



# Terms & Conditions

## Summary Terms and Conditions:

UK, 18+ only. Participants at the Vitality London 10,000. 00:01 20/04/22 – 23:59 02/05/22 scan the QR on your envelope and complete the online form providing your details (name, address, email address, and contact telephone number) to enter the Prize Draw. No purchase necessary. Prizes: 3 x Pairs of New Balance Fresh Foam 1080. Internet access and email address required. Max 1 entry and Prize per person. Visit <http://www.newbalance.co.uk/vitality-london-runners-terms/> for full T&Cs, Prize details.

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

## Full Terms and Conditions

1. This Promotion is open to residents of the United Kingdom who are at the Vitality London 10,000 aged 18 or over, excluding employees of the Promoter, its agents and anyone professionally associated with this Promotion.
2. No purchase necessary; however, internet access and email address are required.
3. **Promotion Period:** Enter between 00.01 BST on the 20 April 2022 and 23.59 BST on the 2 May 2022 inclusive.
4. **To Enter:** If you are taking part at the Vitality London 10,000, scan the QR code on your envelope that contains your event race bib and information, and complete the online form providing your details (full name, email address, gender and date of birth) to be entered into the Prize Draw.
5. Maximum of 1 entry is permitted per person during the Promotion Period. No person may win more than 1 Prize.
6. **The Prizes:** There will be a total of 3 winners. Each winner will win 1 x pair of New Balance Fresh Foam 1080.
7. **Further Prize Details and Conditions:**
  - a. The winner will choose the size of the New Balance Fresh Foam 1080.
8. **Winner Selection:** 3 winners will be randomly selected from all valid entries received during the Promotion Period. For your total confidence, the Prize draw will be conducted by PromoVeritas, the independent promotional verification service, within 3 working days of the end of the Promotion Period.
9. **Winner Notification:** Provisional winners will be contacted via the email address provided on entry within 5 working days of Winner Selection and will be asked to provide evidence of identity and eligibility. Reasonable efforts will be made to contact the winners. If a winner does not respond to

### **PromoVeritas Ltd**

Run it Right.

Monument House, 215 Marsh Road, London HA5 5NE UK

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Registered in England at the above address No. 04437132

Thursday, 14 April 2022

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the initial contact within 14 days, we reserve the right to disqualify that entrant and award the Prize to a reserve selected in the same manner. Reserve winners may have less time to respond.

10. **Prize Acceptance:** Winners will receive their Prize within 28 days of Prize Acceptance. In the unlikely event that a Prize doesn't arrive within 28 days of Prize Acceptance, the winners will have a further 28 days to inform the Promoter by emailing [jessica.bartlett@newbalance.com](mailto:jessica.bartlett@newbalance.com). If a winner does not do so, the Promoter reserves the right to not reissue the Prize or limit its value at its sole discretion.
11. Provided no objection from the winners is received, a winners list 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 at [www.promowinners.com/NewBalanceVitality2](http://www.promowinners.com/NewBalanceVitality2). Winners can object to their surname or county of residence being published or request for the amount of information being published to be reduced during the Winner Notification process. 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 promotions 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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14. 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 the Prize is not available, the Promoter reserves the right, at its sole discretion to substitute the Prize for another of equal or greater value.
15. If 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, or invalidate any affected entries and/or to cancel, modify or suspend the Promotion.
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 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 or accepting or using the/a Prize(s), except for any liability which cannot be excluded by law. Nothing will exclude the Promoter's liability for death or personal injury as a result of its negligence.
18. 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.
19. All personal data supplied for 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 and will not be disclosed to an unconnected third party unless your positive consent has been obtained. Your personal data will be handled in accordance with the Promoter's privacy policy, available at: [www.newbalance.co.uk/privacy-policy.html](http://www.newbalance.co.uk/privacy-policy.html)
20. 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.
21. By entering, you will be deemed to have agreed to be bound by these Terms & Conditions.
22. If there is a discrepancy between these Terms & Conditions and those in any promotional material, these Terms & Conditions will prevail.

## PromoVeritas Ltd

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# Terms & Conditions

23. 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 Athletic Shoes (UK) Ltd Appleton House, 430 Birchwood Boulevard, Warrington, WA3 7WD, United Kingdom

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