

## WEST BROMWICH ALBION FOOTBALL CLUB

### TERMS AND CONDITIONS FOR BAGGIE BIRD'S BONUS BALL AT WBA V DERBY COUNTY 21/04/2025

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 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 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 a season ticket that allows the entrant access to the Match and 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 only open to Promoter home 24/25 full or part season ticket holders' supporters aged 18 or over residing in England, Wales or Scotland who are attending the Match that are not suffering from any medical condition that would prevent them from participating in the prize.
4. Employees or consultants of the Promoter, their families, agents or any third party directly associated with the administration of the prize draw are not permitted to enter the prize draw.
5. The prize draw shall be open for entries between 10:00 on 14/04/2025 ("**Opening Time**") and 10:00 on 16/04/2025 ("**Closing Time**"). Entries received after the Closing Time will not be considered.
6. To enter you must during the Opening Time and Closing Time complete the registration form found <https://www.wba.co.uk/news/baggie-birds-bonus-ball-applications-open-derby-county-clash>
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 Chance to Score. The Promoter may require you to provide proof that you are eligible to enter the prize draw and to claim the Chance to Score.
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. A winner of the prize draw will be chosen by random draw within 24 hours of the Closing Time. The winner of the prize draw will receive the opportunity of participating in a Chance to Score on the Hawthorns pitch during half time to win a range of prizes. The Promoter will make all reasonable efforts to contact the prize draw winner by notifying the prize draw winner via email or phone (where relevant contact details are provided) within 24 hours of the Closing Time. A prize draw winner must provide their name and a postal address to claim the Chance to Score, such postal address must be a residential address in England, Scotland or Wales. If a prize draw winner cannot be contacted or is not available, or has not claimed the Chance to Score or has not confirmed they will attend the Match and want to participate in the Chance to Score within 24 hours of being notified by the Promoter, then the winner's opportunity to participate in the Chance to Score will be forfeited and the Promoter will be entitled to select another winner in accordance with the process described above. The Chance to Score may not be claimed by a third party on a prize draw winner's behalf. You warrant that all information submitted by you to the Club is true, accurate and complete. To participate in the Chance to Score a prize draw winner must attend the Match and be available to participate at such time(s) notified by the Promoter to the prize draw winner. No match tickets to the Match will be provided to the prize draw winner or any other person. No guests of the prize draw winner may accompany the prize draw winner on the pitch.
12. **Chance to Score** means: three chances (each from a different distance as notified to the prize draw winner by the Promoter) to score a goal at half time of the Match (or such other time before or after the Match as notified to the prize draw winner by the Promoter) against Baggie Bird or an alternative goalkeeper as advised by the Promoter from time to time. No practice attempts are allowed unless permitted by the Promoter on the day of the Match (although the practice attempt does not count towards the three chances and therefore no prizes can be won as a result of scoring a goal on a practice attempt). For a goal to be deemed scored the whole of the ball must pass between the goalposts and under the crossbar of the goal being used as part of the competition at the Match. The Promoter will determine whether a goal has been scored and its decision shall be final. The ball used will be the ball provided by the Promoter. The Chance to Score will be conducted in three stages and the prizes will be awarded accumulatively.
13. If the prize draw winner is successful in scoring such a goal (the "**Goal Scorer**"), then the Goal Scorer will win the prizes outline below (at the discretion of the Promoter). The Goal Scorer will have the opportunity to win one or multiple prizes. For example, if the goal scorer successfully completes chances one and three, they will be eligible to claim the prizes stated for stage one and three attempts but not the prize stated for stage two.

### **Prizes**

- Goal scored in stage one – a WBA branded prize with a value of £10 or more
  - Goal scored in stage two - a WBA branded prize with a value of £20 or more
  - Goal scored in stage three – a match worn 24/25 replica shirt signed by a player from the Men's First Team who played in the WBA v Derby County fixture on 21/04/2025 (the player's shirt will be determined at The Promoter's discretion and the Goal Scorer may not request a specific shirt)
14. No prizes will be provided if the prize winner fails to score such a goal. The prizes are subject to availability and the Promoter terms and conditions. The Goal Scorer will be contacted within five working days of the fixture 28/04/2025 by The Promoter to organise the collection or postage of the prizes.
  - 15.
  16. When participating in the Chance to Score, the prize draw winner must (i) act responsibly and sensibly at all times; (ii) not participate if they are under the influence of alcohol or

- drugs, (iii) not participate if they are unwell and/or are displaying symptoms of any infectious disease (including Covid-19), (iv) use any equipment provided to the prize winner safely and as described, (v) follow any safety warnings or instructions displayed or given to them in respect of the prize, (vi) comply with Club rules at all times and (vii) supply their own footwear that is deemed appropriate by The Promoter (studded or astro turf football boots) and wear their footwear throughout the participation of the Chance to Score. The Promoter is not qualified to express an opinion that the prize draw winner is fit to safely participate in the Chance to Score. The prize draw winner must satisfy itself that they are in good health and are medically fit to participate in the Chance to Score or obtain their own medical advice to confirm this before doing so. The prize draw winner must not participate in the Chance to Score where to do so would go against medical advice.
17. The Chance to Score for the prize draw winner and the prizes won by the Goal Scorer are non-exchangeable, non-negotiable, non-transferable, non-saleable and no cash alternative shall be offered. The Goal Scorer shall be solely responsible for all taxes and the reporting consequences thereof and for any other fees and costs associated with the prizes. If any taxes, costs and/or fees are levied against the Club in respect of the prizes, the Club may recover those taxes, costs and/or fees from the prize draw winner and the prize draw 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.
  18. The Promoter does not accept any responsibility if you are not able to take up the Chance to Score and/or if the Goal Scorer is not able to claim the prizes.
  19. The Chance to Score and the prizes are both subject to availability. The Promoter reserves the right to replace the Chance to Score and/or the prizes with an alternative of equal or higher value if circumstances beyond the Promoter's control make it necessary to do so. The Promoter reserves the right to cancel the Chance to Score at WBA v Derby County on 21/04/2025 due to unacceptable weather conditions. The Goal Scorer will be notified directly by The Promoter and will automatically be selected to participate at the next applicable fixture.
  20. 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 draw winner, the Promoter will make available the surname and county of the prize draw winner and/or the Goal Scorer to anyone who emails [marketing@wbafc.co.uk](mailto: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 for the prize draw and one month after the Match for the winner of the prizes. 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](mailto:marketing@wbafc.co.uk). In such circumstances, the Promoter must still provide the information and winning entry to the Advertising Standards Authority on request.
  21. Participants in the prize draw and the Chance to Score are deemed to have accepted and agreed to be bound by these terms and the terms and conditions of entry that apply to the Match. The Promoter reserves the right to refuse entry into the prize draw and/or refuse to award the Chance to Score and/or the hospitality package to anyone in breach of these terms and conditions.
  22. The Promoter reserves the right to hold void, cancel, suspend, or amend the promotion (including without limitation the rules that apply to such promotion) where it deems it necessary to do so.
  23. **Insofar as is permitted by law, the Promoter will not in any circumstances be responsible or liable to compensate the prize draw winner, participant in the Chance to Score, Goal Scorer and/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 Chance to Score or the hospitality**

**package except where such liability is caused by the negligence of the Promoter or that of their employees. Your statutory rights are not affected.**

24. 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.
25. **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 17 with regard to the announcement of winners.**
26. The decision of the Promoter regarding any aspect of the prize draw, the Chance to Score and/or the prizes is final, and binding and no correspondence will be entered into about it.
27. 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 and/or the Chance to Score and/or the hospitality package.
28. The prize draw and Chance to Score and/or prizes will be governed by English law and entrants to the prize draw submit to the jurisdiction of the English courts.
29. If you have any questions about how to enter the prize draw or any questions in connection with the prize draw, please email [marketing@wbafc.co.uk](mailto:marketing@wbafc.co.uk) and include Baggie Bird's Bonus Ball WBA v Derby County on 21/04/2025 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.
30. The Promoter of this prize draw is West Bromwich Albion Football Club Limited of The Hawthorns, West Bromwich, West Midlands B71 4LF.