

## WEST BROMWICH ALBION FOOTBALL CLUB

### PRIZE DRAW TERMS AND CONDITIONS FOR PRIZE DRAW: MATCHDAY HOSPITALITY DRAW – ROTHERHAM UNITED

Details of how the Promoter uses and protects your personal data, as well as your rights in respect of it, how to exercise your rights and how to contact us is set out in our Prize Draw Privacy [Notice](#).

More information about how the Promoter processes personal data in general can be found in our Privacy Policy at <https://www.wba.co.uk/privacy-policy>.

#### **Information about other people**

If you provide information to us about any other people, you must give them a copy of the Club Privacy <https://www.wba.co.uk/privacy-policy> Policy so that they understand how their information will be used. You should only provide information about them if you are authorised to do so.

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 free to enter and no purchase is necessary; however, each entrant will need an internet connection and no refund may be claimed for expenses incurred in participating in the competition, including in relation to use of the internet.
3. The prize draw is open to Promoter home supporters aged 18 or over residing in England, Wales or Scotland who are participating in hospitality in the Richardson or Millichip suite at the Rotherham United match held at The Hawthorns on Wednesday 10<sup>th</sup> April 2024 (the “**Match**”).
4. 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.
5. The prize draw shall be open for entries between 17:00 on 10/04/2024 (“Opening Time”) and 20:00 on 10/04/2024 (“Closing Time”). Entries received after the Closing Time will not be considered.
6. To enter you must, between the Opening Time and Closing Time, (1) scan the QR code or go to <https://www.wba.co.uk/202324-hospitality-competition> and (2) answer and submit the question and

required contact details on the form found at <https://www.wba.co.uk/202324-hospitality-competition/>

7. 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.
8. 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, (d) incomplete (e) submitted by an individual not eligible to participate in the prize draw and/or (e) fraudulent are not valid entries and will not be submitted into or removed from the prize draw.
9. 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.
10. 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.
11. The winner will be the person who answers the question correctly or is the closest. There will then be a secondary question in the event of a tiebreak.
12. The winner of the prize draw will receive as the prize: **Bottle of Champagne.**
13. The Promoter will make all reasonable efforts to contact the prize winner by notifying the prize winner via email or phone (where relevant contact details are provided) or in person where the prize winner is announced on the same date as the Closing Time. A prize winner must provide their name and a postal address (including their county of residence) to claim their prize. If a winner cannot be contacted or is unable to collect their prize on the day of the match, then the winner's prize will be forfeited. 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.
14. The prize for the winner is non-exchangeable, non-negotiable, non-transferable and no cash alternative is offered. The prize winner shall be solely responsible for all taxes and the reporting consequences thereof and for any other fees and costs associated with the prize. If any taxes, costs and/or fees are levied against the Club in respect of the prize, the Club may recover those taxes, costs and/or fees from the prize winner and the prize winner agrees to reimburse the Club

for such taxes, costs and/or fees. The prize winner shall also be responsible for all costs relating to the use of the prize.

15. The Promoter does not accept any responsibility if you are not able to take up the prize.
16. 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.
17. 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 [hospitality@wbafc.co.uk](mailto:hospitality@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 [hospitality@wbafc.co.uk](mailto:hospitality@wbafc.co.uk). In such circumstances, the Promoter must still provide the information and winning entry to the Advertising Standards Authority on request.
18. 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.
19. The Promoter reserves the right to hold void, cancel, suspend, or amend the promotion where it becomes necessary to do so.
20. **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.**

21. 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.
22. **Personal data supplied during the course of this promotion will only be processed as set out in the Promoter's Prize Draw Privacy Notice. See also condition 19 with regard to the announcement of winners.**
23. 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.
24. 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.
25. The prize draw will be governed by English law and entrants to the prize draw submit to the jurisdiction of the English courts.
26. If you have any questions about how to enter the prize draw or any questions in connection with the prize draw, please email [hospitality@wbafc.co.uk](mailto:hospitality@wbafc.co.uk) and include **MATCHDAY HOSPITALITY DRAW 10/04/23**
27. 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.
28. The Promoter of this prize draw is West Bromwich Albion Football Club Limited of The Hawthorns, West Bromwich, West Midlands B71 4LF.