

Terms and Conditions

Definitions

COMPETITION:	The Competition operated by the Organisers to which these Terms and Conditions Apply.
COMPETITION WEBPAGE :	The page of the Organisers' website at https://www.winvipolidays.com/ that gives details of the competition.
ENTRY:	The provision of the information required to enter the competition and confirmation that the Entrant wishes to participate.
ENTRANT:	Any natural person of the age of 18 years or more who enters the Competition.
ORGANISERS :	Letterbox Redd Ltd, a private limited company (company number 12517717).
PRIVACY POLICY :	The policy in force by the Organisers to protect the privacy of entrants. Copies of the policy may be obtained by contacting the Organisers.
THE PRIZE :	The holiday package as described on the competition website.
WINNER:	The Entrant or entrants who will receive a Prize in accordance with these Terms and Conditions.
OPENING DATE:	The date specified on the competition webpage
CLOSING DATE:	29th May 2023 at 23:59 GMT on that day.

1. General

- 1.1 By confirming that they wish to enter the competition, Entrants accept that they have read and agreed to these Terms and Conditions.
- 1.2 Where the prize, or part of the prize, is provided by a third party, Entrants must read and accept the terms and conditions of that third party, which are provided through a link on the competition page. By entering, Entrants accept that they have read and agreed such terms and conditions and further accept that by entering they are agreeing to receive marketing communications from the Organisers until such time as they notify the Organisers in writing that they wish to opt out from such communications.
- 1.3 The Organisers reserve the right not to include any entry in the competition if there are reasonable grounds to believe the Entrant has acted in breach of any of these Terms and Conditions or the Terms and Conditions of the third party as mentioned in 1.2 above.

- 1.4 The Competition is open only for entry to individuals who are at least 18 years of age, unless otherwise stated on the competition page, but excluding ; the Organisers, the Organisers' immediate family, agents, employees and professional advisers ; any person resident, normally resident in, or a sole citizen of, a country with which UK law prevents financial transactions and any person subject to ongoing bankruptcy proceedings, undischarged bankrupts, or any person who has entered into an Individual Voluntary Agreement.
- 1.5 By entering the Competition, Entrants warrant that all information that they submit is accurate, true, current and complete and that there is no legal or practical impediment to them travelling to the destination of the competition prize should they win.
- 1.6 Entrants must ensure that that they have or will be likely to have a valid passport with expiry of no less than 6 months at the date of travel and that they will be able to satisfy any legal requirement or restriction imposed upon travellers by either their country of residence and/or the destination country, such as any requirement to obtain visas, travel authorisations, inoculations/vaccinations, insurance etc in advance of travel.
- 1.7 Only complete Entries will be entered into the Competition. For the purpose of this term, "complete" means that the Entrant has given full and accurate contact information including their full name, post code, country of residence, email address, telephone number and indicates on the website that they wish to enter.
- 1.8 All entries to the competition and correspondence with the Organisers must be in the English language.
- 1.9 Entrants recognise and accept that although the Competition website may carry references to a draw or raffle, the Competition is a free-to-enter Prize Competition for the purposes of the Gambling Act 2005. The competition does not require a licence from the UK Gambling Commission.
- 1.10 Entrants agree that the normal requirements under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 for any goods and services ordered online will not apply to this Prize Competition. By entering the Competition, Entrants give express consent that the right to cancel is lost.
- 1.11 These terms and conditions are the intellectual property of LSL solicitors. No part may be copied, reproduced or redistributed without the written consent of LSL or the Organisers except as provided for by law or in the course of legal proceedings related to the Competition.

2. Contact Details

- 2.1 All entrants must provide the Organisers with contact details, including full name, zip code/post code address, email address and telephone number through the Competition Website. Entrants must ensure that where a change of contact details occurs between the time of entering the competition and the winner being announced, this change is notified to the Organisers as soon as is reasonably practicable.
- 2.2 The Organisers reserve the right to exclude any entry from the competition where any contact information is inaccurate or invalid.
- 2.3 The Organisers are in no way liable for any failure or inability to make contact with any Entrant due to any errors, omissions, inaccuracies or changes in the contact details provided by the Entrants.

- 2.4 The Entrants and the Organisers agree that the Organisers may use contact details and other data, including personal data as defined by the Data Protection Act 2018 or the EU General Data Protection Regulation, supplied by the Entrants to the Organisers in order to conduct the Competition according to these Terms and Conditions.
- 2.5 Entrants authorise the Organisers to record their personal details on its database and to use the information in accordance with the provisions of the Data Protection Act 1998 and subject to the terms of the Privacy Policy.
- 2.6 Entrants information may be kept on computer servers within the European Union. If at any point information is stored on computer servers outside of the EU the Organisers will select only countries which are either approved for this purpose (under Article 45 of the General Data Protection Regulation or 'GDPR') or are located where the Organisers are content that the safeguards in place in that country to protect an Entrant's information are appropriate (under Article 45 of the GDPR).
- 2.7 The Organisers will not use an Entrant's personal information to make 'automated decisions' which affect an Entrant, other than as necessary for determining a Winner.

NB : If an Entrant has a complaint about how personal information is being used which has not been able to be addressed please note that it may be able to make a complaint to the Information Commissioner's Office (ICO) directly. If an entrant has concerns over the way that data has been handled, please contact the Organisers at PO Box 9586, Poole, Dorset, BH14 4GN

- 2.8 The Winner agrees to allow the Organisers to display his or her name, photograph and town of residence on the Competition Website and/or associated social media accounts and in any subsequent publicity for a period of no more than 5 years from the close of the competition.
- 2.9 The Entrants and the Organisers agree that the Organisers may (either by choice or at the request of a third party) also disclose this information to relevant third parties for the purposes of the prevention of fraud, money laundering, legal or other financial or regulatory reasons.
- 2.10 Entrants warrant that by entering the competition they do not contravene any laws of their country or area of residence. The Organisers will not be liable in any way if an Entrant enters the Competition unlawfully.
- 2.11 If any entry is made by a person excluded by virtue of the provisions of these terms and conditions, their entry will be disregarded.

3. The Prize

- 3.1 The purpose of entering the Competition is to win the holiday package as described on the competition website.
- 3.2 The Organisers do not in any way guarantee the value of the Prize.
- 3.3 Any travel expenses, disbursements or any other costs incurred by the winner and/or their guests before, during, or after the award of the Prize, except as stated as forming part of the prize itself, including (but not limited to) spending money, travel or health insurance, transportation costs, excess baggage costs, vehicle parking, visas, inoculations, optional activities, incidental costs, taxes or fees relating to visa or travel authorisation requirements, shall be the sole responsibility of the Winner and/or their guests.

- 3.4 Upon the award of a prize that is organised or provided by a third party, as described in 1.2 above, the Winner agrees and acknowledges that any liability for the provision of the prize or contractual obligation only exists between the Winner and the third party.
- 3.5 The Prize may not be sold or transferred from the Winner to any other party.

4. The Competition – How to Enter

- 4.1 To become an Entrant into the competition with a chance of winning a prize, entrants must register the information required by these terms and conditions and indicate that they wish to participate.
- 4.2 An Entrant may only enter the competition once and may only do so via the Organiser's website.
- 4.3 All communications concerning the competition will become the property of the Organisers once the entry has been confirmed and will not be returned.

5. The Competition – Awarding the Prize

- 5.1 The process to determine the Winner will begin on the day after the closing date and a final decision will be made within 28 days of that date.
- 5.2 The Organisers' decision is final and no correspondence will be entered into about the result of the Competition following the determination of the Winner.
- 5.3 Organisers will arrange for a draw to be conducted from all of the valid entries, using a random number generator that has been verified as appropriate for use. The Winner shall be invited by the Organiser to accept the prize.
- 5.4 If no confirmation of acceptance is received with 3 days of notice being sent to the Winner, the Organisers shall be entitled to award the Prize to another entrant (The Alternate Winner). The Alternate Winner will be selected by drawing another entry at random in the same method as described above. The Alternate Winner shall then be regarded to be the Winner and shall have 3 days from notification by the Organisers to communicate their acceptance of the Prize. This paragraph shall also apply in the case that the Alternate Winner cannot be contacted. This paragraph shall further apply if the Winner is or becomes ineligible to win the prize, fails to comply with the terms and conditions, or cannot accept the prize within 3 calendar months from the date of the draw.
- 5.5 The Winner agrees to allow photographs to be taken of them, with such to be used at the discretion of the Organiser for publicity purposes connected with future competitions for a period of 12 calendar months from the date of the close of the competition.
- 5.6 The Organisers reserve the right to cancel the Competition at any time and without any liability to any Entrant.
- 5.7 Notwithstanding anything contained within these terms and conditions, the Organisers reserve the right to refuse to accept or consider an entry where the Organisers consider it prudent to do so in the interests of preventing crime, protecting vulnerable persons or promoting social responsibility.
- 5.8 The Winner agrees to provide a copy of their passport or driving licence (or equivalent ID) to confirm their identity.
- 5.9 The Winner may be required to travel to the Organisers office or the Organisers' solicitors offices at their own expense.

6. Limitations

- 6.1 The Organisers make no representation or warranty as to the Valuation of the Prize. Entrants should make and rely on their own enquiries and legal advice about the Prize before entering the Competition.
- 6.2 Save for death or personal injury the Organisers, their servants or agents will not be liable for any loss (including economic loss) suffered to or sustained by any person or property as a result of any act or omission of the Organisers, their agents or servants.
- 6.3 The Organisers accept no liability for errors or omissions contained within the Prize details, description or specification or any other part of the Website. It is the responsibility of each Entrant (and in particular the Winner) to satisfy itself as to the accuracy of any such details and/or any content of this website.
- 6.4 The Organisers will not be liable for any loss suffered by an Entrant as a result of incomplete entries, delayed or failed communications or for any loss suffered as a result of use of the Website or social media platforms.
- 6.5 The Organisers do not accept responsibility for entries which they do not receive due to failures in computer systems, other malfunctions, high Internet traffic, hardware failure, software failure, server faults or any other reason.
- 6.6 These competition rules shall not create or be construed as creating any form of contract, joint venture or other agreement between any Entrant and the Organiser.
- 6.7 An entry shall be declared void (without any refund being given) if the entrant engages in: (a) any form of fraud, whether actual or apparent; (b) fraudulent misrepresentation; (c) fraudulent concealment; (d) hacking or interference with the proper functioning of the website, any software utilised by the Organisers or any data that is held in association with the competition; or (e) amending, or unauthorised use of, any of the code that constitutes the Website.
- 6.8 The Organisers accept no responsibility for any changes in the Winner's personal financial position or circumstances, including but not limited to the reassessment of any welfare or state benefits or tax credits, or any income or asset based liability to any third party. The Organisers are not liable for any taxes, fees or payments due of any kind that the Winner may be liable to pay on receiving the Prize other than those specifically set out in these terms and conditions. Entrants should make and rely on their own enquiries and legal advice about the Prize before entering the Competition including reviewing any travel advisories or guidance published by the governments of either the country of residence and/or the destination country.
- 6.9 The Organisers accept no responsibility should the prize winner and/or their guests be unable to benefit from the prize due to:
- a. The winner and/or their guests failing to hold or obtain in sufficient time a valid, current passport accepted by their country of residence or the destination country, or failing to obtain any necessary visa or travel authorisation;
 - b. The winner and/or their guests being subject to any impediment, order, restriction or requirement (either temporary or permanent) that does not permit them to leave either their country of residence or enter the destination country;

- c. The winner and/or their guests being refused boarding or passage by any airline or other transport provider or any venue involved in the provision of the prize.

- 6.10 The Organisers reserve the right to amend these terms and conditions at any time and for any reason. Where any term or condition is modified, the Organisers will notify all entrants of the nature of the change by publishing them on the Competition website and by notification to any email or social media address that is registered by the Entrant. Any changes will not have effect until a period of 7 days has passed from the date of publication. Where any entrant reasonably refuses to accept any new term or condition, that person may withdraw from the competition by notifying the Organisers in writing no later than 7 days after publication of the notification of change.
- 6.11 In the instance of an occurrence caused by circumstances outside the reasonable control of the Organiser resulting in the cancelation, amendment or postponement of the competition or the award of a prize in whole or part, including without limitation; an act of God, act of terrorism, material threat of an act of terrorism, fire, flood, explosion, civil commotion or disturbance, war, storm, earthquake, strike, lock-out, or other industrial action, insurrections or riots, pandemic or epidemic, change in law, prohibition or imposition of requirements by any governmental body, the bankruptcy or insolvency of any third party upon whom the provision of the prize, in whole or part, is reliant, Entrants accept that any prize awarded may be delayed, changed, or withdrawn.

7. Application of law

- 7.1 The Entrants and the Organisers agree that the Competition, its administration and all associated activities are governed by English Law and the Organisers and Entrants recognise that the County or High Courts of England shall have exclusive jurisdiction in the event of any dispute arising out of the Competition or its administration.
- 7.2 Service of documents may be effected by delivering them through first class post to the Organisers at :

Letterbox Redd Ltd, PO Box 9586, Poole, Dorset, BH14 4GN

or to the Organisers solicitors:

L&L Solicitors, The Old Counting House, 82e High Street,
Wallingford, Oxfordshire, OX10 0BS. www.lsl-law.co.uk

- 8.3 No arrangements for visitors exist at either address, except at the express discretion of the Organisers.