

## Terms & Conditions

### 1. INTRODUCTION

1.1 This Prize Draw is operated by Ticketmaster UK Limited company number 02662632, whose registered office is at 2nd Floor, Regent Arcade House, 19-25 Argyll Street, London W1F 7TS (“We”, “Our”, “Us”) on behalf of the promoter Cream, Unit 303, Tea Factory, 82 Wood Street, Liverpool, L1 4DQ (the “Promoter”).

1.2 The following terms and conditions (“Terms and Conditions”) apply to the prize draw publicised by Us through the “Prize Draw” tabs located on the blog and on Facebook and email (“Prize Draw”).

1.3 Please read these Terms and Conditions carefully. These Terms and Conditions set out who can enter a Prize Draw, how the Prize Draw will be run and the circumstances in which We and/or the Promoter may withhold all or part of the Prize and/or disqualify you.

1.4 These Terms and Conditions are in addition to terms of Our privacy policy [www.ticketmaster.co.uk/legal/privacy](http://www.ticketmaster.co.uk/legal/privacy), which governs how We may use the data it collects from you. By submitting your entry, you will be added to Our database and be indicating your consent to receiving general communications from Us in accordance with Our privacy policy.

1.5 Your entry implies acceptance of these Terms and Conditions as final and binding. Entries which are not in accordance with the terms and conditions will be disqualified.

1.6 We and/or the Promoter reserve the right to suspend, cancel or modify the Prize Draw at any time (and for any reason) without notice.

1.7 The Prize Draw is in no way sponsored, endorsed or administered by, or associated with Facebook/Twitter and if you enter a Prize Draw, You release Facebook/Twitter from any and all liabilities in connection therewith.

### 2. DEFINITIONS

2.1 In these terms and conditions (except where a different interpretation is necessary in the context) the words and expressions set out below shall have the following meanings:

#### Prize

Prize: Guest list plus 1 friend for Cocoon at The Asylum in Newsham Park on 29 October 2016.

NOTE: Over 18s only may apply.

Entry Criteria: Answer the question on the blog post and enter your contact details.

End Date: Noon Mon 10 October 2016

Notification Date: Afternoon Mon 10 October 2016

Start Date: 30 October 2016

2.2 By entering this competition, you agree to being contacted with marketing messages from Cream (the Promoter).

### 3. ELIGIBILITY

3.1 The Prize Draw is only open UK residents aged 18 and over (at the time of entry). Employees and contractors (and their respective families) of Us (including Our group companies) or the Promoter (including the Promoter's group companies) are not eligible to enter. 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 Prize may be withheld until and unless Ticketmaster is satisfied with the verification.

### 4. ENTRY REQUIREMENTS

4.1 To enter you must: Answer the question on the blog post and enter your contact details.

4.2 No responsibility is accepted for entries which are lost, corrupted, in complete or for any failure to capture entry information.

4.3 Entrants are required to meet the Entry Criteria but otherwise no other purchase is necessary.

4.4 Entries to the Prize Draw will only be accepted between from the Start Date to the End Date inclusive.

4.5 We and/or the Promoter shall be entitled to disqualify any entry which We and/or the Promoter believe: (i) include false or misleading information;

### 5. WINNER(S)

5.1 The winner(s) of the Prize will be selected at random by independent judges. The judges' decision is final. No correspondence shall be entered into.

5.2 The winner(s) of the prize draw will be notified by email or telephone or social media messaging or via email within two (2) days of the Notification Date. It is the responsibility of entrants to notify Us and/or the Promoter of any change of contact details. Proof of identity may be required. We and/or the Promoter will have the right to disclose the name of the winner(s) and their city/town of residence. You have 48hrs from contact to accept your prize.

5.3 Details of the winner(s) may be disclosed by Us and/or the Promoter on its website. By entering the competition, you expressly agree to permit such disclosure if you are the winner.

5.4 The Prize should be claimed by the relevant winner within two (2) days of notification. If the potential winner cannot be contacted or the Prize notification is returned or is undeliverable, such potential winner forfeits all rights to any Prize, and an alternate winner may be selected.

5.5 Winners shall not resell, offer for hire or otherwise transfer the Prize to any third party.

### 6. PRIZE

6.1 The winner(s) will receive the Prize. If the Prize is supplied to the Promoter by a third party the Prize will be awarded to the winner(s) subject to the relevant third party's terms and conditions (if any). Neither We nor the Promoter endorse any Prize supplied by a third party nor does it endorse the third party supplier. The Prize will only be delivered to addresses within the UK. In no event shall any entrant be entitled to win more than one Prize.

6.2 The Promoter reserves the right to provide a substitute prize of similar value should the need arise. The payment of all costs and expenses involved in claiming a Prize are the responsibility of the winner(s). Any and all applicable taxes or duties in relation to the Prize are the responsibility of the winner(s).

6.3 An unclaimed Prize may not be awarded. The Prize is strictly non-transferable and no cash alternative is offered

6.4 The Promoter of the Prize Draw is solely responsible for the delivery and quality of the Prize. Ticketmaster UK Limited accepts no responsibility for the delivery or quality of the products and services to be provided by the Promoter.

## 7. LIMITATION OF LIABILITY

7.1 Neither We nor the Promoter can be held responsible for any costs incurred by you in entering a Prize Draw (whether or not such entry is successful) or in relation to you taking part in a Prize Draw.

7.2 Neither We nor the Promoter will be responsible for any losses you suffer as a result of Our and/or the Promoter's breach of these Terms and Conditions unless those losses were reasonably foreseeable to you, Us and/or the Promoter at the date you enter a Prize Draw.

7.3 For the avoidance of doubt, neither We nor the Promoter will be liable to you, in contract, tort (including, without limitation, negligence) or otherwise in connection with the Prize Draws 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 losses; however caused.

7.4 Nothing in these Terms and Conditions shall exclude or limit Our and/or Promoter' liability:

- (a) for death or personal injury resulting from, as applicable, Our or the Promoter's negligence or a deliberate act or omission of, as applicable, Ours or the Promoter or any of Our or the Promoter's officers, employees or agents;
- (b) for fraudulent misrepresentation; or
- (c) to the extent that such liability cannot by law be excluded or limited.

7.5 Neither We nor the Promoter will be liable for any damages or losses as a result of failure by Us or the Promoter to deliver any Prize Draw, the Prize or any other prizes as a result of any circumstances outside of Our and/or Promoter's 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.

## 8. YOUR LIABILITY TO US AND YOUR STATUTORY RIGHTS

8.1 You agree to fully indemnify Us and the Promoter in respect of all liabilities, damages, claims, actions, expenses (including reasonable legal fees), demands or costs incurred by Us and/or the Promoter as a result of any breach by You of these Terms and Conditions.

8.2 Nothing contained in these Terms and Conditions shall affect any statutory rights to which you may be entitled as a consumer.

## 9. YOUR DATA

9.1 Your personal data will be used solely in accordance with current data protection legislation and in accordance with Our privacy policy (available via the hyperlink at Condition 1.4 above) which governs Our use of personal data we collect from you.

## 10. GOVERNING LAW

10.1 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.

## 11. ENQUIRIES

11.1 For all enquiries, comments, feedback or further information please contact [prizedraws@ticketmaster.co.uk](mailto:prizedraws@ticketmaster.co.uk). All questions, comments or complaints regarding the Prize Draw should be directed to Us and not Facebook or Twitter.

11.2 Winners' names will be made available on receipt of a stamped self-addressed envelope by Us.

11.3 All enquiries regarding the Prize Draw (including requests for the name of winners) must be received by Us within 28 days of the Notification Date of Prize Draw.