

TERMS AND CONDITIONS for “Presents Under the Tree – Perth City & Towns” (the “Competition”).

These terms and conditions (the “Specific Terms”) for the Competition should be read alongside our general competition terms and conditions at: <https://www.bauerlegal.co.uk/competition-general-terms-and-conditions> (the “General Terms”) which will also apply to this Competition. Where there is any conflict between these Specific Terms and the General Terms, the Specific Terms shall prevail.

1.ENTRY ROUTES AND COSTS	Entries are restricted to one per person. <u>Entry to the Competition is available via the following routes:</u> (A) Online at: https://hellorayo.co.uk/clyde/ https://hellorayo.co.uk/clyde/ayrshire/ https://hellorayo.co.uk/forth/ https://hellorayo.co.uk/tay/ https://hellorayo.co.uk/northsound/ https://hellorayo.co.uk/mfr/ https://hellorayo.co.uk/greatest-hits/cumbria/ https://hellorayo.co.uk/greatest-hits/dumfries/ https://hellorayo.co.uk/greatest-hits/borders/ Online entry is free of charge.
2.COMPETITION MECHANIC AND HOW TO WIN	There will be one winner of the Competition. All valid entries will be pooled and [the winner/winners will be chosen by electronic random draw on Monday 16th December 2024.
3. ENTRY PERIOD	<u>Entries must be submitted during the following entry period:</u> From Monday 4th November 2024, 00:00 (the “Start Time”) to Sunday 15th December 2024, 23:59 (“End Time”). Entries received before the Start Time or after the End Time will be invalid. However if the winner cannot be contacted within 7 days from the date of the initial attempt to contact them, then we will re-draw until we draw a winner that we are satisfied (in our sole discretion) fulfils all of the eligibility criteria and is in compliance with these Terms.
4. ENTRY RESTRICTIONS	▶ Open to UK residents aged 18 years or over on date of entry. ▶ Our employees (and their family members) or employees of any company involved in the Competition, including any Prize Provider, are not permitted to enter. ▶ We reserve the right to disqualify any entrant or winner who does not comply with any of the eligibility criteria and/or is in breach of these Terms. We reserve the right to repeat the competition mechanic or any stage of it in order to draw a winner that fulfils all of the eligibility criteria and is in compliance with these Terms.

	Other entry restrictions are as follows: Open to UK residents aged 18 years or over on date of entry with a residential postcode beginning with either: G,PA,ML,FK,KA,EH,KY,TD,NE68,NE69,NE70,NE71,CA,DG,IV,AB,PH,KW,DD
5. THE PRIZE	One winner will receive the following prize (the "Prize"): 1 x £150 PERTH GIFT CARD to spend in all participating independent retailers. Gift Card is valid for one year. Cannot be exchanged for cash. Participating businesses can be found here > https://townandcitygiftcards.com/product/perth-kinross-gift-card/ The Prize is provided by Perth City & Towns (the "Prize Provider"). We are not responsible for any aspect of the Prize, including unsatisfactory quality or late delivery or a prize winner being unable to take up any aspect, or the entirety of the prize due to their own circumstances or restrictions. Prizes are non-transferable, non-refundable and no cash alternative will be offered.

OTHER CONDITIONS

- 1. Data Protection.** Names, email addresses, and /or telephone numbers (which, for all SMS competitions, will be shared with our SMS provider) will be collected and used to process entries. Winner's details may be given to a Prize Provider to arrange delivery of the prize. Your details may remain stored after the End Date but will not be used for marketing unless you have ticked an opt-in box on entry. For SMS entries you automatically consent to receive marketing. You may opt out at any time by texting the word STOP to the relevant text shortcode number. If you have opted in to receive marketing communications, then your details will be used in accordance with the information given when you ticked the opt-in box and gave your consent. For more details, see: <http://www.bauerdatapromise.co.uk/>.
- 2. Intellectual Property And Consents.** By entering this Competition, you are consenting to our use of your entry both to publicise this Competition, our radio station or any other radio station which we own or control. This means that we may use all names, images, descriptions, photographs video footage, and other information, which you have submitted on entry, in any media, without paying you any remuneration therefore and without any time restriction. You also agree that we may film, record or photograph you in connection with the competition and/or the Prize if applicable. We will own these films, recordings or photographs and we may use them publicly, including on the internet, for our radio broadcasts and/or for any promotional purposes. You will also have waived any moral rights or right to payment that you may have had.
- 3. Miscellaneous.**
 - ▶ Entries which do not comply with these Terms or the General Competition Terms and Conditions will not be accepted and any entries may be disqualified if we have any reason to suspect that there is a breach of, or non-compliance with, these Terms.
 - ▶ Where a competition mechanic involves the answering of questions, the correct answers to questions must match our answers to win (or be sufficiently close in our sole reasonable opinion) to be acceptable. In the event of any dispute about any answers given and whether they are correct, we reserve the right to amend what we deem a correct answer, however we are not obliged to, and our decision in either case is final and no correspondence will be entered into.
 - ▶ We are not responsible if you fail to get through when you call / text to enter, or if you lose signal during a call.

- ▶ You are responsible for all costs of entry and where necessary, obtaining the bill payer's permission. Please refer to your tariff with your network provider for information about charges you may incur for entry into our competitions via any SMS or phone call entry route.
- ▶ We accept no liability for network, technical or signal errors, issues or failures experienced by entrants when entering the competition or at any stage during the mechanic of the competition.
- ▶ Whilst on-air, you must not make any inappropriate, profane, indecent, harmful or offensive statements. If you do so we reserve the right to take you off-air immediately and disqualify you from the competition. You may be also disqualified from the competition at any time if you are incomprehensible, inaudible or if you appear to be driving, intoxicated or likely to offend listeners. Any prize already won may be withdrawn and re-awarded to another entrant.
- ▶ As far as it is lawful to do so we exclude our liability for any losses suffered in connection with the Competition or any element of the Prize.

We may cancel, end or suspend the Competition where we are required to do so in circumstances outside our control. We reserve the right to amend these Terms at any stage during the Competition if such amendment is necessary to facilitate the administration of the Competition.

- 4. Contact Details.** Any concerns? Please email: heather.cavana@bauermedia.co.uk. Correspondence will not be entered into regarding any competition which has closed more than 14 days prior to correspondence being received.

Bauer Radio Limited is the promoter of this Competition, see: <http://www.bauerlegal.co.uk/radio-website-terms.html> for details of our registered office and company number.