## Terms and Conditions – adidas Oxford Street store event (Promotion)

Please read these terms and conditions (Terms) carefully. The Terms contain important information. By entering into this Promotion, you declare to agree to the applicability of the Terms. The following words will have the following meanings:

**Promoter** means adidas (UK) Limited of The adidas Centre, Pepper Road, Hazel Grove, Cheshire, SK7 5SA.

**Promotion Period** means the period of time starting at 18:00 (GMT+1) on Monday 22<sup>nd</sup> August 2016 and ending at 18:00 (GMT+1) on Thursday 25<sup>th</sup> August during which you may enter the Promotion. If your Promotion entry is received after the Promotion Period you will be automatically disqualified.

**Prize** means the opportunity to attend the preview event for the new EA Sports FIFA17 at the adidas store on Oxford Street, starting at 17:00 (GMT+1) and ending at 19:00 (GMT+1) on Wednesday 31 August 2016 (**Event**). You will also win the opportunity to join a Q&A with The F2 Freestylers and one special guest player from the Premier League.

**Location** means, 415-419 Oxford Street, London, W1C 2PG.

**Images** means to use your name, photograph, video, voice recording and general location for publicity, news and/or any promotional purposes in any and all media during this and any future promotions or advertising (individually or collectively known as Images).

**Direct Message** means the Promoter will directly and privately contact you via the social network(s) through which you submitted your entry to inform you that you are a Winner.

**Promoter's Social Media Accounts** means the following Facebook/Twitter/Instagram accounts, @adidasuk

**Social Media Accounts** means the Facebook/Twitter/Instagram accounts used by you to enter the Promotion.

Winner means if your entry is valid and selected in accordance with these terms and conditions to win the Prize.

- 1 Acceptance of these terms and conditions is a condition of entry and the entry instructions form part of these terms and conditions. By entering into the Promotion you agree to be legally bound by these terms and conditions. The Promoter reserves the right, at their discretion, to exclude you if you do not comply with any of these terms and conditions.
- 2 The Promotion is open to all UK residents aged 16 and over, excluding employees of the Promoter, their associated companies, families, agencies or any other persons to whom they are professionally connected.

- 3 To enter the Promotion, any time during the Promotion Period, you must visit:
- (i) visit Facebook, Twitter or Instagram;
- (ii) Submit a valid entry by retweeting the post from @adidasUK or @EASportsFIFA as indicated by the instructions communicated via the Promoter's Social Media Accounts; and
- (iii) accept and adhere to these Terms and Conditions unconditionally; and accept any other requirements made by the Promoter at the point of entry.
- **4** All entries received after the lapse of the Promotion Period are excluded from participation and will not be taken into consideration.
- 5 Internet or Wi-Fi access will be required.
- **6** No purchase necessary.
- **6.1** You may enter as many times as you wish during the Promotion Period but you will only have the opportunity to win one Prize. If your entry is made using false or dishonest information you will be disqualified.
- 7 The Promoter reserves the right to refuse your entry if any of your Social Media Accounts (or entry post[s]) containing material which is offensive (including the use of foul language) or defamatory, or incites and/or promotes violence or hatred or which discriminates, threatens or infringes the rights of third parties, or which the Promoter deems in their sole discretion to be otherwise unacceptable.
- **8** If your entry does not meet the above criteria and the specific terms of entry for the Promotion, it shall be invalid. The Promoter will not be liable if your entry is not received or is corrupted for any reason.
- **9** The total number of Winners is 75. The Promoter may choose to increase this number at its own discretion.
- **9.1** The Promoter shall not be liable in the event that you are not available on or around the date and/or time of the Event notified to you by the Promoter.
- **9.2** Entry into the Event is subject to its terms and conditions, event regulations and/or eligibility requirements including any stipulation as to proof of identification and/or age. The Promoter will not be liable should you be refused entry into the Event.
- **9.3** You must provide the Promoter all requested information in a timely manner and in accordance with the deadlines communicated to you. The Promoter reserves the right to withdraw the Prize in the event that you fail to provide necessary information within any deadlines set.
- **9.4** The Promoter will not be liable in the event that the Event does not take place, is rescheduled or postponed for any reason.
- **9.5** By entering the Promotion you agree that you shall act responsibly at all times during use of the Prize. The Promoter will not be responsible for any additional costs incurred should you and/or your guest be refused entry at the Event.

- **9.6** The Promoter reserves the right to refuse admission to or remove from the Event any person. In particular, but not limited to, the right to remove any person who in the opinion of the Promoter is drunk and/or disorderly or under the influence of drugs or whose dress appearance or general behaviour is unacceptable to the Promoter.
- 10 The Promoter will not be responsible or liable for any expenses you incur in addition to the Prize (including, without limitation, travel expenses, accommodation, spending money, insurance, taxes, food or drink).
- 11 By entering the Promotion you agree not to sell, offer to sell or use all or part of the Prize for any commercial or promotional purpose (including placing the Prize on an internet auction site).
- 12 The Promoter reserves the right to substitute the Prize with prizes of equal or greater value in the event that the Prize cannot be provided to you
- 13 The Promoter will select the Winners at random from all valid entries and notify each Winner via direct message from the Promoter's Social Media Account to the Winner's Social Media Account on or around Friday 26<sup>th</sup> August 2016 (for the avoidance of doubt once the Promotion Period has ended). On such contact, you will need to reply to the Promoter's direct message with your full name, age and location. You may be required to provide additional information as requested by the Promoter.
- **13.1** The Promoter reserves the right to exclude you from entering the Event if you do not RSVP.
- **14** If you fail to RSVP and confirm acceptance of the Prize and/or fail to turn up to the Event by 17:00 (GMT+1) on Monday 29<sup>th</sup> August 2016 or cannot make use of the Prize for any reason, the Promoter reserves the right to select an alternative Winner.
- **15** Photo identification demonstrating proof of age will be required for all guests to gain entry into the Event. The Promoter reserves the right to exclude you from entering the Event if you fail to provide photo identification.
- 16 In the event that, due to your acts or omissions, the Promoter is unable to communicate to you via direct message that you are a Winner, you will forfeit the Prize, no substitute or alternative will be available and an alternative Winner may be selected.
- 17 Details of your name and general location will be available between for a period of one month after the end of the Promotion Period and can be obtained by sending a stamped self-addressed envelope to adidas UK Limited, Customer Care, PO Box 1512, Chelmsford, Essex, CM1 3YB.
- 18 The Promoter's decision will be final and binding and no correspondence will be entered into.
- 19 The Promoter reserves the right to change, alter or withdraw the Promotion at any time.
- **20** The Promoter accepts no responsibility for any disappointment incurred or suffered as a result of entry to the Promotion and/or use of any Promotion prize.
- 21 You attend, participate in and use the Prize at your own risk. To the maximum extent permitted by law, the Promoter will not be liable for any claims or actions of any kind whatsoever for damages or losses to persons and property which may be sustained in connection with the receipt, ownership and/or use of any Promotion prize.

22 By entering the Promotion and attending the Event, you consent and agree to grant an irrevocable and royalty free licence to the Promoter and/or any third party acting on behalf of the Promoter, to use your Images.

## **22.1** You agree:

- (a) to not make any claim for remuneration against the Promoter, its licensees or assignees in respect of the use of the Images; and
- (b) waive any moral rights that you may have now or in the future in relation to the Images under the Copyright Designs and Patents Act 1988 (as amended from time to time) and, so far as is legally possible, any broadly equivalent rights you may have in any territory of the world.
- 23 Where any personal data is obtained in the course of a participant entering the Promotion, such data will only be processed by the Promoter (the controllers of the personal data) and/or any agency involved in administering the Promotion following the instruction of the Promoter.
- 24 Participants' personal data shall be processed for the purpose of participating in the Promotion only and will only be retained as long as necessary for such purpose (the personal data will be deleted no later than 3 months after the end of the Promotion). Participants can request access to and/or submit a request for rectification or removal of their personal data. For these purposes participants can contact the Promoter at their address.
- 25 If any of these terms and conditions are found by a competent court or other competent authority to be void or unenforceable, that term or condition shall be deemed to be deleted and the remaining terms and conditions shall continue in full force and effect.
- **26** These terms and conditions shall be governed and construed in accordance with the laws of England and Wales. Any dispute arising is subject to the exclusive jurisdiction of the courts of England and Wales.

## **Contacts**

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