

Grouped Media Terms and Conditions



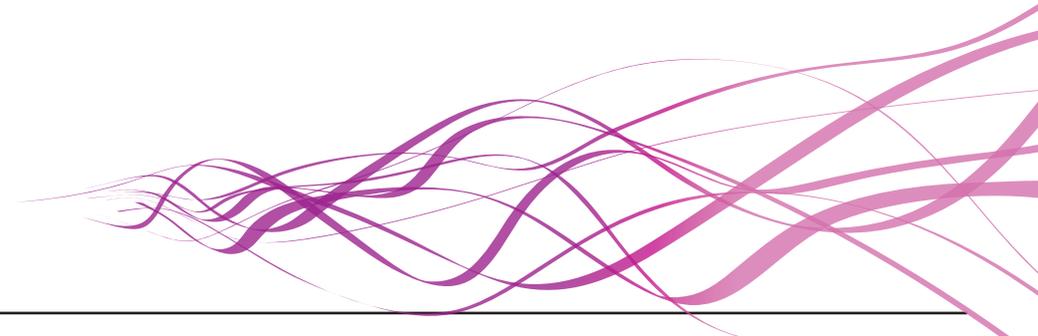
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1. Introduction

1.1 The competition terms and conditions are binding on you when you enter any promotion, prize draw or competition run by Grouped Media or any company, radio station or website owned or controlled by Grouped Media.

1.2 Specific rules, entry instructions and any other details in relation to a competition, promotion or prize draw, or the competition prizes or gifts published on this website or in any media are relevant to these competition terms and conditions. Competition participation shall be viewed as an unconditional acceptance by you of these terms and conditions written by Grouped Media.

1.3 It is agreed and accepted by you, the competition participant, that Grouped Media and any other company, radio station or website owned or controlled by Grouped Media, shall have no liability whatsoever in respect of competitions operated by third parties and featured on air or on our sites. The relevant third party will be responsible for the fulfilment of the competition, its prizes and any complaints or grievances you may have. Grouped Media does not take responsibility for the acts or omissions of such third parties.

1.4 No purchase of any kind is required for free prize draws. Please follow the directions either on the site for the particular competition or as publicised in on-air messages.

1.5 You have made certain representations and warranties to Grouped Media in entering a competition or prize draw. Grouped Media rely on the accuracy and truth of such representations and warranties in granting a place to you. Should Grouped Media or its agents become aware of any fraud, dishonesty, deceit or similar action undertaken in connection with the competition or otherwise, or any act or omission which may cause an adverse effect on the competition and bring Grouped Media into disrepute, Grouped Media reserves the right in its absolute discretion to forfeit your place on the competition and a prize you may have won, or withdraw the prize.

1.6 You agree to co-operate with and comply with all reasonable requests of Grouped Media, its employees and brands in connection with any competition and its broadcast (including on-air, website or other).

2. Eligibility to enter competitions and prize draws

2.1 You must be a resident of the United Kingdom to enter a competition operated by Grouped Media or any other associated brand or agency. Employees of Grouped Media, their families, press, agencies or any persons directly or indirectly connected with a particular competition are not eligible to enter such competition. Grouped Media and its brands reserve the right to verify the eligibility of all entrants.

2.2 Unless otherwise stated, only one entry per person will be permitted and multiple entries will be void and the entrant(s) disqualified.

2.3 You may only enter a competition as an individual. Any entries that, in Grouped Media's absolute discretion, have been made via participation in a syndicate will be disqualified.

2.4 Any entries made, in Grouped Media's absolute discretion, via any form of machine assisted intervention enabling multiple entries will be considered void and disqualified immediately.

2.5 Grouped Media reserves the right to discount multiple entries from the same IP address or telephone number, unless the specific terms and conditions for the competition state that multiple entries are permitted.

2.6 A person may not win more than one prize valued at £500 or greater within a six month period following the first win, nor shall any member of such person's family residing at the same address (including, but not limited to, aunts, uncles, cousins, grandparents etc.). Grouped Media reserves the right to withhold prizes from any such person, and to reclaim any such prize if a breach of this rule is subsequently discovered.

2.7 Where it is expressly stated that a competition is open to over 18's only, you represent and warrant that you are at least 18 years of age on the closing date for entries to a competition and, if requested by Grouped Media, shall provide evidence of your age to Grouped Media's reasonable satisfaction.

2.8 Proof of eligibility to enter a competition must be provided to Grouped Media on request.

2.9 You must enter any competition using your legal name. Grouped Media reserves the right to disqualify anyone entering a competition using a false name. By entering a competition or prize draw, you hereby warrant that all information submitted by you is true, current and complete.

3. Competition entries via text message and telephone

3.1 Please note that only callers with mobile phones using certain networks will be able to participate in competitions using a Short Message Service ("SMS"), known commonly as a text message. Users should check with their service provider for details of compatibility. Grouped Media will not be liable in the event of telephone or text message entries not received as a result of network incompatibility, technical faults, or otherwise.

3.2 Entries by text message must be sent to the applicable number as advertised on-air. Please be aware that numbers may change. Entrants should only submit one text message entry for each competition (unless otherwise stated for the specific competition) and Grouped Media reserves the right to discount multiple entries.

3.3 You should follow the on-air or web instructions regarding the texting of competition answers extremely carefully as Grouped Media cannot guarantee competition entry for mis-spelt or incorrect text entries.

3.4 A text message to the competition number or a telephone call to the competition line will normally cost the standard rate for your mobile or telephone provider unless expressly stated in the specific rules for the competition. You should check with your network provider for more details. For the avoidance of doubt, the cost of text messages from different mobile phone service providers may vary. No purchase of any kind is necessary for free prize draws and in all competitions which are free prize draws where an offer is made for participation involving a premium rate telephone call or reverse billed SMS message, alternative non-billed entry mechanisms will be made available. You should refer to Grouped Media's website or on-air messages (from any relevant radio station operated by Grouped Media) for the relevant competition for details of the no purchase necessary route to entry.

3.5 Text messaging charges incurred as a result of entry to the competition(s) will be paid via your mobile phone service provider and will be detailed, where possible, on your mobile phone bill.

3.6 Any person using a telephone which is not his or her own should ask for the permission of the person who pays the bill before sending a text message or telephoning the competition line.

3.7 In the event that a telephone call to a competition entrant is disconnected for any reason before or during the competition, Grouped Media reserves the right to select another entrant to participate in the competition or on-air prize draw. In the event that an entrant does not answer their telephone when contacted by a representative or employ of Grouped Media in order to participate in a competition, Grouped Media reserves the right to select another entrant to participate in the competition.

4. Claims to prizes

4.1 In order to enable Grouped Media to correctly identify genuine claims and to eliminate non-genuine, deceitful or fraudulent claims, evidence of competition entry must be made available if requested for the checking of such claim. In addition, Grouped Media reserves the right to request proof of identity, age and address in the form of your passport or driving licence, and proof of your address in the form of a utility bill. Grouped Media and any other brand under the name may also carry out an interview in order to validate such claims. Interviews may be by telephone or in person with you and may be recorded. Grouped Media

may also ask you to provide an in-studio recording to compare to your on-air win to provide proof of vocal identity. If you refuse to provide any of these details or participate in or answer all questions raised in such an interview without good reason then your place in the competition will be treated as invalidated and the prize may be withdrawn.

4.2 If Grouped Media becomes aware of any fraud, deceit, misconduct or similar action during or in relation to a competition or prize draw which relates in any way to a claim, then that claim will not be met unless it is proven to the satisfaction of Grouped Media, that you had no actual or imputed knowledge of such fraud or deceit or similar action. If you provide an incorrect name, age, address or other incorrect information in relation to the entry, then Grouped Media, and other brands under the name, reserves the absolute right to treat that entry as invalid. If the fraud, deceit, misconduct or other action is only discovered after the prize has been released, you undertake to return the same (or provide compensation) to Grouped Media forthwith upon notification.

4.3 Failure to claim a prize in the time or manner specified for the relevant competition will make any claim invalid.

4.4 Winners of prizes will be notified within 28 days of the relevant end date of the competition. Prizes must be claimed within 28 days of notification.

5. Prizes

5.1 All prizes are non-transferable and may not be given, assigned or sold to another person. Prizes cannot be exchanged for cash or other alternatives.

5.2 Grouped Media does not accept any liability for prizes which are lost, delayed or damaged in the post or otherwise not validly received by you.

5.3 In the event of unforeseen circumstances or circumstances outside Grouped Media's reasonable control, Grouped Media reserves the right to offer an alternative prize of equal value. No cash will be offered.

5.4 In the event of there being more claims than prizes available, the name of the valid claimants will go into a draw for the prizes.

5.5 A prize will not be awarded to a person who, for any reason, would not be allowed by law to purchase or use the prize or where the supply of the prize to that person would be unlawful.

6. Disqualification of Entries and Cancellation of the Competition

6.1 You acknowledge that the interests and reputation of Grouped Media and its radio stations are paramount and Grouped Media may, at its reasonable discretion, withdraw a place or require you to cease to have any involvement in a current or future competition if it is believed it is in the best interests to do so.

6.2 Grouped Media reserves the right to immediately withdraw your place on the competition or the prize if it believes you to be in breach of any of your obligations, or representations and warranties, under the terms or if you otherwise conduct yourself in a manner which is inappropriate or unsuitable. You shall be responsible for any additional costs in this respect.

6.3 In the event of disqualification, Grouped Media reserves the right to select another entrant to take part in the competition.

6.4 Grouped Media shall be entitled, in its reasonable discretion, to cancel a competition with immediate effect by on-air announcement or by stating the same on the relevant website without any liability in respect thereof. In this event, Grouped Media will use reasonable endeavours to offer an alternative prize at some other time and/or if applicable some other destination, which may be accepted instead by you. If such alternative prize is not accepted (or not made) you shall have no claim against Grouped Media in respect of the cancellation or delay of the competition or prize or for any expense or damage whatsoever incurred as a result thereof.

6.5 Grouped Media reserves the right to forfeit your place on the competition or the prize, in its opinion, you may expose yourself or others to risk of illness or injury or to the cancellation, disruption, or curtailment of the competition.

6.6 A competition or specific promotional devices, may be declared as void by Grouped Media if such promotional devices contain a printing error, or involve a production or distribution error, of any kind. Promotional devices found to be mutilated, illegible, altered, reconstructed, forged or tampered with in any way will also be declared void by Grouped Media.

6.7 The competition may also be declared void should a printing or production error in connection with the competition appear on this site or occur in an on-air message.

6.8 Grouped Media reserves the right in its reasonable discretion to disqualify any claimant or entrant whose conduct is contrary to the spirit of these terms and conditions or the intention of the competition; declare as void any claims or entries resulting from printing, production or distribution errors or where there has been errors in the preparation for or the conduct of the competition materially affecting the result of the competition or the number of claims or the value of the claims.

7. Confidentiality

7.1 You undertake not at any time to disclose, reveal, communicate or otherwise make public any information relating to Grouped Media, its business, personnel, servants, agents or officers to anyone.

7.2 You may not publicise your involvement in the competition or the fact that you have won a prize without the prior written permission of Grouped Media.

8. Publicity

8.1 Winners must as a condition of the prize participate in all publicity required by Grouped Media and/or third parties connected with the competition.

8.2 You acknowledge and agree that Grouped Media may publish winners' names on any and all media and make these available on request to third parties. Winners' names are available on request by sending an SAE to the address published on this site and/or stated on air up to 1 month after the closing date for the relevant competition.

8.3 You shall not without the specific prior written consent of Grouped Media publish or disclose any information in connection with the competition or the prize. You shall not be entitled to give interviews or be involved in articles or reports in respect of the competition or the prize with any third party. All rights in relation to the competition and your involvement therein shall vest exclusively with Grouped Media.

8.4 You agree to undertake all interviews, competitions and other activities and to the reproduction, publication, exhibition, transmission and broadcast of such by all means and media throughout the world at the discretion of Grouped Media in perpetuity.

8.5 Without limitation to any other rights under this Agreement, Grouped Media shall be entitled to refer to your association with the competition and the prize in all publicity, marketing and competition material in connection therewith.

9. Intellectual

9.1 Unless otherwise stated, competition entries will not be returned to you.

9.2 In respect of copyright and other intellectual property rights in any competition, your entry into the competition, and your involvement in the competition in all media and technology, you:

- (a)** hereby grant to Grouped Media a non-exclusive, royalty-free perpetual worldwide licence to use any such copyright and other intellectual property rights in any and all media to the extent Grouped Media deems it appropriate; and

(b) agree, at Grouped Media's request, to assign to Grouped Media the entire such copyright and other intellectual property rights and you agree to do all such acts as may be reasonably requested of you by Grouped Media to effect the assignment under this clause and you agree that the licence and, if applicable, any assignment shall include the right for Grouped Media to alter, edit, compile, amend or otherwise adapt such products and/or use such products in conjunction with any other material and to use, distribute and/or broadcast such products in all media and all formats and the right to sub-license such rights to any other persons, in each case for such purposes as Grouped Media may in its absolute discretion determine.

9.3 Any information submitted by you relating to a competition must be personal and related specifically to you. You warrant that any information which you submit to Grouped Media will not infringe the intellectual property, privacy or any other rights of any third party, and will not contain anything which is libelous, defamatory, obscene, indecent, harassing or threatening. Grouped Media reserves the right, but not the obligation, to screen, filter and/or monitor information provided by you and to edit, refuse to distribute or remove such information.

9.4 By entering any competition and submitting any material or products you warrant to Grouped Media that:

- (a)** you own or are licensed in respect of the products submitted as part of the competition conditions and that you have the right, power and authority to grant the rights set out in these terms;
- (b)** Grouped Media is free and able to use the products in accordance with and in the manner set out in any relevant terms;
- (c)** you agree to waive any moral rights you may have in the products and have obtained a waiver or all applicable moral rights in the product and further have obtained all consents and permissions in respect of the product;
- (d)** the products do not violate any applicable law or regulation (including any laws regarding anti-discrimination or false advertising);
- (e)** the products are not defamatory, trade libelous, unlawfully threatening or unlawfully harassing;
- (f)** the products are not obscene or pornographic; and
- (g)** the products do not, to the best of your knowledge, contain any viruses or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.

9.5 The entrant to a competition is the individual submitting the media. If the person(s) whose image is captured in any images, videos or other media is different to the person submitting the media, the person featured in the image shall have no claim to the prize or any part thereof.

9.6 You must ensure that any person or persons whose image has been used in the relevant products has given valid consent for the use of their image or has waived any rights they may have in the images, videos or other media submitted. Failure to adequately demonstrate this consent to the satisfaction of Grouped Media may result in your disqualification from the competition and forfeiture of any prize.

9.7 For the avoidance of doubt, all rights in the name and title of the competition and the format rights for the competition will vest exclusively in Grouped Media for its own use (in its absolute discretion).

10. Exclusion of liability

10.1 Grouped Media is not liable in any way for any costs, expenses, damages, liability or injury suffered by you arising out of or in any way connected with the competition or prizes other than those costs and expenses specifically provided for in the prize (if any). This exclusion does not include any liability for **(i)** negligence by Grouped Media; **(ii)** death or personal injury arising out of Grouped Media's negligence or the negligence of its employees; **(iii)** fraud or fraudulent misrepresentation; or **(iv)** any liability that cannot be excluded or limited by law.

10.2 Grouped Media accepts no liability (and excludes all liability) for any loss of profit, business, contracts, revenues or anticipated savings or for special, direct, indirect or consequential loss of any nature howsoever arising.

10.3 Grouped Media shall not be liable to perform any of its obligations under the competition or in respect of the prizes where it is unable to do so as a result of circumstances beyond its reasonable control and whilst Grouped Media may endeavour to provide an alternative prize, it shall not be liable to compensate you in such circumstances.



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