

# **Terms & Conditions**

## TERMS and CONDITIONS FOR THIS HOUSE COMPETITION

This competition will run for a minimum period of four (4) Months, unless at the end of the four months the minimum amount of 90,000.00 (ninety thousand) tickets (NOT including the FREE tickets) has not been achieved to allow the Property to be won, then the competition will run for up to a further six (6) months at the Promoter's discretion, at which time a new closing date will be declared.

If the minimum target of tickets has not been met by the end of the extra six (6) months, then the property will NOT be the Prize of the competition. The winning Prize will be a cash amount, this amount depending on how many tickets were sold (Not including the Free tickets), then after deductions for the costs of running this Competition, the winning amount will be 60% (sixty percent) of the overall amount taken, after the deductions.

The cost of tickets is as follows:— £15.00 for one ticket or Buy two (2) tickets for £30.00 and you will get One (1) FREE. This will remain the same for the duration of this Competition. Please note that these prices are charged for EACH time you enter

The Winner of this Competition prize, be it either the Property or the Cash prize, will be the entry that has guessed either the correct or nearest to the correct weight of the plastic jar filled with Sea pebbles of different sizes, which is in a locked cage. You must only guess the weight of the Jar NOT including the cage it is locked in. The Jar was filled at the beach and then placed in the cage and locked by Dean Thomas (all can be seen on video), he then returned it to his business premises to be held for safe-keeping and to be on display so that people may view the Jar before participating In the Competition. In the event that more than One (1) entry has guessed the same correct or nearest to correct weight amount, then those entries will be placed in a box with lid, shaken up and then the Winner will be the only ticket pulled out of that box by Dean Thomas, who has kept the jar in locked cage at his Retail premises Hoghouse Animal Feeds, for safe-keeping and for people to view if they so wish. This event has been videoed and placed on the website. Please note that Dean Thomas has

NO access to the key of the locked cage containing the Jar and Nobody knows the weight of the Jar. You must guess only the weight of the Jar NOT including the cage it is contained in.

The plastic, sea pebble filled jar is in a locked cage and will NOT be weighed until the Competition has ended and for the duration of this Competition it will remain in the safe keeping of Dean Thomas and only he will weigh the jar at the end, whereupon the Jar will be removed from the locked cage and weighed and this event will be videoed and placed on the website.

In the interest of protecting the Entrants and this Competition Site from Fraud and Hackers etc; the purchase of tickets to enter this Competition can only be made by BACS or online banking transfer, therefore eliminating any use of cards, so NO card details can be hacked. We do hope you understand that this is in your best interests and also to protect the Competition from being ended at any time before the end date/s because of any Fraud being attempted or committed.

Please take note that in the unlikely event of Twelve Hundred (1200) or less tickets being sold (Not including FREE tickets) than there will be NO prize whatsoever. The costs of running this Competition will be deducted and then the remaining amount of cash will be split equally and given to Two Charities for animals and children, for which this information will be placed on the website.

#### Definitions:

Closing date: 12.00 GMT on 16th May 2020 so long as the minimum number of 90,000.00 tickets (NOT including FREE tickets) has been sold, if not then the competition will run for a further six (6) months or less at the discretion of the Promoter at which time a new closing date will be confirmed.

Competition: The competition operated by the Promoter to which these Terms and Conditions apply, wherein the Entrants submit entries via the website: <https://winyourhomefromhome.com>

Guess The Weight: The Guess the Weight competition which the Entrant must play using skill and judgement to obtain an opportunity to purchase an Entry in order to be included in the competition draw to select a winner. The winning ticket will be the one that guesses either the exact weight or nearest to the exact weight. The weight of said Jar only does NOT include the weight of the cage it is locked in and the weight will NOT be known until the competition has ended, which is when the Jar

will be removed from the locked cage and weighed and this will be videoed for all to see. Until then nobody whatsoever knows the weight of the Jar.

Entrant: Any person worldwide aged 18 years old or over (excluding anyone that is professionally connected with the administration of the promotion, or their immediate families (defined as parents, children, siblings, spouse and life partners)), who enters the Competition through the Website to win the Prize in accordance with these Terms and Conditions.

Entry fee: The cost of a single entry to the competition of Win a house, Guess The Weight, is £15.00 or you can Buy TWO Get ONE FREE

Minimum number of paid entries (minimum threshold): 90,000.

Opening date: 16th January 2020

Prize: 100% share of the House as advertised. The prize includes any Stamp Duty Land Tax costs, solicitors' conveyancing fees including VAT for the Transference of ownership to the winner, it does include some furnishings and all fixtures and fittings, eg: lights and fitted carpets/ flooring. The Single storey Barn annexed to the House will be left fully furnished, all white goods in Kitchen, all bedroom furniture, dining table + 4 chairs, Large sofa, two side tables, Flat screen TV/DVD/CD, cutlery, plates, mugs and kettle. The main house will be left 4 double beds with 4 memory foam mattresses, 3 dressing tables/drawers, 2 flatscreen TV/DVD/CD, 6 side tables, white goods in smaller kitchen including, fridge, freezer, dishwasher, washing machine, built-in double oven and hob with extractor fan over. Also in the hay barn a large ride-on mower will be left and two picnic tables with benches. In the event that the minimum threshold is not met by the Closing date, the prize will be the funds raised from all ticket sales minus 40% of the funds raised from all ticket sales for marketing and administrative costs and an additional deduction for all relevant taxes.

Promoter: Mr. A.B. Wilson

Valuation: The Prize property is valued at approximately in excess of £980,000.00k according to an independent valuation.

Website: Refers to the website, <https://winyourhomefromhome.com>, operated by the Promoter in relation to the competition.

#### General

1. By entering the Competition via the Website, Entrants are deemed to have read and accepted these Terms and Conditions and agree to be bound by them. Upon entering the Competition, ALL entrants must submit their details as requested (the winner will be asked for their address details), which will be used for the following purposes:
  - To notify the Prize winner that they have won a prize; and
  - To post the name and county or Country of residence of the winner on the Website.
2. All Entrants are solely and completely responsible for providing the Promoter with accurate and current contact details. Entrants may request that the Promoter modifies or updates supplied contact information during the course of the Competition by emailing to the Promoter at the address listed above.
3. All Competition entries must be received no later than the Closing date. Entries after the Closing date are automatically disqualified.
4. The Promoter will be in no way liable for any failure or inability to make contact with any Entrant due to any errors, omissions or inaccuracies in the contact details provided by the Entrants or otherwise.
5. The Entrants and the Promoter recognise that the Promoter may use their contact details and other data including personal data supplied by the Entrants to the Promoter to administer the Website and conduct the Competition according to these Terms and Conditions. Personal details will at all times be kept in accordance with the Data Protection Act 1998. This information will only be used for the administration of this Promotion.
6. The Competition is operated by the Promoter.
7. The Competition is open worldwide for entrants aged 18 years old or over, excluding the Promoter, agents, professional advisors, and their immediate families (defined as parents, children, siblings, spouse and life partners), or anyone else professionally connected with the promotion. The Promoter will not be liable in any way if an Entrant enters the Competition unlawfully.

8. By entering into the Competition, all Entrants must confirm that they are eligible to enter the Competition and to claim any prize. The Entrants and the Promoter recognise that the Promoter may require proof of an Entrant's eligibility.
9. By entering into the Competition, all Entrants acknowledge that their payment of £15.00 (including £0.25 for booking fee) per entry to answer the Guess The Weight, and thereby enter the Competition, does not guarantee in any way that they will win the Prize. Payments for tickets will only be accepted in pounds sterling.
10. The Promoter does not in any way guarantee the value of the Prize due to fluctuations in the housing market.
11. The Entrants and the Promoter recognise that the Competition, its administration and all associated activities are governed by English Law and shall be the exclusive jurisdiction of the courts of England and Wales.
12. There is no limit to the number of entries that any one person can make via the Website.
13. Entries into the Competition are final and there shall be no refunds of Entry fees for any reason, with the exception of submissions after the close date. If entrants suspect that their bank account details were used fraudulently to purchase tickets, they must notify the Promoter within 24 hours of the tickets being purchased and no later than the Closing date by sending an email to: [info@winyourhomefromhome.com](mailto:info@winyourhomefromhome.com)

### The Prize

The Prize will be transferred by the Promoter's designated Solicitor to the Winner of the Competition free from all mortgages, charges and other encumbrances, at the Promoter's expense and including all fees, charges and taxes as stated and registered at HM Land Registry in the winner's name. If the House is not the prize due to insufficient ticket sales (but more than 1200 sold tickets) then the Cash prize (minus 40% for administration and Marketing expenses and any relevant taxes) will be given to the Winner of the Competition by the Promoter's designated Solicitor.

15. All future bills associated with the property become the sole responsibility of the winner. Entrants must ensure that they are able to make these payments before entering this Competition.
16. For the avoidance of doubt, the Prize is non-negotiable and non-transferable.

17. Winners are responsible for any taxes or expenses not expressly included in the Prize.

#### The Competition

18. The process to determine the Prize winner, will begin the day after the closing date and a final decision will be made within 14 days of that date.

19. The price of entering the Competition is £15.00 (including £0.25 for booking fee) per entry or buy two for £30.00 and get one FREE so if you buy Four tickets you will get Two FREE and so on and is payable by bacs or on-line banking, direct into the account for the competition.

20. The Entrant recognises that they must exercise skill and judgement to play the Guess the Weight game.

21. When completing their entry, Entrants will be required to provide their name, contact telephone number and email address to the Promoter. Once the Entry is paid, the Entry will be submitted and the Entrant will be informed by email within 48 hours of submission. The winner will be selected from all valid entries that have used their skill and judgement to play the Guess The Weight game and have guessed either the correct or nearest to correct weight. In the event that there is more than one entry that has guessed the weight either correctly or identically nearest to the correct weight, then those entries will be put into a box and only one will be withdrawn from the box. This will be videoed for all to see.

23. When the Closing date is reached, the Competition will close. If the Minimum number of entries is not met once the Closing date is reached, then the competition will run for a further six (6) months or less, at the discretion of the Promoter and if at the end of the extra six months the minimum ticket sales has still not been reached then the Prize winner will receive the value of ticket sales sold less a deduction of 40% for administrative and marketing expenses and any relevant taxes so long as more than 1200 ticket sales (NOT including FREE tickets) have been received.

24. The winner will be informed directly via the email address and/or telephone number provided on the entry within 7 working days of winner selection. Only the winner will be notified. The winner will be required to respond within 28 days of initial contact, to confirm eligibility and acceptance of the Prize. If a winner does not respond within 28 days of initial contact, the Promoter reserves the right to disqualify the winner. If a winner is disqualified, the Promoter reserves the right to award the Prize to an alternate winner selected in the same manner.

25. The Promoter accepts no liability or responsibility if a winner is not able to claim or does not accept a Prize for any reason.

#### Other issues

26. All entry fees will be maintained in a separate bank account solely used for the Competition and for the duration of the Competition and the winner will either have the house transferred over to them by the Promoter's designated Solicitor or they will receive a cash prize transferred to them by the designated Solicitor, so long as more than 1200 paid tickets have been received.
27. The winner of the Competition agrees to allow the Promoter to use their name and county or Country of residence to announce the winner of the Competition
28. The Promoter makes no representation or warranty as to the Valuation or the Prize, relating to its structural or cosmetic condition or its ability to be sold. Entrants should make and rely on their own enquiries and legal advice about the Prize before entering the Competition. The Promoter is not responsible or liable in any way for the Valuation and makes no representation or warranty in respect of its accuracy.
30. The Promoter will not be liable for any loss suffered by an Entrant as a result of incomplete entries or failed computer communications or for any loss suffered as a result of the use of the Website.
31. All entries must be made directly by the person entering the Promotion and may not be made jointly or on behalf of another individual. Bulk entries from trade, consumer groups or third parties will not be accepted. Incomplete or illegible entries and entries which do not satisfy the requirements of these Terms and Conditions in full will be disqualified and will not be counted. The Promoter accepts no liability for illegible, incomplete or late entries.
33. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of infection by computer virus, network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or any cause beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion, or invalidate any affected entries. If the Competition receives 1200 or less entries (NOT including FREE tickets) in the initial four months, then it will be closed and those tickets

will be non-refundable as costs will be deducted and any remaining funds will be split between two charities for children and animals for which information will be given on the website, therefore upon entering this Competition you are acknowledging and accepting this non-refundable condition and the Promoter will owe no liability to Entrant.

34. An entry shall be declared void (without any refund being given) if the entrant engages in:

- Any form of fraud (actual or apparent);
- Fraudulent misrepresentation;
- Fraudulent concealment;
- Hacking or interference with the proper functioning of the website;
- Amending, or unauthorised use of any of the code that constitutes the Website.

35. The Promoter and its 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 (including personal injury, death and fraud) in which case that liability is limited to the minimum allowable by law.

36. If any provisions of these Terms and Conditions are judged to be invalid, illegal or unenforceable, this shall not affect or impact the continuation in full force and effect of the remainder of the provisions.

37. Each entrant should retain a copy of these Terms and Conditions for their future reference.