

**Promotion:** New Balance X The Big Half 2022

**Summary Terms and Conditions:**

UK, 18+ only. 00:01 – 23:59 04/09/22. Visit the New Balance activation at the Big Half 2022 and using your smart phone, scan the QR code located on Toblerone's around the Big Half event and complete the online form by entering your first name, last name & email address then tick the box to confirm you are 18 or over to enter the Prize draw. No purchase necessary. Prizes: 3 x pair of New Balance Fresh Foam 1080. Internet access, email address and smart phone are required. Max 1 entry and prize per person. Visit [www.newbalance.co.uk/bighalf-promotion-terms/](http://www.newbalance.co.uk/bighalf-promotion-terms/) for full T&Cs. **Promoter:** New Balance Athletic Shoes (UK) Ltd Appleton House, 430 Birchwood Boulevard, Warrington, WA3 7WD, United Kingdom.

**Full Terms and Conditions**

1. This Promotion is only open to legal residents of the United Kingdom who are aged 18 years or over. Anyone professionally associated with this Promotion is ineligible to enter.
2. Purchase is not necessary, but a smart phone, internet access and a valid email address are required.
3. **Promotion Period:** Draw opens between 00.01 BST on the Sunday 4 September 2022 and closes 23.59 BST on the Sunday 4 September 2022.
4. **To Enter:** Visit the New Balance activation at the Big Half 2022 and using your smart phone, scan the QR code located on Toblerone's around the Big Half event and complete the online form by entering your first name, last name and email address and confirm you are 18 or over to be entered into the Prize Draw. Entries must be made during the Promotion Period to be valid.
5. Maximum of 1 entry is permitted per person during the Promotion Period. No person may win more than 1 Prize.
6. **The Prize:** There will be a total of 3 winners. Each winner will win 1 x pair of New Balance Fresh Foam 1080.
7. **Additional Prize Details and Conditions:**
  - a. The Winners have a choice of size but not colour or style.
  - b. The Promoter is not liable for any Prizes once distributed/dispatched to a winner and the Promoter will not be responsible for any Prizes not received, broken or lost in transit.
  - c. It is the responsibility of the participant to provide their correct, up-to-date details when entering the Promotion and/or confirming acceptance of the prize in order for their prize to be processed. The Promoter cannot be held responsible for winners failing to supply accurate information which affects prize acceptance or delivery of their prize.
  - d. The Prize must be taken as stated and no compensation will be payable if a winner is unable to use the Prize as stated. The winner will be liable for all costs and expenses not stated relating to claiming the prize.
  - e. Any pictures depicting the prizes on any media including press advertisements, posters or TV commercials are indicative only and the actual prizes may vary from the depictions. The Promotion does not constitute an endorsement or recommendation of the products or services being offered as prizes.
8. The provisional winners will be selected at random from all valid entries received during the Promotion Period by PromoVeritas, the independent promotional verification service provider, within 5 working days after the end of the Promotion Period.

9. The provisional winners will be notified by the email address provided within 5 working days after the draw and will need to respond within 14 working days of the first contact received. If a winner does not respond within 14 working days, the Promoter reserves the right to disqualify that and award the Prize to a reserve selected in the same manner. Reserve winners may have less time to respond.
10. Prizes are non-transferable, non-returnable and no cash or other alternative to the prizes are available in whole or in part. In the event of unforeseen circumstances, the Promoter reserves the right to substitute an alternative Prize of equal or greater value.
11. Provided no objection is received from the winners, a winners list containing the surname and county of residence of the winners will be made available by the Promoter 4 weeks after the close of the Promotion Period, for a period of 8 weeks. It will be available at [www.promowinners.com/newbalanceathletic](http://www.promowinners.com/newbalanceathletic). The winners can object to their details being published during the winner notification process. Without prejudice, the Promoter will provide winner information to the Advertising Standards Authority when requested by them.
12. By entering, winners agree to participate in any reasonable publicity arranged by the Promoter or by its agencies.
13. If you are a winner of the Promotion, you agree that the Promoter may use your name, image and town or county of residence to announce the winner of this competition and for any other reasonable and related promotional purposes.
14. By entering this Promotion, all participants will be deemed to have accepted that they are bound by the terms and conditions
15. If things go wrong and, despite The Promoters best endeavors, they are unable to administer the Promotion fairly or properly, The Promoter and their affiliated companies are not responsible and have the right to cancel or change the Promotion. They will only do this in exceptional circumstances. The Promoter also has the right to disqualify a participant if they tamper or abuse the entry process and they will not be entitled to the prize if they have acted fraudulently or dishonestly.
16. No responsibility can be taken for entries which are lost, delayed, corrupted, damaged, misdirected or incomplete or which cannot be delivered for any technical, delivery or other reason. Proof of sending will not be accepted as proof of receipt. The Promoter does not guarantee continuous or secure access to the entry page.
17. The Promoter will not be liable for any delay or failure to comply with its obligations for reasons beyond its reasonable control arising from but not limited to Acts of God, global or regional epidemic or pandemic, adverse weather conditions, fire, industrial dispute, war, terrorist activity, hostilities, political unrest, riots, civil commotion, plague or other natural calamities, or any other circumstances.
18. The Promoter and its associated agencies and companies are not 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 (JS13187) or accepting or using a Prizes, except for any liability which cannot be excluded by law. Nothing will exclude the Promotor's liability for death or personal injury as a result of its negligence.
19. No liability is accepted for illegible, incomplete, or late entries.
20. The Promoter seeks to run a fair and secure promotion and prevent abuse and cheating. If you enter in a way that is not consistent with these Terms & Conditions, your entry (and any of your

associated aliases) will be disqualified. Any Prize awarded may be void and recoverable, and the Promoter reserves the right to bar you from entering future promotions for a period of at least six months. For this reason, the Promoter reserves the right at any point to:

- a. Disqualify entries that are not made directly by the individual entering the Promotion.
  - b. Verify the eligibility of entrants and/or provisional winners by requesting such information it consider reasonably necessary for this purpose. Entry or a Prize may be withheld until verification is completed.
  - c. Disqualify entries made using anonymous email services such as, but not limited to, GuerillaMail, Dispostable or Mailinator.
  - d. Disqualify bulk entries from individuals, trade, consumer groups or third parties, incomplete entries and entries submitted by macros or other automated means.
  - e. Disqualify entries beyond the maximum allowed, or those using techniques such as 'script', 'brute force', multiple SIM cards for text entries, masking identity by manipulating IP addresses, using aliases or identities other than their own or any other means.
  - f. Disqualify entrants who tamper with the entry process.
  - g. Cancel, modify or suspend the Promotion should it not be capable of running as planned for reasons including but not limited to tampering, unauthorised intervention, fraud, dishonesty, technical failures, or any other causes beyond the control of the Promoter which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion.
21. The Promoter will only use the personal details supplied for the running of the Promotion and for no other purpose, unless we have your explicit consent. Your personal details will at all times be kept confidential and in accordance with The Promoter's Privacy Policy available at [Privacy Policy - New Balance](#).
22. Entries which do not satisfy the requirements of these terms and conditions in full will be disqualified and will not be counted.
23. The Promoter may refuse to award a prize, or seek its recovery, in the event of an entrant's fraud, dishonesty or non-entitlement under these terms and conditions.
24. The Promoter cannot accept any responsibility for any damage, loss or injury suffered by any entrant entering the Promotion or as a result of accepting or participating in any prize. It is advised that entrants ensure they are medically fit to enter the challenge prior to commencing.
25. The decision of The Promoter shall be final, and no correspondence will be entered into.
26. If there is a discrepancy between these Terms & Conditions and those in any promotional material, these Terms & Conditions will prevail.
27. If any part/s of these Terms & Conditions are legally ruled to be invalid, illegal, or unenforceable, the remainder will not be affected and will continue in full force and effect.
28. These terms and conditions are governed by English Law and shall be subject to the exclusive jurisdiction of the courts.

**Promoter:** New Balance Athletic Shoes (UK) Ltd

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