

## **Full Terms and Conditions:**

### Definitions:

**Closing date:** 23.59 GMT on 25<sup>th</sup> May 2019 or when the maximum number of entries have been received (whichever comes sooner).

**Competition:** The competition operated by the Promoter to which these Terms and Conditions apply, wherein the Entrants submit entries via the website:  
[www.winfreddibnahsformerhome.online](http://www.winfreddibnahsformerhome.online)

**Spot the ball:** The spot the ball game which the Entrant must play using skill and judgement to obtain an opportunity to purchase an Entry correctly (in substantial accordance to the complete answers held by the Promoter) in order to be included in the competition draw to select a winner.

**Entrant:** Any resident of the United Kingdom aged 18 years old or over (excluding anyone that is professionally connected with the administration of the promotion, or their immediate families (defined as parents, children, siblings, spouse and life partners)), who enters the Competition through the Website to win the Prize in accordance with these Terms and Conditions.

**Entry fee:** The cost of a single entry to the competition of £10.00 (including £0.25p for booking fee).

**Maximum number of paid entries (maximum threshold):** 24000.

**Minimum number of paid entries (minimum threshold):** 22000.

**Opening date:** 00.01 BST on 25<sup>th</sup> August 2018.

**Prize:** The freehold ownership of the former home of Fred Dibnah, a Grade II listed detached house at 121 Radcliffe Road, Bolton, BL2 1NU. The prize includes any Stamp Duty Land Tax costs, solicitors' conveyancing fees, it does not include furnishings, the property will be unfurnished. In the event that the minimum threshold is not met by the Closing date, the prize will be 70% of the funds raised from all ticket sales, the remaining 30% of the funds raised from tickets sales will be used to pay for marketing and administrative costs.

**Promoter:** Leon & Jeanette Powsney (Partnership) t/a The Fred Dibnah Heritage Centre, 121 Radcliffe Road Bolton, BL2 1NU.

**Valuation:** The Prize property is valued at approximately £450,000 according to an independent valuation.

**Website:** Refers to the website, [www.winfreddibnahsformerhome.online](http://www.winfreddibnahsformerhome.online) operated by the Promoter in relation to the competition.

### General

1. By entering the Competition via the Website, Entrants are deemed to have read and accepted these Terms and Conditions and agree to be bound by them. Upon entering the Competition, all Entrants must submit their full name, contact telephone number and email address (the winner will be asked for their address details), which will be used for the following purposes:
  - a) To notify the Prize winner that they have won a prize; and
  - b) To post the name and county of residence of the winner on the Website.
  
2. All Entrants are solely and completely responsible for providing the Promoter with accurate and current contact details. Entrants may request that the Promoter modifies or updates supplied contact information during the course of the Competition by writing to the Promoter at the address listed above.
  
3. All Competition entries must be received no later than the Closing date. Entries after the Closing date are automatically disqualified.
  
4. The Promoter will be in no way liable for any failure or inability to make contact with any Entrant due to any errors, omissions or inaccuracies in the contact details provided by the Entrants or otherwise.
  
5. The Entrants and the Promoter recognise that the Promoter may use their contact details and other data including personal data supplied by the Entrants to the Promoter to administer the Website and conduct the Competition according to these Terms and Conditions. Personal details will at all times be kept in accordance with the Data Protection Act 1998. This information will only be used for the administration of this Promotion and in accordance with the Promoter's Privacy Policy which may be found by visiting: [www.winfreddibnagsformerhome.online](http://www.winfreddibnagsformerhome.online) Where an entrant passes their payment details to First Data, this information will only be used for the administration of this Promotion and in accordance with First Data's Privacy Policy which may be found by visiting: [https://www.firstdata.com/en\\_gb/privacy.html](https://www.firstdata.com/en_gb/privacy.html).
  
6. The Competition is operated by the Promoter.
  
7. The Competition is only open to the United Kingdom aged 18 years old or over, excluding the Promoter, agents, professional advisors, and their immediate families (defined as parents, children, siblings, spouse and life partners), or anyone else professionally connected with the promotion. The Promoter will not be liable in any way if an Entrant enters the Competition unlawfully.

8. By entering into the Competition, all Entrants and confirm that they are eligible to enter into the Competition and to claim any prize. The Entrants and the Promoter recognise that the Promoter may require proof of an Entrant's eligibility.
9. By entering into the Competition, all Entrants acknowledge that their payment of £10.00 (including £0.25p for booking fee) (GBP) per entry to play the spot the ball game, and thereby enter the Competition, does not guarantee in any way that they will win the Prize. Payments for tickets will only be accepted in pounds sterling.
10. The Promoter does not in any way guarantee the value of the Prize due to fluctuations in the housing market.
11. The Entrants and the Promoter recognise that the Competition, its administration and all associated activities are governed by English Law and shall be the exclusive jurisdiction of the courts of England and Wales.
12. There is no limit to the number of entries that any one person can make via the Website.
13. Entries into the Competition are final and there shall be no refunds of Entry fees for any reason, with the exception of submissions after the close date or in the event that the Competition is cancelled. If entrants suspect that their bank account details were used fraudulently to purchase tickets, they must notify the Promoter within 24 hours of the tickets being purchased and no later than the Closing date by sending an email to:  
support@winfreddibnahsformerhome.online

### The Prize

14. The Prize will be transferred by the Promoter to the Winner of the Competition free from all mortgages, charges and other encumbrances, at the Promoter's expense and including all fees, charges and taxes as stated and registered at HM Land Registry in the winner's name.

15. All future bills associated with the property become the sole responsibility of the winner. Entrants must ensure that they are able to make these payments before entering this Competition.
16. For the avoidance of doubt, the Prize is non-negotiable and non-transferable.
17. The winners is responsible for any taxes or expenses not expressly included in the Prize.

### The Competition

18. The process to determine the Prize winner will begin the day after the closing date and a final decision will be made within 14 days of that date.
19. The price of entering the Competition is £10.00 (including £0.25p for booking fee) per entry and is payable via third party First Data.
20. Entrants recognises that they must exercise skill and judgement to play the Spot the ball game.
21. When completing their entry, Entrants will be required to provide their name, contact telephone number and email address to the Promoter. Once the Entry is submitted, the Entrant's card payment will be electronically approved by First Data.
22. The winner will be selected from all valid entries that have used their skill and judgement to play the Spot the ball game correctly in a random draw conducted, for your total confidence, by PromoVeritas, the independent promotional verification service.
23. When the Maximum number of entries or the Closing date is reached, the Competition will close. If the Minimum number of entries is not met once the Closing date is reached, the Prize winner will receive the value of ticket sales sold less a deduction of 30% for administrative and marketing expenses.
24. The winner will be informed directly via the email address and/or telephone number provided on entry within 7 working days of winner selection. Only the

winner will be notified. The winner will be required to respond within 28 days of initial contact, to confirm eligibility and acceptance of the Prize. If a winner does not respond within 28 days of initial contact, the Promoter reserves the right to disqualify the winner. If a winner is disqualified, the Promoter reserves the right to award the Prize to an alternative winner selected in the same manner.

25. The Promoter accepts no liability or responsibility if a winner is not able to claim or does not accept a Prize for any reason.
26. In the event that the Maximum number of entries is reached, the Promoter will donate 50% of the amount raised between the Minimum number of entries and the Maximum number of entries to the winner's charity of choice. The Promoter will retain the remaining amount raised for marketing and administrative costs and an additional deduction for all relevant taxes.

#### Other issues

27. All entry fees will be maintained in a separate bank account by First Data, Janus House, Endeavour Drive, Basildon, Essex, SS14 3WF until the winner(s) of the competition have been determined and the money will be transferred directly to the solicitor engaged in the conveyancing of the property, who will be handling the transfer of the prize to the winner of the Competition.
28. The Prize is currently subject to a minor boundary issue, between the Promoter and a third party. The Promoter accepts the full responsibility for resolving the issue, before and/or after the close of the Competition.
29. The winner of the Competition agrees to allow the Promoter to use their name and county of residence to announce the winner and runners up of the Competition.
30. The full names and counties of the winner will be available on the Website within 7 working days of winner selection for 4 weeks.
31. The Promoter makes no representation or warranty as to the Valuation or the Prize, relating to its structural or cosmetic condition or its ability to be sold. Entrants should make and rely on their own enquiries and legal advice about the Prize before entering the Competition. The Promoter is not responsible or

liable in any way for the Valuation and makes no representation or warranty in respect of its accuracy.

32. The Promoter will not be liable for any loss suffered by an Entrant as a result of incomplete entries or failed computer communications or for any loss suffered as a result of use of the Website.
33. This Promotion is in no way sponsored, endorsed or administered by First Data.
34. All entries must be made directly by the person entering the Promotion and may not be made jointly or on behalf of another individual. Bulk entries from trade, consumer groups or third parties will not be accepted. Incomplete or illegible entries and entries which do not satisfy the requirements of these Terms and Conditions in full will be disqualified and will not be counted. The Promoter accepts no liability for illegible, incomplete or late entries.
35. If for any reason any aspect of this Promotion 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 this Promotion, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion, or invalidate any affected entries. If the Competition is cancelled First Data will return all entry fees to each entrant (and as a combined payment where multiple entries have been purchased by an Entrant). Where an entry fee is returned, the Promoter will owe no further liability to Entrant.
36. An entry shall be declared void (without any refund being given) if the entrant engages in:
  - a) Any form of fraud (actual or apparent);
  - b) Fraudulent misrepresentation;
  - c) Fraudulent concealment;
  - d) Hacking or interference with the proper functioning of the website;
  - e) Amending, or unauthorised use, of any of the code that constitutes the Website.

37. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense or damage which is suffered or sustained (whether or not arising from any person's negligence) in connection with this Promotion or accepting or using the prize, except for any liability which cannot be excluded by law (including personal injury, death and fraud) in which case that liability is limited to the minimum allowable by law.
38. If any provisions of these Terms and Conditions are judged to be invalid, illegal or unenforceable, this shall not affect or impact the continuation in full force and affect the remainder of the provisions.
39. Each entrant should retain a copy of these Terms and Conditions for their future reference.

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