

CLUB COMPS LTD

PRIZE COMPETITION FULL TERMS AND CONDITIONS

1. The Promoter

Club Comps Ltd (“the Promoter”) of 64a Cumberland Street, Edinburgh, Scotland, EH3 6RE operates skilled prize competitions and awards prizes in accordance with these Terms and Conditions on our website – www.whiskyclubcomps.com (“the Website”).

2. Legal understanding

- 2.1. By entering a Competition, the entrant will be deemed to have legal capacity to do so, you will have read and understood these Terms and Conditions and you will be bound by them and by any other requirements set out in any related promotional material
- 2.2. These Competitions are governed by Scots Law and any matters relating to the Competition will be resolved under Scots Law and the Courts of Scotland shall have exclusive jurisdiction. You understand skill-based games with a postal route are not considered gambling and are not regulated as such when there is a postal Entry route
- 2.3. If you participate in a Competition online via the Website, and by accepting these Terms and Conditions you confirm that you are not breaching any laws in your country of residence regarding the legality of entering our Competitions. Club Comps Ltd will not be held responsible for any Entrant entering any of our Competitions unlawfully. If in any doubt you should immediately leave the Website and check with the relevant authorities in your country.
- 2.4. There is no requirement to pay to enter any Competition, as each Competition has a free Entry route available specified in clause 5. The availability of a free Entry route to enter each Competition means that the Competition does not fall within the definition of a lottery under the Gambling Act 2005 and can be operated legally in Great Britain without any need for a licence.

3. The competition

- 3.1. The title of the competition is Whisky Club
- 3.2. Win a bottle of carefully selected liquor by:

(a) Accessing our website to find out which Competitions are live

(b) Purchasing a ticket(s) or submitting a Free Postal Entry

(c) Correctly answering a question or solving the skill test on the Competition entry page on the Website

(d) If your answer or entry on the skill test is correct, you will be entered into a prize draw which will be carried out via a random online generator and if selected, you will win the bottle of liquor.

4. How to enter

- 4.1. Entry into the Competition will be online via the Website. There is also a Free Postal Entry specified in Clause 5.
- 4.2. The competition availability and ticket pricing is at the discretion of the Promoter and will be specified on the Website.
- 4.3. Free tickets may be made available at the discretion of the Promoter, free tickets will be allocated to entrants at random after entry to the competition has closed or given out to entrants at the discretion of the Promoter.
- 4.4. Recipients of free tickets will be contacted to inform them before the draw is made.
- 4.5. All competition entries must be received by the Promoter by no later than the time specified as the Closing Date. All competition entries received after the Closing Date are automatically disqualified but may still be charged.
- 4.6. To enter the competition, create an online account, purchase a ticket and answer the competition question or pass the skill test provided.
- 4.7. Incorrect answers to the competition question will not be entered into the competition but will still be charged at full price
- 4.8. By submitting a competition entry, you are agreeing to be bound by these terms and conditions.
- 4.9. Competition entries where applicable will be judged by experts. The decision of the expert(s) (acting reasonably) will be final.

5. Free Postal Entry Route

- 5.1. You may enter the competition for free via postal entry
- 5.2. Send your entry First or Second-class post in a sealed envelope to the following address: Club Comps Ltd. 64A Cumberland Street, Edinburgh, EH3 6RE.
- 5.3. Include in your entry the following information:
 - (a) The competition you are entering
 - (b) Full name
 - (c) Address
 - (d) Date of birth
 - (e) Contact telephone number
 - (f) Email address
 - (g) Your answer to the competition question
- 5.4. Please note that incomplete or illegible entries will not be counted
- 5.5. The entrant is limited to 1 postal entry per competition
- 5.6. Each entry must be posted separately. Bulk entries in one envelope, box, container or alternative, using one stamp will not be accepted
- 5.7. By entering via Free Postal Entry, you are agreeing to these Terms and Conditions
- 5.8. Entries must be received by the Promoter before the competition is closed. Please be advised that our office hours are Monday-Friday 9-5pm and do not have access to mail at the weekend
- 5.9. If an entry is not received in time, we will endeavour to contact the entrant to let them know that they have not been successful but are not obligated to do so
- 5.10. Entrants must have a completed Whisky Club account and details must be match those written on the Free Postal Entry to be accepted. If your details do not match, we cannot validate your entry and it will not be counted.

- 5.11. The Promoter will endeavour to acknowledge your free postal entry but is not obligated to do so
- 5.12. If the number of paid entries reaches any cap or limit before the Free Postal Entry is received, then the entry will not be accepted, and you will not be entered into the draw
- 5.13. The Promoter reserves the right, as with paid entries, to disqualify any Free Postal Entries received which are in violation of the spirit of the competition or these Terms and Conditions.

6. Eligibility

- 6.1. The competition is open to all everyone who is of legal drinking age in their country of residence, **except**:
 - (a) employees of the Promoter or its holding or subsidiary companies
 - (b) anyone who resides in a country where the sale or consumption of alcohol is illegal
 - (c) anyone who lives in a country where the shipping of alcohol from the UK is restricted
 - (d) anyone who lives in a country where participation of such a competition would be prohibited under local gambling laws, require a special license or require the competition be registered

If you are in doubt about any of these restrictions, please contact the Promoter at info@whiskyclubcomps.com. Club Comps Ltd does not accept responsibility and will not offer refunds for entries made when ineligible.

- 6.2. In entering the competition, you confirm that you are eligible to do so and eligible to claim any prize you may win. The Promoter may require you to provide proof that you are eligible to enter the competition.
- 6.3. Any non UK entrants will be responsible for paying any and all additional costs such as duties, taxes and customs clearance fees. These charges can vary per country.
- 6.4. The Promoter will not accept competition entries that are:
 - (a) automatically generated by computer; or

(b) incomplete.

- 6.5. There is no limit to the number of times you may enter one or several competitions unless specified
- 6.6. The Promoter reserves all rights to disqualify you if your conduct is contrary to the spirit or intention of the prize competition.
- 6.7. Participants can be refunded in the unlikely event that the Promoter is unable to cater for the number of entries into the Competition.

7. The prize

- 7.1. The prize is a bottle of premium liquor that the Promoter has carefully selected. There may also be the addition of luxury items or experiences.
- 7.2. During the course of a Competition, if due to circumstances beyond the Promoter's control, the Promoter is unable to provide the stated prize, the Promoter reserves the right to award a selection of substitute prizes of equal or greater value
- 7.3. The Promoter may in some competitions offer a cash alternative to the prize, this will be advertised at the launch of the competition
- 7.4. Prizes are subject to availability.
- 7.5. In order to claim the prize, you must respond to the Promoter's email notifying that you have won the competition, within 14 days, stating that you wish to claim the prize. Acceptance of the prize is further confirmation of your acceptance of these Terms and Conditions.
- 7.6. In the event that any competition does not sell more than 75% of total tickets, the Promotor reserves the right to withdraw the offered prize and offer the winner a cash alternative which equates to no less than 70% of the total income generated by ticket sales of that competition.
- 7.7. Rejection of the cash alternative will forfeit the prize and no refunds will be offered.
- 7.8. If a cash alternative is offered and refused, the Promoter may draw the prize again but is not obligated to do so.

7.9. For the avoidance of doubt, once the prize has been forfeited the Winner will have no further claims against the Promoter

8. Winners

8.1. Where a skill game is used, the decision of the expert(s) nominated by the Promoter is final and no correspondence or discussion will be entered into.

8.2. Where a knowledge-based question is used, an online random generator will be used to draw the ultimate winner, this draw is final, and no correspondence or discussion will be entered into.

8.3. The Promoter will contact the winner personally as soon as practicable after the Announcement Date, using the telephone number or email address provided with the competition entry. The Promoter will not amend any contact information once the competition entry form has been submitted.

8.4. The Promoter must either publish or make available information that indicates that a valid award took place. To comply with this obligation the Promoter will send the surname and county of major prize winners and, if applicable copies of their winning entries, to anyone who emails info@whiskyclubcomps.com or writes to the Promoter's registered address (enclosing a self-addressed envelope) within one month after the Closing Date of the competition.

8.5. If you object to any or all of your surname, county and winning entry being published or made available, please contact the Promoter by email at www.whiskyclubcomps.com or by post at 64a Cumberland Street, Edinburgh, Scotland, EH3 6RE. In such circumstances, the Promoter must still provide the information and winning entry to the Advertising Standards Authority on request.

9. Claiming the prize

9.1. Refer to the details of how to claim in 7.5. If you do not claim the prize within 14 days of you stating your intention to claim the prize, your claim will become invalid.

9.2. The prize may not be claimed by a third party on your behalf unless arranged with Whisky Club prior to the draw.

9.3. The Promoter will make all reasonable efforts to contact the winner. If the winner cannot be contacted or is not available or has not claimed their prize within 14 of days of the Announcement Date, the Winner forfeits the Prize and no further claim on the prize can be made.

9.4. The Promoter does not accept any responsibility if you are not able to take up the prize.

10. Limitation of liability

Insofar as is permitted by law, the Promoter, its agents or distributors will not in any circumstances be responsible or liable to compensate the winner or accept any liability for any additional costs, loss, damage, personal injury or death occurring as a result of taking up the prize except where it is caused by the negligence of the Promoter, its agents or distributors or that of their employees. Your statutory rights are not affected.

11. Data protection and publicity

11.1. The Promoter will only process your personal information as set out in the Privacy Policy.

11.2. By entering the Competition, you agree to have your name shown on the Live draw, which is streamed on multiple social media platforms, if you wish for your name to be hidden or changed, please contact us on Info@whiskyclubcomps.com

12. General

12.1. 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, reserve the right to exclude you from participating in the competition.

12.2. The Promoter reserves the right to hold void, suspend, cancel, or amend the prize competition where it becomes necessary to do so.

12.3. These terms and conditions shall be governed by Scottish Law, and the parties submit to the non-exclusive jurisdiction of the courts of Scotland.