

TERMS AND CONDITIONS – Latitude ticket and cycle pass giveaway.

1. introduction

1. This Prize Draw (as defined below) is operated by Festival Republic, company number 02948536, whose registered office is 2nd floor Regent Arcade House, 19-25 Argyll Street, London W1F 7TS ("Our", "Us" and "We").
2. The following are the terms and conditions ("Terms and Conditions") for a free prize draw to win two free Standard Weekend tickets to Latitude Festival and two free cycling passes as part of Tour de Latitude ("Prize Draw"). The Prize Draw is run through the Latitude Official Facebook Page (<http://www.facebook.com/LatitudeFestival>) ("Website"). These Terms and Conditions are in addition to the terms and conditions of the Website (available here <http://www.festivalrepublic.com/terms/>) which govern your use of the Website and Our privacy policy (available here (<http://www.festivalrepublic.com/privacy/>) ("Privacy Policy") which governs how We may use the data We collect from you. [NB: please check this process is correct]
3. Please read these Terms and Conditions carefully. These Terms and Conditions set out who can enter the Prize Draw, how the Prize Draw will be run and the circumstances in which We may withhold all or part of the Prize and/or disqualify you. By submitting an entry for the Prize Draw, you agree to be bound by these Terms and Conditions and agree that if you win, you will grant to Us the right to use your name and/or image in Our publicity as set out below.
4. We reserve the right to cancel or amend these Terms and Conditions and/or the Prize Draw at any time without prior notice to the extent that it is reasonably necessary. When you enter the Prize Draw you are deemed to accept the Terms and Conditions at the date you enter. Any amendments to these Terms and Conditions will be posted on the Website.
5. We reserve the right to disqualify you if We have reasonable grounds to believe that you have breached any of these Terms and Conditions.
6. The Prize Draw is in no way sponsored, endorsed or administered by, or associated with Facebook and if you enter the Prize Draw, You release Facebook from any and all liabilities in connection therewith.

2. eLigibility

1. To enter the Prize Draw you must:
 - a. be resident in the United Kingdom;
 - b. be able to comply with all the Terms and Conditions; and
 - c. be at least 16 years old.

You must not be an employee, agent or a director of, or a member of the family of an employee, agent or director of:

- (a) Us or any of Our associated companies or subsidiaries; or
- (b) any advertising agency or web company connected with Us.

2. You can only enter this Prize Draw once. No third party entries, bulk entries or entries submitted by agents will be accepted.
3. We reserve the right to verify the eligibility of entrants. We may request such information as we consider reasonably necessary for the purpose of verifying the eligibility of an entrant and prizes may be withheld until and unless We are satisfied with the verification.

3. Entry Requirements

1. Entries to the Prize Draw must be received by Us between Monday 14th May and Monday 4th June. Any entries which are received outside this period shall not be considered regardless of the reason.
2. To enter the Prize Draw, you need to submit your email address, name and gender.
3. We shall be entitled to disqualify any entry which We believe (i) includes false or misleading information; or (ii) otherwise breaches these Terms and Conditions.
4. We cannot be held responsible for entries which are lost or corrupted nor for any entries to the Prize Draw which We do not receive as a result of any technical error, however caused. In addition We cannot accept any liability for any difficulties experienced in submitting an entry. Proof of entry or submission will not be deemed to be proof of receipt.

4. selection of winners

1. Following the closing date set out in condition 3.1, We will select 1 winner at random from all entries received by Us which comply with these Terms and Conditions ("Winners"). The Winner will be notified within a reasonable time after Monday 4th June by email.
2. If We notify you that you have been selected as a Winner and you do not acknowledge such notification by the method specified in it within three (3) days from the date of notification, We shall be entitled to withdraw your selection as a Winner and may select an alternative winner in Our absolute discretion.

5. prize

1. Subject to these Terms and Conditions, there is 1 prize consisting of 2 free Standard weekend tickets to Latitude Festival and 2 free cycling passes as part of Tour de Latitude ("Prize").
2. There are no Prize substitutions or cash alternatives and the Prize is not transferable.

3. Where for reasons outside of Our reasonable control We are unable to deliver to Winners the whole or any part of the Prize We shall have the right to substitute all or part of the Prize offered for an alternative prize which We reasonably nominate.
4. The Winner **and 1 permitted companion** will be solely responsible for all their own expenses, including accommodation and travel expenses. We assume no responsibility and are not liable for any costs, charges, expenses or taxes which any Winner may be required to pay at any time in connection with the Prize. The Winner **and 1 permitted companion** shall at all times be subject to all applicable ticket terms and conditions and venue rules.
6. **WINNER**

You agree that if you are a Winner:

1. you consent to Us using your name and/or image in Our publicity for the Prize Draw and in such promotional materials as We see fit whether now or in the future, anywhere in the world; and
2. you will not resell, offer for hire or otherwise transfer the Prize to any third party.
7. **final decision**
1. In all matters Our decision will be final and no correspondence or discussion shall be entered into with you or any other party on your behalf regarding the process or details of such decision.
8. **Limitation of liability**
1. We cannot be held responsible for any costs incurred by you in entering the Prize Draw (whether or not such entry is successful) or in relation to you taking part in the Prize Draw.
2. We will not be responsible for any losses you suffer as a result of Our breach of these Terms and Conditions unless those losses were reasonably foreseeable to both you and Us at the date you enter the Prize Draw.
3. For the avoidance of doubt, We will not be liable to you, in contract, tort (including, without limitation, negligence) or otherwise in connection with the Prize Draw for:
 - a. loss of revenues, profits, contracts, business or anticipated savings or loss of data; or
 - b. any loss of goodwill or reputation; or
 - c. any special or indirect or consequential losseshowever caused.
4. Nothing in these Terms and Conditions shall exclude or limit Our liability:
 - a. for death or personal injury resulting from Our negligence or a deliberate act or omission of Us or any of Our officers, employees or agents;
 - b. for fraudulent misrepresentation; or
 - c. to the extent that such liability cannot by law be excluded or limited.
5. We will not be liable for any damages or losses as a result of failure by Us to deliver the Prize Draw, the Prize or any other prizes as a result of any circumstances outside of Our direct and reasonable control including, but not limited to, as a result of a server failure (including but not limited to access delays or interruptions, data non-delivery or mis-delivery), any act(s) of God, war or terrorism, breaches of security or unauthorised use of personal data arising from hacking and / or failure or lack of reception of telephone or mobile telephone networks.
9. **YOUR LIABILITY TO US AND YOUR STATUTORY RIGHTS**
1. You agree to fully indemnify Us in respect of all liabilities, damages, claims, actions, expenses (including reasonable legal fees), demands or costs incurred by Us as a result of any breach by You of these Terms and Conditions including but not limited to any breach of condition 6.
2. Nothing contained in these Terms and Conditions shall affect any statutory rights to which you may be entitled to as a consumer.
10. **Your Data**
1. Your personal data will be used solely in accordance with the current data protection legislation and in accordance with Our Privacy Policy (available via the hyperlink at condition 1.2 above) which governs Our use of personal data We collect from you.
11. **governing law**
1. These Terms and Conditions are governed by and construed in accordance with English Law and any dispute arising from them shall be subject to the non-exclusive jurisdiction of the English Courts.
12. **enquiries**
1. For all enquiries, comments, feedback or further information please contact info@festivalrepublic.com.
2. Winners' names will be made available on receipt of a stamped self-addressed envelope by Us.
3. All enquiries regarding the Prize Draw (including requests for a list of Winners) must be received by Us within 28 days of the closing date of the Prize Draw as set out in condition 3.1.