

PRIZE DRAW TERMS AND CONDITIONS – [Away shirt – Win a mascot experience]

1. By entering into this prize draw you are confirming that you have read, accepted and agree to be bound by these Terms.
2. The prize draw is open to home supporters aged 18 or over residing in England, Wales or Scotland. Entries from supporters aged under 18 require adult permission from a parent or guardian.
3. The prize winner must nominate a mascot aged between 5 and 12 years of age. If the winner cannot nominate a child that meets the criteria, a new winner will be selected.
4. The winner must provide the nominated mascot's information within 48 hours of being contacted. Failure to comply will result in a new winner being selected.
5. Employees or consultants of the Promoter or the Promoter's group companies, their families, agents or any third party directly associated with administration of the prize draw are not permitted to enter the prize draw.
6. The opening date for entries is [12:00] on [04/04/23] The closing date of the prize draw is [23:59] on [16/04/23]. Entries received after this time will not be considered.
7. To enter you must between the Opening Time and Closing Time. Purchase an 22/23 adult or a junior away shirt in-store or online. By submitting such entry you confirm that you have the necessary consents to post such entry (this includes the parent or legal guardian of a Child where you are not that Child's parent or legal guardian). The person that enters the prize draw shall be the person who makes the transaction.
8. For transactions that take place in-store, an entry form must be completed to enter. We will not accept a receipt as proof of entry.
9. Only one entry per person is permitted. Entries on behalf of another person will not be accepted and joint submissions are not allowed. The Promoter reserves all rights to disqualify you if your conduct is contrary to the spirit or intention of the prize draw.
10. Entries submitted that are (a) automatically generated by a computer, (b) completed by third parties or in bulk, (c) illegible, have been altered, reconstructed, forged or tampered with or (d) incomplete are not valid entries and will not be submitted into the prize draw.
11. In entering the prize draw, you confirm that you are eligible to do so and eligible to claim the prize. The Promoter may require you to provide proof that you are eligible to enter the prize draw and to claim the prize.
12. The Promoter accepts no responsibility for entries that are lost, not successfully completed, mislaid, damaged and/or delayed in transit, regardless of cause, including, for example, due to equipment failure, a technical fault, technical malfunction, computer hardware or software failure, satellite, network, systems or server failure of any kind. The Promoter will not accept proof of transmission

as proof of receipt of entry to the prize draw. The Promoter accepts no responsibility for any entries not validly completed for any reason.

13. A winner will be chosen by random draw within [72] hours days of the closing date (19/04/23).
14. The winner of the prize draw will receive 2 match tickets and a place for a child to be our Away Mascot for the match against Swansea City on Monday, 8th May. Please note, the two tickets provided will cover one adult and the mascot.
15. The Promoter will make all reasonable efforts to contact the prize winner by notifying the prize winner via email. A prize winner must provide their name and a postal address to claim their prize. A prize can only be posted to a residential address in [England, Scotland or Wales]. If a winner cannot be contacted or is not available, or has not claimed their prize within [2] days of being notified by the Promoter, then the winner's prize will be forfeited and the Promoter will be entitled to select another winner in accordance with the process described above. The prize may not be claimed by a third party on a prize winner's behalf. You warrant that all information submitted by you to the Club is true, accurate and complete.
16. Subject to events outside the reasonable control of the Club, the prize will be sent to the winner by post within [5] days of the Club being notified of the relevant postal address (except where the prize has been forfeited in accordance with clause [13] above).
17. The prize for the winner is non-exchangeable, non-negotiable, non-transferable and no cash alternative is offered.
18. The Promoter does not accept any responsibility if you are not able to take up the prize.
19. The prize is subject to availability. The Promoter reserves the right to replace the prize with an alternative prize of equal or higher value if circumstances beyond the Promoter's control make it necessary to do so.
20. You agree that the Promoter may, but is not required to, make your entry available on its website, social media accounts and/or any other media, whether now known or invented in the future, and in connection with any publicity of the competition and/or the Promoter. **By posting an entry you grant the Promoter and confirm that you have all necessary consents to grant the Promoter a free, non-exclusive, worldwide perpetual and irrevocable licence to use, display, publish, transmit, copy, edit, alter, store, re-format and sub-licence your prize draw entry and any accompanying materials for such purposes.** Where the Promoter contacts you, the prize winner agrees to take part in any further reasonable publicity and promotion that may be organised by the Promoter.
21. The Promoter must either publish or make available information that indicates that a valid award took place. Subject always to receiving the consent of the prize winner, the Promoter will make available the surname and county of major prize winners and, if applicable copies of their winning entries, to anyone who emails **marketing@wbafc.co.uk** or writes to West Bromwich Albion Football Club Limited of The Hawthorns, West Bromwich, West Midlands B71 4LF (enclosing a

self-addressed envelope) requesting such information within [one] month after the Closing Time. If you object to any or all of your surname, county and winning entry being published or made available, please contact the Promoter by emailing marketing@wbafc.co.uk. In such circumstances, the Promoter must still provide the information and winning entry to the Advertising Standards Authority on request.

22. Participants are deemed to have accepted and agreed to be bound by these terms and conditions upon entry. The Promoter reserves the right to refuse entry or refuse to award the prize to anyone in breach of these terms and conditions.
23. The Promoter reserves the right to hold void, cancel, suspend, or amend the promotion where it becomes necessary to do so.
24. **Insofar as is permitted by law, the Promoter will not in any circumstances be responsible or liable to compensate the winner or any other person/third party or accept any liability for any loss, damage, personal injury or death occurring as a result of entering the prize draw, winning the prize draw and/or taking up the prize except where such liability is caused by the negligence of the Promoter or that of their employees. Your statutory rights are not affected.**
25. Nothing in these terms and conditions excludes or limits the Promoter's liability for death or personal injury arising from its negligence, or the Promoter's fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.
26. **Personal data supplied during the course of this promotion will only be processed as set out in the Promoter's *Privacy Policy* See also condition [19] with regard to the announcement of winners.**
27. The decision of the Promoter regarding any aspect of the prize draw is final and binding and no correspondence will be entered into about it.
28. If there is any reason to believe that there has been a breach of these terms and conditions, the Promoter may, at its sole discretion, exclude you from the prize draw.
29. The prize draw will be governed by English law and entrants to the prize draw submit to the jurisdiction of the English courts.
30. If you have any questions about how to enter the competition or any questions in connection with the competition, please email marketing@wbafc.co.uk and Away shirt – win an away mascot competition in the subject header line. Please do not email the Club to enter the prize draw (such emails will not be entered into the prize draw); only email if you have difficulties using the application process.
31. The Promoter of this prize draw is West Bromwich Albion Football Club Limited of The Hawthorns, West Bromwich, West Midlands B71 4LF.