

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.
2. No purchase is necessary; however, internet access is required.
3. **Promotion Period:** Enter between 00:01 BST 29th of September 2021 and 23:59 BST on 2nd October 2021.
4. **To Enter:** To enter, visit the New Balance booth at the London Marathon Running Show, scan the QR code and click the sign-up button on the promotional page, and enter your details in the form to be entered into the prize draw.
5. Maximum of 1 entry is permitted per person during the Promotion Period.
6. **The Prize:** One (1) winner will win 1 x entry into the 2022 TCS New York City Marathon.
7. **Further Prize Details and Conditions:**
 - a. The prize is for a marathon entry only.
 - b. For the avoidance of doubt, the prize does not include 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. The marathon entry is only valid for the 2022 New York City Marathon; 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 New York City 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:** One winner 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 5 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 **5** 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 Winner will be contacted by UK.events@newbalance.com to confirm their entry and will then be uploaded to the TCS NYCM registration portal when it opens in 2022, where the winner will be instructed to complete their registration. In the event a winner does not complete their registration by the stated deadline, 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. The winner agrees to allow the Promoter to use their surname and county of residence to announce the winners of the Promotion. The winners may object to their surname or county of residence being published or request for the amount of information being published to be reduced during winner notification. Provided no objection has been received, the surname and county of the winners will be made available on www.promowinners.com/NewBalanceNYC one month after the close of the Promotion, for a period of 4 weeks. However, without prejudice, the Promoter will provide winner information to the Advertising Standards Authority on reasonable request.
12. The Promoter may request that the winners participate in reasonable publicity arising from the Promotion. Participation is at the winner's discretion and is not a condition of Prize Acceptance.
13. 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 entries (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. 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 unless and until verification is completed satisfactorily.
 - b. Disqualify entries that are not made directly by the individual entering the Promotion.
 - 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 entries which, in some other way, do not fully meet the requirements of these Terms & Conditions.

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15. 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.
16. 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.
17. 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.
18. 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.
19. 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 of the Promoter.
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21. Should an act, omission, event or circumstance occur which is beyond the reasonable control of the Promoter and which prevents the Promoter from complying with these Terms & Conditions the Promoter will not be liable for any failure to perform or delay in performing its obligations.
22. 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.
23. 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. The winners' personal data will also be passed to the TCS New York City 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.nyrr.org/Privacy-Policy>
24. 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.

25. By entering this Promotion, all participants will be deemed to have agreed to be bound by these Terms & Conditions.
26. 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.
27. 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.