

Full Terms and Conditions

1. This Promotion is open to residents of the United Kingdom aged 18 or over, excluding employees of the Promoter, its agents and anyone professionally associated with this Promotion. Entrants must also comply with the Virgin Money London Marathon fitness requirements, which may be accessed here: <https://www.virginmoneylondonmarathon.com/enter/how-to-enter/general-conditions-of-entry>.
2. No purchase is necessary to enter the promotion. However, internet access is required.
3. **Promotion Period:** Enter between 08:00 BST on the 16th June 2021 and 23:59 BST on the 29th June 2021.
4. **To Enter:** To enter, visit <https://www.newbalance.co.uk/virgin-money-london-marathon/> and complete the online form to provide your personal details (email address) to be entered into the prize draw.
5. Maximum of 1 entry is permitted per person during the Promotion Period.
6. **The Prizes:** 5 winners will each win 1 x entry into the Virgin Money London Marathon to be held on 3rd of October 2021.
7. **Further Prize Details and Conditions:**
 - a. The prize is for tickets only.
 - b. For the avoidance of doubt, the prize does not include additional travel, accommodation, food, beverages, souvenirs or any other costs of a personal nature (including spending money) that are not expressly set out in these Terms and Conditions.
 - c. Once registered tickets they are only valid for the dates and times shown; no alternatives will be available.
 - d. Certain parts of the prize may require particular levels of health or fitness. Participants should ensure that they are capable of meeting the required standards.
 - e. The winners acknowledge and agree that they are subject to the full terms and conditions of The London Marathon and the Vitality Big Half Marathon, which reserve the right to remove any person or refuse any person entry to their events regardless of whether they have a valid entry.
 - f. Winners are responsible for their behaviour whilst taking the Prize. The Promoter reserves the right in its absolute discretion to exclude a winner from participation in any aspect of the Prize if they fail to comply with the directions of the Promoter or any companies associated with the Prize or if a winner acts in a manner that is dangerous to themselves or to the public or is, in the opinion of the Promoter, anti-social in any manner or which causes a disturbance or nuisance to others.
 - g. The winners must inform the Promoter of any wheelchair or access needs. The Promoter will endeavour to offer wheelchair users that can self-propel themselves and are not using an electric wheelchair.
 - h. Entries are personal to the winners and the sale or offering for sale, transfer, resale, donation, or exchange of any entry is strictly prohibited (including, without limitation, in person or online via an online auction website or online ticket resale marketplace). The Promoter reserves the right to cancel entries and withdraw or make void any entry if they find this has occurred.
8. **Winner Selection:** 5 winners will be randomly selected from all valid entries received during the Promotion Period. The prize draw will be conducted by PromoVeritas, an independent promotional verification service, within 3 working days of the end of the Promotion Period.
9. **Winner Notification:** The winners will be contacted by the email address provided on entry within 3 working days of Winner Selection and will be required to respond to confirm eligibility and acceptance of their Prizes, within 14 days of initial contact. In the event that a winner does not

respond to the initial contact within 14 days, the Promoter reserves the right to disqualify that winner. If a winner is disqualified, the Promoter reserves the right to award the prize to a reserve selected in the same manner. Reserve winners may have less time to respond.

10. **Prize Acceptance:** The winners will receive a link to the London Marathon's registration portal by 23:59 on 1 August 2021, and they will need to complete their registration by 16:59 on 6 August 2021 to be entered into the events. In the event a winner does not complete their registration to the marathons by 16:59 on 6 August 2021, the Promoter reserves the right to disqualify that winner. If a winner is disqualified, the Promoter reserves the right to award the prize to a reserve selected in the same manner. Reserve winners may have less time to respond.
11. Provided no objection is received, if you are a winner, your surname and county of residence will be made available by the Promoter at www.promowinners.com/NewBalance one month after the close of the Promotion, for a period of 8 weeks. You can object to your surname or county of residence being published or request for the amount of information being published to be reduced during the Winner Notification process. Without prejudice, the Promoter will provide this information to the Advertising Standards Authority on reasonable request.
12. The Prize is not transferable or exchangeable and cannot be redeemed for monetary value or for any other form of compensation. If for any reason any element of the Prize is not available, the Promoter reserves the right, at its sole discretion to substitute another prize for it, of equal or greater value.
13. In the event that the Promotion is not 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, the Promoter reserves the right to disqualify any individual who tampers with the entry process or does not comply with these Terms & Conditions and to cancel, modify or suspend the Promotion or invalidate any affected entries.
14. 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 London Marathon Registration Website.
15. The Promoter together with any 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. Nothing will exclude the Promotor's liability for death or personal injury as a result of its negligence.
16. An entry must be made directly by the individual entering the Promotion. Bulk entries from trade, consumer groups or third parties will not be accepted. Incomplete or illegible entries and entries submitted by macros or other automated means together with entries which do not satisfy the requirements of these Terms & Conditions in full will be disqualified and will be not be counted. If it becomes apparent that a participant is using a computer(s) to circumvent this condition by, for example, the use of 'script', 'brute force', masking their identity by manipulating IP addresses, using identities other than their own or any other automated means in order to increase that participant's entries into the Promotion in a way that is not consistent with the rules of the Promotion, that participant's entries will be disqualified and any prize awarded will be void.
17. The Promoter will not be liable for any failure to comply with its obligations or any delay in performing its obligations within these terms and conditions If an act, omission, event or circumstance occurs caused by (but not limited to) global or regional health crises, weather conditions, fire, flood, strike, hurricane, industrial dispute, war, terrorist activity, hostilities, political unrest, riots, civil commotion, epidemic, pandemic, famine, plague or other natural calamities and acts of God, or any other circumstances beyond the reasonable control of the Promoter.

18. The Promoter may refuse to award a Prize in the event of any entrant's fraud, dishonesty, breach or non-entitlement under these Terms & Conditions or seek recovery of its value if the Prizes have been awarded.
19. Any and all personal data supplied for the running of this Promotion will be used solely for the purpose of this Promotion by the Promoter and/or by any agent appointed by it to assist with running the Promotion on behalf of the Promoter and will not be disclosed to a third party for any other purpose unless the participants' positive consent has been obtained. Participants' personal data will be handled in accordance with the Promoter's privacy policy, available at: www.newbalance.co.uk/privacy-policy.html#privacy_policy.
20. The winners' personal data will also be passed to the Virgin Money London Marathon and to the Vitality Big Half Marathon for the purpose of registering the winners and sending any relevant information, and will be held in accordance with their privacy policies, which is available at: <https://www.virginmoneylondonmarathon.com/en-gb/privacy-policy/>.
21. If any provisions of these Terms & Conditions are judged to be invalid, illegal or unenforceable, this will not affect or impact the continuation in full force and effect the remainder of the provisions.
22. By entering this Promotion, all participants will be deemed to have agreed to be bound by these Terms & Conditions.
23. In the event of a discrepancy between these Terms & Conditions and the details in any promotional material, the details in the Terms & Conditions will prevail.
24. These Terms & Conditions are governed by English law and their interpretation and application will be subject to the exclusive jurisdiction of the courts of England and Wales.

Promoter: New Balance Athletics Shoes (UK) Ltd, Appleton House, 430 Birchwood Boulevard, Warrington, WA3 7WD.