



## **GO TO BERMUDA PRIZE DRAW- TERMS AND CONDITIONS**

### **PRIZE DRAW - TERMS AND CONDITIONS**

1. By submitting an entry to the 'Go to Bermuda' with MDL and Land Rover Prize Draw (the "**Prize Draw**") you confirm your acceptance of these Terms and Conditions and the use of your name and likeness in conjunction with the Prize Draw and in particular the publication of any list of names and publicity for the winners as explained further in these Terms and Conditions. The winners (and their nominated guests) may be asked to take part in post-promotion publicity.
2. This Prize Draw is managed by MDL Marina Limited (the "**Administrator**") on behalf of Jaguar Land Rover Limited, registered in England and Wales, registered office: Abbey Road, Whitley, Coventry CV3 4LF, England, Company No. 1672070 (the "**Promoter**").
3. These Terms and Conditions apply so far as the law permits so please read them carefully before entering.

### **CAN I ENTER THE PRIZE DRAW?**

4. This Prize Draw is free to enter (no purchase necessary).
5. The Prize Draw is open to all UK residents (excluding the Channel Islands, Isle of Man and Northern Ireland) who are aged 18 years or over. Proof of age may be required from the winner.
6. All entrants must hold a UK passport that will remain valid for the duration of the trip to Bermuda and up to 6 months after the end of the trip.
7. The following individuals will not be eligible to enter this Prize Draw:
  - a. anyone involved with the operation, promotion or administration of this Prize Draw; and
  - b. any employees, agents or suppliers of the Promoter or the Administrator or their families and their associated companies or retailer network.

### **HOW TO ENTER**

8. The Prize Draw is open from May 15th 2017 at 12:00AM and will close at 11:59PM GMT on May 29<sup>th</sup> 2017 (the "**Prize Draw Period**"). Any entries received after this period will not be considered valid and will not be entered into the Prize Draw.
9. To enter the Prize Draw, you will require internet access and you will need to register your details at <http://landroverbar.mdlmarinas.co.uk> (the "**Platform**").
10. Only entries received within the Prize Draw Period and in accordance with these Terms and Conditions will be eligible for entry into the Prize Draw.
11. Only one entry per person is permitted for the Prize Draw. Where an individual makes multiple entries from a single account, only their first entry will be deemed as valid. If an individual makes multiple entries from different accounts, all of their entries will be deemed as invalid.
12. If for any reason a technical interruption, fault or site failure occurs, neither the Promoter nor the Administrator accepts any responsibility for incomplete or late entries and any such entries will not be considered valid.

### **THE PRIZE**

14. One prize is available for the winner and their nominated guest. The prize will consist of:
  - Two economy flights from a London airport (to be confirmed nearer to the time of travel) to L.F. Wade International Airport on 8<sup>th</sup> June 2017 at (at a time to be determined nearer to the date of travel):
  - Two economy flights from L.F. Wade International Airport to a London airport (to be confirmed nearer to the time of travel) on 13<sup>th</sup> June 2017 (at a time to be determined nearer to the date of travel).



- Transfers from and to L.F. Wade International Airport and the Cambridge Beaches Resort and Spa in Bermuda;
- 5 nights at the Cambridge Beaches Resort and Spa in Bermuda on an all-inclusive basis. This includes 3 meals per day with breakfast at the hotel, lunch at the hotel or on board the hospitality boat for the days spent at the Land Rover BAR water race and dinner at the hotel or an offsite location nominated by the Promoter;
- Two 2-day tickets for the Land Rover BAR on water race with all-inclusive food and drink; and
- 2 days taking part in a variety of Bermudian experiences to be selected by the winning entrant from a list provided by the Promoter.  
(the “Prize”)

15. As the Prize will involve fixed dates, it is the responsibility of the winning entrant to ensure that they and their nominated guest are available.

16. The Prize does not include any other costs and/or expenses other than those detailed in clause 14 above.

17. For the avoidance of doubt, it will be up to the winning entrant and their nominated guest to obtain the correct level of travel insurance and the relevant visas to take up the Prize. The Promoter reserves the right to require evidence that the requisite travel insurance and visas have been obtained prior to the winner taking up the Prize.

18. For the avoidance of doubt, it will be up to the winning entrant and their nominated guest to obtain any necessary vaccinations in order to take up the Prize

19. Each valid entry received during the Prize Draw Period will be allocated a unique number. These numbers will then be placed into a random number generator on the 30<sup>th</sup> May 2017 (the “**Selection Date**”) and one number will be drawn at random to determine the winning entrant. This process will be observed and verified by an independent observer. The selection process is final and no correspondence will be entered into thereafter.

20. The winning entrant will be contacted within 1 working day of the Selection Date. The Promoter will use the contact details supplied by the winning entrant at the point of entry to contact the winner and will not be responsible if the contact details supplied to it are incorrect. Please ensure that the contact details you provide are valid in order for the Promoter to contact you if you win.

21. The winning entrant will be asked to confirm their name and postal address and that they accept the Prize by replying to the Promoter. If the winning entrant cannot be contacted within 2 working days after the first attempt to contact them, or declines to claim the prize for any reason, then the Promoter reserves the right (at its absolute discretion) to offer that Prize to another entrant who will be selected at random in accordance with the process described above. No alternative prize will be awarded to the original winning entrant.

24. The tickets associated with the Prize will be emailed to the winner by the Promoter. The Promoter will thereafter liaise directly with the Winner in organising and managing the delivery of the prize.

25. If the Promoter and/or the Administrator subsequently discover that a winner’s entry was invalid, either for breach of these terms and conditions, or as a result of foul play or unethical conduct, the Promoter and/or the Administrator reserves the right not to award the Prize to that winner and another entrant will be selected, in accordance with the process described above, as the winner. In that event, the original winner agrees to return the Prize (at his/her expense) immediately to the Promoter.

26. If the Prize offered is unavailable, cancelled or suspended due to circumstances beyond the control of the Promoter, the Promoter has the right, but is not obliged, to offer an alternative prize of equal or greater value to the face value of the Prize. The winning entrant will not be entitled to any monetary equivalent or compensation for any costs or expenses incurred or suffered in connection with taking up the Prize.

27. There is no cash or credit alternative and the Prize is non-transferable, non-negotiable and is not for resale.

28. In all circumstances the Promoter's decision is final and no correspondence will be entered into.

## **LIABILITIES**

29. Neither the Promoter nor the Administrator, nor their respective group companies, nor their respective affiliates, agents, officers or employees will be liable (to the extent permitted by law) for any loss or damage arising out of organising or holding this Prize Draw, participation in any activities or as a result of a winner winning, collecting, using or enjoying the Prize, or if the Prize Draw does not run as planned. This clause does not seek to exclude the liability of the Promoter, the Administrator, any related third party and their respective group companies for (a) death or personal injury caused by their negligence, (b) fraud or



fraudulent misrepresentation, and/or (c) any other matter for which it would be unlawful for it to exclude or attempt to exclude their liability.

30. The Promoter may change these Terms and Conditions or cancel the Prize Draw at their absolute discretion without incurring liability as a result unless the Prize has been awarded.

32. The Prize Draw is in no way sponsored, endorsed or administered by, or associated with any other third party. No third party is responsible to participants in respect of any aspect of this Prize Draw. By entering this Prize Draw you are providing information to the Promoter and the Administrator. The information provided will be used in accordance with Jaguar Land Rover Limited's Privacy Policy.

### **USE OF PRIZE DRAW ENTRIES AND PERSONAL DATA**

33. By entering the Prize Draw you agree that the Promoter and/or the Administrator (and their retailers, franchise partners, agents, contractors and group members on their behalf), may collect, process, store, distribute, retain and/or use the information (including personal data) you provide in your Prize Draw entry and in the process of entering:

- to enable them to administer your entry in the Prize Draw, including deciding whether it accords with these Terms and Conditions;
- to notify you if you are the winning entrant of the Prize Draw. If you are the winning entrant, then your name(s) may be published including, without limitation, on the official Prize Draw site, the Promoter's own website and/or that of the Administrator, in other promotional materials and/or publications associated with the Prize Draw and/or notified on request to members of the public; and
- to share with organisations assisting with the conduct of the Prize Draw and fulfilment of the Prize.

34. Unless you have opted out in the entry form, the Promoter (and their retailers', franchise partners', agents', contractors' and group members') reserves the right to contact all entrants regarding various products, services, promotions and other related communications. If you no longer want to be contacted, you should email the Administrator at: [enquiries@mdlmarinas.co.uk](mailto:enquiries@mdlmarinas.co.uk). You will also have the opportunity to opt-out of future correspondence in any subsequent communications.

35. These Terms and Conditions and any disputes arising therefrom shall be governed and construed in accordance with English law. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to deal with any dispute or claim that arises out of or in connection with these Terms and Conditions and the Prize Draw including non-contractual claims.

### **OTHER IMPORTANT INFORMATION**

36. You agree that by entering this Prize Draw, you will comply with the terms and conditions applicable to the issue and use of the America's Cup tickets available and set out at [www.americascup.com](http://www.americascup.com) or such other webpage as determined by America's Cup.

37. The winning entrant and his/her guest acknowledges that he/she may be required to enter into a direct acknowledgement and/or agreement with America's Cup and/or the tournament organiser concerning use of the tickets and compliance with ticket terms and conditions prior to receiving the Prize.

### **CONTACT DETAILS**

38. To find out the name of the winning entrant please send your request by:

- a. Email to [enquiries@mdlmarinas.co.uk](mailto:enquiries@mdlmarinas.co.uk); or
- b. Post to Marketing Department, Marina Developments Limited, Outlook House, School Lane, Hamble, Southampton SO31 4NB

within six weeks of the Prize Draw Period ending.