

## Trakm8 Grey Fleet Survey Competition - Terms and Conditions

### 1. HOW TO ENTER

- 1.1 The competition will run once the Grey Fleet survey is launched from **9.00am** on **07/04/2021** (the "Opening Date") until **5.00pm** on **07/05/2021** (the "Closing Date").
- 1.2 To enter the competition you must visit the link (<https://www.surveymonkey.co.uk/r/Trakm8-GreyFleet>) and complete the survey in full. Once you visit the link, it will take you to a landing page where you will need to complete all 18 questions; this will include questions 17 & 18 which will ask for Full Name & Work Email address. Your name and email address details are for prize draw purposes only. All details in the survey will remain anonymous.
- 1.3 All competition entries must be received by the Promoter no later than **5.00pm** on the Closing Date. All competition entries received after that time are automatically disqualified.
- 1.4 The winning entry will be selected at random using a random name selector tool from all entries received between the dates and times outlined above in accordance with these terms and conditions.
- 1.5 The prize draw is free to enter and no purchase is necessary.
- 1.6 By submitting an entry, you are agreeing to be bound by these terms and conditions.
- 1.7 The Promoter will not accept responsibility for competition entries that are lost or delayed in transit, regardless of cause, including, for example, as a result of any equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind. Proof of transmission is not accepted as proof of receipt of entry to the competition.

### 2. ELIGIBILITY

- 2.1 The competition is open to all residents in the **UK aged 18 years or over**, except:
  - 2.1.1 employees of the Promoter or its holding or subsidiary companies;
  - 2.1.2 employees of agents or suppliers of the Promoter or its holding or subsidiary companies, who are professionally connected with the administration of the competition; or
  - 2.1.3 members of the immediate families or households of 2.1.1 and 2.1.2 above.
- 2.2 By entering the competition, you confirm that you are eligible to do so and eligible to claim the prize. The Promoter may require you to provide proof that you are eligible to enter the competition.
- 2.3 The Promoter will not accept competition entries that are:
  - 2.3.1 automatically generated by computer;
  - 2.3.2 completed by third parties or in bulk; or
  - 2.3.3 incomplete.
- 2.4 There is a limit of one entry per person. Entries on behalf of another person will not be accepted.
- 2.5 By including your company name in your entry, you are assumed to have gained permission from your employer, where appropriate, including in relation to publication of the winner in accordance with 6.1 below.
- 2.6 The Promoter reserves all rights to disqualify you if your conduct is contrary to the spirit or intention of the prize competition.

### 3. THE PRIZE

- 3.1 The prize is an **APPLE 10.2" iPad (2020) - 32 GB**
- 3.2 The prize is not negotiable or transferable.
- 3.3 There is only one prize available, which is subject to availability. The Promoter reserves the right to substitute the prize with a prize of at least equal value.

### 4. WINNER ANNOUNCEMENT

- 4.1 The winning entrant will be notified as soon as practicable on **10/05/2020** using the email address submitted with their entry.
- 4.2 The decision of the Promoter is final and no correspondence or discussion will be entered into.

## **5. CLAIMING THE PRIZE**

- 5.1** If you are the winner of the prize, you will have **30 days** in which to provide your postal address following the Promoter's request for the same. If you do not respond with your postal address within this period, your claim will become invalid.
- 5.2** The Promoter will make all reasonable efforts to contact the winner. If the winner cannot be contacted or is not available, or has not responded with their postal address within **30 of days** of being contacted, the Promoter reserves the right to offer the prize to the next eligible entrant selected from the entries that were received in accordance with these terms and conditions.
- 5.3** The Promoter does not accept any responsibility if you are not able to, or do not, take up the prize -in accordance with these terms and conditions.
- 5.4** You are responsible for declaring the prize to your employer, where applicable, in accordance with its policies and procedures and by claiming the prize you confirm that you are not restricted by your employer from claiming the prize in accordance with such policies and procedures and all relevant declarations and consents have been made and obtained.

## **6. DATA PROTECTION AND PUBLICITY**

- 6.1** By entering the competition, you agree that any personal information provided by you with the competition entry may be held and used by the Promoter or its agents and suppliers for the administration of the competition (including the announcement of winners and auditing of entries and in accordance with 6.2 below). The Promoter will not use this personal information for any other purpose, unless it has your consent / you have opted in to receiving future marketing communications.
- 6.2** You agree that if you are the winner, the Promoter may use your name and company name (and you have obtained permission of your employer, where relevant, to use the company name), to announce the winner of this competition in any publicity material, which will include announcements on Twitter and LinkedIn. If you object to the use of your name and company name in publicity material, you may notify the Promoter at the same time as responding to the notification that you are the winner of the competition or at any time subsequently in accordance with the Promoter's Privacy Policy. On receipt of any such objection, the Promoter shall cease using that information for publicity purposes. Note that the Promoter may still provide your details to the Advertising Standards Authority on request to demonstrate that a valid award took place.
- 6.3** Details of how the Promoter stores and handles personal information and data is available in its Privacy Policy which is available at <https://www.trakm8.com/privacy-policy>

## **7. GENERAL**

- 7.1** If there is any reason to believe that there has been a breach of these terms and conditions, the Promoter may, at its sole discretion, reserve the right to exclude you from participating in the competition.
- 7.2** The Promoter reserves the right to hold void, suspend, cancel, or amend the competition where it becomes necessary to do so.
- 7.3** These terms and conditions shall be governed by English law, and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.
- 7.4** The Promoter is Trakm8 Limited of 4 Roman Park, Roman Way, Coleshill, West Midlands, B46 1HG (Company Registration Number 04415597).