Photo Master Competition - Terms & Conditions - UK

- 1. The Exodus Monthly Photo Competition ("**Competition**") shall run on a monthly basis until Exodus Travels Limited (the "**Sponsor**") decides, in its sole discretion, to cease running the Competition.
- 2. This Competition is open to anyone resident in the UK, Republic of Ireland or the Channel Islands who is a subscriber of the UK version of the Exodus Adventure Travels email newsletter. All entrants must be eighteen (18) years of age or older. The Sponsor reserves the right to ask for proof of age, residence or eligibility. Employees and immediate family (defined as parents, children, siblings, spouse and life partners) of the Sponsor or its affiliates and subsidiaries are not eligible to enter this Competition.
- 3. By participating in this Competition, you are signifying your agreement that you have read and agree to be legally bound by these terms and conditions ("**T&Cs**") which govern the Competition. Failure to comply with these T&Cs may result in disqualification from the Competition.
- 4. **HOW TO ENTER:** To enter, submit your contact details and photograph, along with a description of the image through the form provided <u>HERE</u> (the "**Entry Form**"), in addition to any other information which you are required to submit on the Entry Form. If you are unable to use the Entry Form, you may email your submission to photomaster@exodus.co.uk. No purchase is necessary.
- 5. There is a limit of one (1) entry per person per month into this Competition (each an "Entry"). If you make, or attempt to make, multiple entries into this Competition then your first entry into the Competition will be deemed your entry. Any further entries into the Competition will be disregarded. If it is discovered by the Sponsor (using any evidence or other information made available to or otherwise discovered by the Sponsor) that any person has attempted to: (i) exceed any of the entry limits stated in these T&Cs; (ii) use multiple names, identities, e-mail addresses, accounts and/or any automated, macro, script, robotic or other system(s) or program(s) to enter or otherwise participate in or to disrupt the Competition; and/or (iii) disrupt or participate in the Competition in any other fraudulent, dishonest or misleading way, then he/she may be disqualified from the Competition in the sole and absolute discretion of the Sponsor.
- 6. Any Entry (including any materials, images, descriptions, videos, photographs and anything else submitted as part of the Entry (collectively the "Entry Materials") and entrants are subject to verification at any time and for any reason by the Sponsor. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor including, without limitation, government issued photo identification): (i) for the purposes of verifying an entrant's eligibility to participate in this Competition; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Entry, Entry Materials and/or other information entered (or purportedly entered) for the purposes of this Competition; and/or (iii) for any other reason the Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Competition in accordance with the letter and spirit of these T&Cs. Failure to provide such proof to the complete satisfaction of the Sponsor within the timeline specified by the Sponsor may result in disqualification in the sole and absolute discretion of the Sponsor. The sole determinant of the time for the purposes of the Competition will be the official time-keeping device(s) used by the Sponsor.
- 7. Upon sending any Entry Materials to the Sponsor you are giving the Sponsor permission to use all, and any, Entry Materials which you provide to the Sponsor under this Competition in all marketing materials including and not limited to, the Sponsor's calendar, brochure, website, blog and/or social media channels. You warrant and represent that you have all necessary consents and permissions in the Entry Materials to provide the licence set out in this clause 7 (on an irrevocable and perpetual basis) and that the Entry Materials do not infringe upon the third party rights of any third party. This licence under this clause 7 is provided to the Sponsor on a royalty-free basis and in consideration of the Sponsor making the Competition available to enter on a monthly basis.
- 8. Each Entry submitted must meet with the entry requirements listed on the Exodus Photo Competition webpage.

- 9. In addition to the rights and obligations in clause 7, by entering this Competition, you are confirming that you own the rights to the photograph submitted and, where a person is the subject of the picture, that you had their permission to take the photograph. You shall indemnify and hold the Sponsor harmless from any breach of clauses 7, 10 and/or any other breach of these T&Cs by you.
- 10. The Sponsor will contact winners on the email address used by the entrant to enter this Competition.
- 11. The Sponsor shall consider all Entry Materials each month and will select up to six (6) winners on the last Thursday of every calendar month at its registered office at Platinum House, St Mark's Hill, Surbiton, KT6 4BH. The Sponsor reserves the right to select less winners in its sole discretion.
- 12. Once winners of the Competition have been selected, the Sponsor or its designated representative will make a minimum of two (2) attempts to contact the winner(s) via email communication within 7 days of the prize draw as set out above. All winners are solely responsible for ensuring they are able to receive notification messages, monitoring for such notification messages and following all instructions contained in such notification messages.
- 13. The Sponsor's decision is final and no correspondence will be entered into. The Sponsor does not take responsibility for late or lost entries howsoever caused.
- 14. Winners will be announced on our Facebook page as well as on other social media channels, our website and by email.
- 15. **Prize:** Each winner of the Competition which is run on a monthly basis shall receive a voucher with the Sponsor's "Exodus" brand (the "**Voucher**" or the "**Prize**"). The total value of the Voucher shall be for the sum of £250.00 and shall be redeemable against any holiday which is available on the Sponsor's website at www.exodustravels.co.uk (as updated or amended from time-to-time). The Voucher can be used in conjunction with any loyalty discounts which are available to the Sponsor's customers. The value of the Voucher must be redeemed in one transaction, and cannot be spread over multiple bookings. The Voucher must be used to make a direct holiday booking with the Sponsor's Exodus brand only and can be used anytime from the date the winner is awarded the Voucher up until three (3) years after the date of its issuance. It is the Voucher holder's responsibility to check all details of the trip for which they are to use their Voucher and ensure all visa and passport requirements are fulfilled and to arrange their own travel insurance. The booking conditions of the Sponsor shall apply to any trip booked by the Voucher holder (the latest version of which can be found at https://www.exodus.co.uk/about-exodus/exodus-booking-conditions). Use of the Voucher may be subject to additional terms and conditions imposed by the Sponsor or any other organisation in connection with this Competition.
- 16. The accuracy of any email address, address or phone number (as applicable, if provided) provided is the responsibility of the entrant. If a winner cannot be contacted or is unable to accept the Prize, the Sponsor reserves the right to choose another winner from the eligible entries received. The Sponsor shall make all reasonable efforts to contact the winner. Acknowledgement of the Prize by the winner must be received by the Sponsor within 28 days of the winner being notified by the Sponsor. Should the Sponsor not receive confirmation from the winner by this time, or in the event that the winner or substitute winner is unreachable or ineligible or declines to accept the Prize, or a substitute winner fails to acknowledge the Prize as specified by the Sponsor, the winner or substitute winner shall forfeit the Prize and the Sponsor reserves the right to award the Prize to another eligible entrant, picked by random from the remaining entries. The Sponsor has no responsibility to anyone who has not responded in accordance with these T&Cs.
- 17. The Sponsor reserves the right to change the prize at any time and without notice. The Prize offered will never exceed the value of £250 unless the Sponsor determines otherwise in its sole discretion.
- 18. The Prize must be accepted as awarded and is not transferable, assignable or convertible to cash (except as may be specifically permitted by the Sponsor in its sole and absolute discretion). No substitutions are permitted, except at the Sponsor's option (Sponsor reserves the right, in its sole and absolute discretion, to substitute a Prize or a

- component thereof with a prize of equal or greater retail value, including, without limitation, but at Sponsor's sole and absolute discretion, a cash award).
- 19. The Sponsor reserves the right to amend these T&Cs or the running of this Competition as necessary at any time and in its sole discretion.
- 20. This Competition and these T&Cs will be governed by English law and any disputes will be subject to the exclusive jurisdiction of the courts of England and Wales (including in respect of non-contractual disputes and claims).