(s).

- 11.8 We reserve the right in our 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 our reasonable control which corrupts or affects the administration, security, fairness, integrity or proper conduct of the Competition. We may, in our sole discretion, cancel, terminate, modify or suspend a Competition, or invalidate any affected entries, provided that we will try to provide prior notice to you, where possible. In the event that we close a Competition early, the Potential Winner may be selected from all valid and eligible entries that we receive prior to the date of closure, except that we reserve the right, in our sole discretion, to close a Competition early without selecting a Potential Winner. In the event that a Competition is closed without selecting a Potential Winner, we will give all entrants Game Credit to enable them to replay equivalent entries in a subsequent Competition.

## **12. WINNER'S DETAILS**

- 12.1 For certain Competitions, Potential Winners may be required to provide documentary evidence for us to verify their identity, age and/or eligibility to participate in the relevant Competition before any prize will be paid or delivered. Any failure to meet these obligations may result in the Potential Winner being disqualified and the Promoter choosing an alternative Winner.
- 12.2 All Potential Winners may be required to provide photographic evidence to assist the Promoter to identify them as a Winner.
- 12.3 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 the available prizes (as detailed in the Competition prize information on our apps and/or the Website) through their BOTB Account.
- 12.4 In your BOTB Account, you have the option to add the contact details of another person who we can contact to help arrange a surprise notification and/or delivery of the prize to you if you are a Winner. We will 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 other person to pass these details to the Promoter.

## **13. COMPETITION PRIZES**

### **Spot the Ball Competitions**

- 13.1 Spot the Ball Competitions include prizes comprised of many different physical prizes and/or cash amounts. However, for the avoidance of doubt, where multiple different prizes are advertised in connection with a Spot the Ball Competition, **only 1 (one) principal prize will be awarded for each Spot the Ball Competition ('Spot the Ball First Prize')** except as otherwise specifically stated on our apps and the Website. Spot the Ball prizes may also be awarded in the form of Game Credit (see clause 13.1(e) below). Please also note the following:
- (a) During the course of a Spot the Ball Competition, if, due to circumstances beyond our reasonable control, we are unable to

provide the stated Spot the Ball First Prize, we reserve the right to award a substitute prize of equal or greater value.

- (b) Winners are solely responsible for any and all applicable taxes, fees and expenses related to acceptance, ownership and use of a Spot the Ball First Prize, except where BOTB has explicitly stated it will cover any specific costs.
- (c) For the avoidance of doubt, the maximum value that we will be liable to pay for or towards any Spot the Ball First Prize is the UK RRP (or local currency equivalent) of the Spot the Ball First Prize as advertised on our apps and/or the Website. For physical prizes, we will only transact with manufacturer-recommended principal dealers.
- (d) Winners of the Spot the Ball First Prize will not win Game Credit for any entries made in the Competition in which they have won.
- (e) **Game Credit Prizes:** Additional Spot the Ball Competition prizes may be won in the form of Game Credit for each Ticket that is close to the Judge's Position (excluding the Winner of the Spot the Ball First Prize) based on the relevant 'Zone' where the prediction is made. Game Credit is won in proportion to the basket value of each ticket, before any Game Credit is deducted, as follows:
  - (i) Tickets in Zone 1 are awarded at 100% of the Ticket price paid;
  - (ii) Tickets in Zone 2 are awarded at 50% of the Ticket price paid;
  - (iii) Tickets in Zone 3 are awarded at 15% of the Ticket price paid;
  - (iv) Tickets in Zone 4 are awarded at 10% of the Ticket price paid; and
  - (v) Tickets in Zone 5 are awarded at 5% of the Ticket price paid.

Game Credit may be used to purchase any Tickets. Game Credit has an expiry date which is shown in the Game Credit section of your BOTB Account and which is set in our sole discretion.

- (f) **Prize Extensions - Cash and Fuel Prizes:** You may select the option to add up to £50,000 cash and fuel for 1 (one) year to your Tickets in the Spot the Ball 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).
- (g) **Tie Break Entrants:** For the avoidance of doubt, the Spot the Ball First Prize won by the First Prize Winner will be the prize attributed to the Ticket that was equidistant from the Judge's Position and not any prize attributed to subsequent entries (which may or may not be used to establish the First Prize Winner). Conversely, in the event that a single entrant has more than 1 (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 Spot the Ball First Prize will be awarded as follows: the prize that they will receive will be any prize 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 clause 13.11) of their entries involved in the Tie Break. Anyone involved in a Tie Break, except the First Prize Winner, will automatically win £1,000 cash.

### **Other Competitions**

- 13.2 Except as expressly stated herein, the provisions of this clause 13.2 shall apply to prizes allocated in any Competition other than Spot the Ball Competitions (which are governed by the provisions of clause 13.1). All Competitions may include prizes from different categories, including cars, cash amounts, watches, motorcycles and other prizes. However, for the avoidance of doubt, where multiple different prizes are advertised in connection with a Competition, only 1 **(one) principal prize will be awarded for each Competition ('Competition First Prize')** except as otherwise specifically stated on our apps and the Website. Please also note the following:

- (a) Game Credit may be redeemed against Tickets.
- (b) In respect of Competitions where you are required to pre-select a Competition First Prize but you have not done so by the end of the Promotion Period, you will be disqualified and your entry(ies) will not participate in the draw.
- (c) Winners are solely responsible for any and all applicable taxes, fees and expenses related to acceptance, ownership and use of a Competition First Prize, except where BOTB has explicitly stated it will cover any specific costs.
- (d) For the avoidance of doubt, the maximum value that we will be liable to pay for or towards any Competition First Prize is the UK RRP of the Competition First Prize as advertised on our apps and/or the Website. We will only transact with manufacturer-recommended principal dealers.
- (e) During the course of a Competition, if, due to circumstances beyond our reasonable control, we are unable to provide the stated Competition First Prize, we reserve the right to award the prize in cash in the amount representing 100% of the UK RRP equivalent value of the Competition First Prize which otherwise would have been awarded to the Winner (rounded to the nearest £1,000) as displayed on our apps and/or the Website.

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

- 13.4 All prizes are subject to the Terms and Conditions of the prize provider, manufacturer or supplier.

- 13.5 Each 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 any vouchers or offers of the Promoter or other prize suppliers.



### **Car Category Prizes**

- 13.6 If a Winner elects to be awarded a car for a Spot the Ball First Prize or Competition First Prize, an order will be placed by the Promoter. Cars may be new or second hand, which will be made clear on the relevant Competition page on our apps and/or the Website. Please note that if the Winner elects to be awarded a car, delivery may take up to (or even exceed) 12 (twelve) months for certain cars and cars will be ordered in basic specification. All cars will ordinarily be ordered and purchased by the Promoter from UK dealers and will be right handed drive. Bespoke options and upgrades can be added at the Winner's request but must be paid for by the Winner in advance of any order being placed by the Promoter.
- 13.7 All cars shall be delivered to a UK address and are not permitted to be exported outside the UK. If the Winner is not located in the UK at the time of winning the relevant Competition, then it is their responsibility to either provide a UK address for the car to be delivered to or elect to receive the Cash Alternative (see clause 13.11 below for how 'Cash Alternative' is defined).
- 13.8 We will contribute towards the cost of insurance and cover the cost of the first service for new cars only for the first 12 (twelve) months from the date that the car is delivered to you. The Winner shall be required to submit invoices for servicing and insurance to the Promoter as a condition precedent to any reimbursement or credit of such expenses. All servicing and insurance costs must be obtained at fair market value. The limits on the amounts that the Promoter will contribute towards insurance are as follows: (i) the Winner of a new car won with UK RRP up to £70,000 will receive a maximum of £1,000 towards insurance; (ii) the Winner of a new car won with UK RRP £70,001 – £125,000 will receive a maximum of £1,250 towards insurance; and (iii) the Winner of a new car won with UK RRP £125,000+ will receive a maximum of £1,500 towards insurance. It is the Winner's responsibility to organise and pay for their own insurance directly and the insurance policy must be in the name of the Winner only (with no other named drivers). Servicing must be undertaken by a main dealer and be subject to normal road use only. Valid invoices for servicing and insurance must be supplied to the Promoter before any money is reimbursed. The Winner must retain ownership of the vehicle for the entire twelve (12) month period from the date of delivery. In the event that the Winner sells/transfers ownership of the vehicle during this time, no further payments towards the first service or insurance will be made by the Promoter.
- 13.9 In the case of second hand cars or other vehicles, no complimentary insurance or servicing amounts are included, the Promoter will not make any contributions towards such costs, and it is the Winner's responsibility to ensure that valid insurance is in place and all such amounts are duly paid prior to driving the car on a public road.
- 13.10 In all cases, Winners are responsible for ensuring that road tax is duly paid in relation to any car or other vehicle won by them.

### **Cash Alternatives**

- 13.11 In the event that a Winner does not accept a designated prize and/or delivery of a designated prize in the UK (including cars or other items listed, but excluding actual cash prizes), an alternative prize in the form of a cash payment (**'Cash Alternative'**) is the only prize that can be claimed. Unless otherwise provided in the Competition Rules, the Cash Alternative shall represent 70% of the UK RRP equivalent value of the prize which otherwise would have been awarded to the Winner (rounded to the nearest £1,000) as displayed on our apps and/or the Website, and in the case of the Winner of a Spot the Ball Competition, an additional cash amount (included as a prize extension in accordance with clause 13.1(f)) may be awarded on top of the Cash Alternative.

### **Instant Win Prizes**

- 13.12 Fulfilment of Instant Win prizes (see clause 15.1 for how 'Instant Win' is defined):
- (a) **Car Prizes:** Instant Win car prizes are as specified on the 'Car Prize Details' section of the relevant Competition page on our apps and/or Website. We will ensure that each car won is HPI checked and comes with a valid MOT. We have no responsibility and shall incur no liability for the Instant Win car prize once it has been collected by or delivered to the Winner. A Cash Alternative as specified on the relevant Competition page on our apps and/or Website is available for each Instant Win car prize listed. In the event that a specified Instant Win car prize becomes unavailable, we will use reasonable efforts to secure a suitable alternative model within the Promotion Period according to the prize details as published on the relevant Competition page. In the event that we are unable to secure a suitable alternative within 30 (thirty) calendar days of the end of the Promotion Period, the Winner may choose to take a cash value, amounting to 30% more than the Cash Alternative specified. Instant Win car prizes shall be delivered to the UK and are not permitted to be exported outside the UK. If the Winner is not located in the UK at the time of winning the Instant Win Prize, then it is their responsibility to either provide a UK address for the car to be delivered to, or elect to receive the Cash Alternative (see clause 13.11 for how 'Cash Alternative' is defined).
  - (b) **Cash Prizes:** Instant Win cash prizes will be transferred to Winners with UK bank accounts within 21 (twenty-one) calendar days of receipt of the Winner's bank details. Winners of Cash Prizes of £100 or less who reside outside the UK will be awarded twice the equivalent amount in Game Credit. We can only guarantee the transfer of bank payments to Winners whose permanent country of residency is the UK. We will use reasonable efforts to make payments to Winners whose permanent country of residence is outside the UK, but we reserve the right to grant an equivalent amount of the Instant Win Cash Prize in Game Credit in the event this is not possible. For the avoidance of doubt, all Instant Win cash prizes will be paid in the same currency as the initial order / Ticket was purchased in.
  - (c) **Physical Prizes:** Instant Win physical prizes (for example, iPhones and holidays, but excluding cars) will be sourced by the Promoter and fulfilled within 21 (twenty-one) calendar days of receipt of the Winner's shipping details, subject to prize availability. A Cash Alternative as specified on the relevant Competition page on our apps and/or Website is available for each Instant Win physical prize listed. Instant Win physical prizes will only be shipped to UK addresses. Non-UK resident Winners will instead be awarded the Cash Alternative for physical prizes >£100, or twice the equivalent RRP amount in Game Credit for prizes £100 or less.

#### 14. PERKS FOR PLAYING

- 14.1 We operate a 'Perks for Playing' scheme to reward applicable Competition entrants for both their loyalty and their skill. We may make certain promotional offers in our sole discretion, which will be made clear on the relevant Perks for Playing page on our apps and/or the Website.

#### 15. INSTANT WINS

- 15.1 In addition to the prizes awarded in any of the Competitions, we may, in our sole discretion, supplement any prizes awarded in any such Competition with '**Instant Win**' prizes. The number and value of potential Instant Win prizes may vary during the course of a Competition. The opportunity to participate in an Instant Win prize draw will only be available for a specific period whilst a Competition is open ('**Instant Win Promotion Period**') and the Instant Win Promotion Period may not be active for the entire period that the Competition is open. Instant Win prizes will only be available for entries that the Promoter has received during the Instant Win Promotion Period.
- 15.2 **Eligibility and Participation:** 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 Tickets and/or Postal Entries and/or SMS Entries in qualifying Competitions. For the avoidance of doubt, paid Tickets 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.
- 15.3 **Draw of Instant Win prizes:** For Competitions in which Instant Win prizes are available and promoted, Winners will be selected separately from the principal Competition Winner(s) after the confirmed purchase of the Ticket and/or entry into the Competition. The draw will be made using random number generator software (from PromoVeritas or similar) and the Winner will be drawn from all qualifying entries into the principal Competition. Alternatively, Instant Win prizes may be drawn as follows:
- (a) Winning entries will be randomly selected before the Competition goes live and cannot be changed ('**Pre-assigned Winning Entries**'); and
  - (b) Once an Instant Win Ticket has been purchased and/or entry has been made, a number for each successful entry is generated randomly which will then be referenced against the Pre-assigned Winning Ticket numbers, to determine whether it is eligible for an Instant Win prize(s).
- 15.4 **Game Credit Prizes:** Instant Win Game Credit prizes will be added to the Winner's BOTB Accounts within 24 (twenty-four) hours of the prize being won. Instant Win Game Credit expires 72 (seventy-two) hours after being added to a Winner's BOTB Account.
- 15.5 Instant Win prizes will not be awarded for any Competition which closes on a non-business day, provided, however, that all valid entries into that Competition will still be entered into the relevant prize draw (if applicable).

#### 16. REFER A FRIEND

- 16.1 We may offer a 'Refer a Friend' scheme in our sole discretion, which would reward customers for referring genuine friends and acquaintances as new customers to the Promoter. The terms and conditions for any such 'Refer a Friend' scheme and any promotional offers that we may make available in connection with the scheme will be made clear on the relevant 'Refer a Friend' page on our apps and/or the Website.

#### 17. STORAGE AND DELIVERY

- 17.1 We can store the chosen prize free of charge for 30 (thirty) calendar days after notifying the Winner, at the end of which time we will attempt to deliver the prize to the Winner. If the Winner fails to accept the delivery of the prize(s) for whatever reason, the Winner will not be entitled to receive the prize, any alternative prize, or any other compensation from us of any kind.
- 17.2 Where a prize is not capable of being shipped or delivered via standard courier services (including, but not limited to, items such as an iPhone), the winner shall be solely responsible for making any necessary arrangements for the collection or delivery of such prize. All costs and expenses incurred in connection with such collection or delivery shall be borne by the Winner.

#### 18. PUBLICITY

- 18.1 Winners may 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.
- 18.2 We may publish certain of your information for transparency reasons to indicate that a valid prize was awarded for each of our Competitions – for example, we may publish your name, country of residency, and photograph on the 'Winners' section of our apps and/or the Website. If you do not want this information to be made publicly available, then you should notify us in writing (however, you acknowledge and accept that even where you provide such notice, we may still have to provide your personal information to third parties including regulatory authorities (including the Advertising Standards Authority) and/or law enforcement agencies upon request).

#### 19. YOUR BREACH OF THE TERMS AND CONDITIONS

- 19.1 To the fullest extent permitted by applicable law, you agree to compensate the Promoter and our officers, directors, employees, agents, and suppliers for any reasonable losses, liabilities, damages, costs, expenses or similar that are sustained or incurred by us arising out of your breach of the Terms and Conditions. We may elect to have control of the defense or settlement, which shall be exercised in our reasonable discretion, against any third-party claim, demand, action, or proceeding arising out of your use of the

Services.

## **20. DISCLAIMERS AND LIMITATIONS OF LIABILITY**

- 20.1 Nothing in the Terms and Conditions shall exclude or limit our liability for: (i) death or personal injury resulting from our negligence; (ii) fraud or fraudulent misrepresentation; or (iii) any other liability that cannot be excluded or limited as a matter of applicable law.
- 20.2 If we fail to comply with the Terms and Conditions, we shall be liable for any loss or damage which is a reasonably foreseeable consequence of our breach of the Terms and Conditions or our negligence (for example, losses which would be an obvious result of our breach, or damages which were contemplated by both you and us at the time of you entering a Competition), but we shall incur no liability to you for any loss or damage which is not reasonably foreseeable.
- 20.3 Save as set out in clause 20.1, our maximum liability to you in relation to any one incident or a connected series of incidents, whether for breach of contract, tort (including negligence), or otherwise, will be limited as follows:
- (a) where our liability relates to your participation in a Competition and you have won a prize, it will be limited to the cash value of the prize;
  - (b) where our liability arises from the loss or deletion of your entry, or a failure to process your entry, then your sole remedy shall be a replacement entry into another Competition;
  - (c) where our liability arises from a technical issue, fault, or other system-related failure which prevents your entry from being successfully registered or processed in a Competition, your sole remedy shall be limited to a refund or Game Credit equal to the value of the affected entry.
  - (d) in all other circumstances, £100 (one hundred pounds).
- 20.4 To the fullest extent permitted by applicable law and without prejudice to your statutory rights, we will not be liable for any loss or damage suffered or sustained by you or any other person as a result of:
- (a) any use by you of the Services in breach of the Terms and Conditions;
  - (b) the abuse of the Services by other users;
  - (c) any delay in the supply of any goods to the Winner(s);
  - (d) the cancellation or claw-back by us of any prize in accordance with the Terms and Conditions;
  - (e) any computer, telephone, cable, network, electronic, system, hardware, software or internet malfunctions, failures, bugs, viruses, errors, availability issues, or any deviation from the expected functioning of the Services for whatever reason (unless as a result of our failure to use reasonable skill and care);
  - (f) any events, acts, omissions, accidents or delays in performance of our obligations which are beyond our reasonable control, including: (i) in connection with the acts, omissions, defaults, breaches, inactions, systems or software failures of any third party providers who assist in providing the Services; (ii) your or any other person's use or misuse of the Services (including our apps and/or the Website and your BOTB Account); (iii) any failures caused by the equipment or hardware that you use to access the Services; (iv) any failed, partial or garbled computer transmissions; (v) unauthorized access to, or alteration of, your transmissions or data; or (vi) war, terrorist activity, riots, malicious damage, fire, flood, storm, nuclear accident or compliance with any new law or governmental order, rule, regulation or direction; or
  - (g) any damage to your equipment or hardware or loss or corruption of data that results from your use of the Services (including our apps and/or the Website), except that where any defective digital content that we supply to you damages any of your equipment or hardware which is caused by our failure to use reasonable skill and care, we will either repair the damage or pay you compensation (as determined in our sole discretion).
- 20.5 We reserve the right in our 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, software error, bugs, tampering, unauthorised intervention, fraud, technical failures or any cause beyond our reasonable control which corrupts or affects the administration, security, fairness, integrity or proper conduct of the Competition. We may in our sole discretion cancel, terminate, modify or suspend a Competition, or invalidate any affected entries. In the event that we close a Competition early, the Winner may be selected from all valid and eligible entries that we receive prior to the date of closure, except that we reserve the right, in our sole discretion, to close a Competition early without selecting a Winner. In the event that a Competition is closed without selecting a Winner, we will give all entrants Game Credit to enable them to replay equivalent entries in a subsequent Competition.
- 20.6 For the avoidance of doubt, only the entry coordinates for Spot the Ball Competitions and/or order details recorded in our systems, howsoever displayed or calculated, shall be entered into the relevant Competition and we shall not be held liable for any Competition entries that occur as a result of malfunctioning software or other event. Competition coordinates and/or entries may be checked at any time by accessing your BOTB Account.
- 20.7 We do not exclude or limit our liability to you in any way where it would be unlawful to do so.

## **21. YOUR PERSONAL DATA**

- 21.1 **Any personal data that you supply to us or authorise us to obtain from a third party (for example, a credit card company) will be used by us to administer the Competition and fulfil prizes where applicable. We will only use your personal information in accordance with our Privacy Policy and Cookie Policy.**

## 22. COMPLAINTS / DISPUTES

- 22.1 If you have a complaint about any aspect of our Services, we will endeavour to address your complaint promptly and in accordance with our Complaints Policy on our apps and our Website (which is available [here](#)).

## 23. CONTACT US

- 23.1 If you need to contact us in respect of any aspect of the Services, you can:
- (a) email us at: [info@botb.com](mailto:info@botb.com);
  - (b) call us on: +44 207 371 8866; or
  - (c) write to us at: Best of the Best, 2 Plato Place, 72-74 St Dionis Road London SW6 4TU.
- 23.2 A list of Winners and their respective hometown details will be available for entrants to access for 1 (one) month after the end of each Competition by sending an email to the address in clause 23.1.

## 24. OTHER LEGAL TERMS

- (a) **Governing Law.** The Terms and Conditions and all matters relating to the provision of the Services by us will be governed by, and will be interpreted in accordance with, English law.
- (b) **Jurisdiction.** Any disputes arising in connection with the Terms and Conditions and all matters relating to the provision of the Services by us will be subject to the exclusive jurisdiction of the courts of England and Wales.
- (c) **Relationship of the Parties.** You acknowledge and accept that no partnership, joint venture, agency, fiduciary or employment relationship exists between you and us because of your use of the Services or any provision contained in the Terms and Conditions.
- (d) **Notices.** All notices required by you pursuant to the Terms and Conditions shall be in writing and sent to the address provided in clause 23.1(c).
- (e) **Assignment.** We may assign our rights and obligations under the Terms and Conditions to any person, in whole or in part, with or without notice to you, whereas you may not assign your rights and obligations under the Terms and Conditions and any attempt to do so will be null and void.
- (f) **Third Parties.** The Terms and Conditions are not intended to give any rights to any person except you and us, provided that this clause 24(f) does not affect our rights under clause 24(e).
- (g) **Interpretation.** The section titles in the Terms and Conditions are for convenience only and have no legal or contractual effect. Use of the word "including" will be interpreted to mean "including without limitation."
- (h) **Severability.** If any provision of the Terms and Conditions is found to be unenforceable or unlawful by any court or regulator for any reason, then such provision shall have no impact whatsoever on the other provisions of the Terms and Conditions which shall continue in full force and effect, and the unenforceable or unlawful provision will be interpreted so as to preserve the intentions of the Terms and Conditions to the fullest extent possible in compliance with applicable law.
- (i) **No Waiver.** Our failure to exercise or enforce any right or provision of the Terms and Conditions shall not be construed or operate as a waiver of such right or provision, nor shall it affect our ability to enforce such right or provision in the future.
- (j) **Entire Agreement.** The Terms and Conditions (and any other documents, rules or policies incorporated by reference) reflect the entire agreement between you and us relating to the Services and supersede all prior agreements, representations, statements and understandings of you and us.