## <u>England Supporters Travel Club 'Harry Kane Match Shirt' December 2019 Prize Draw (the "Prize Draw") Terms and Conditions</u>

- 1. The promoter of the Prize Draw is the Football Association Limited ("**The FA**"), Wembley Stadium, Wembley, London HA9 0WS.
- 2. Entry into the Prize Draw is dependent on your acceptance of these terms and conditions and by entering the Prize Draw you confirm your acceptance of these terms and conditions.
- 3. Entrants must be based in the United Kingdom and must be 18 years of age or over on the Closing Date (as defined below). Employees of The FA, any FA Group Company or anyone professionally connected to this Prize Draw and members of their immediate families are not permitted to enter the Prize Draw. Entrants under the age of 18 must also be 2018-2020 Travel Club members and obtain the permission of a parent or guardian before entering the Prize Draw.
- 4. To validly enter the Prize Draw you must be a 2018-2020 England Supporters Travel Club member answering the question "How many hattricks has Harry Kane scored for the England Senior Men's Team?" When entering, applicants must provide their name, FAN number and email address.
- 5. No payment or purchase is necessary to enter the Prize Draw; however, an internet connection is required.
- 6. Only eligible entries received between 5pm Friday 20 December (the "**Opening Date**") and 5pm Monday 23 December (the "**Closing Date**") will be entered into the Prize Draw. Entries received after this Closing Date will not be processed.
- 7. Entrants automatically assign all rights in any entry to The FA. All entrants into the Prize Draw waive any moral rights they may have in relation to their entry.
- 8. Maximum one entry per entrant and per ESTC FAN number.
- 9. The FA does not accept responsibility for any entries which are lost, delayed, and incomplete or otherwise not received or cannot be entered for technical or any other reason. Proof of delivery of the entry is not proof of receipt. Incomplete or illegible entries or those not in accordance with the entry instructions and these terms and conditions are invalid.
- 10. There will be two (2) winners selected at random from all valid entries. The winners will be selected at random from all of the entrants who meet the criteria set out in Clause 4 of these terms and conditions. One (1) winner will win Harry Kane's match shirt from the England v Montenegro match on Thursday 14 November 2019. The second winner (runner-up) will win a Christmas card signed by Gareth Southgate.
- 11. The winners will be sent either the match shirt or Christmas card on the week commencing Monday 2 January 2020 (the "Prize").
- 12. The winners must respond and confirm acceptance with The FA within 10 days of being contacted in order to claim the Prize. If the winner does not confirm acceptance within that time period, another winner may be selected from all remaining eligible entries. The FA also has the right to select an alternative winner or substitute winner which shall be the next participant that is selected at random from the remaining eligible entries if: (i) a winner is ineligible to enter the Prize Draw; or (ii) the winner does not wish to accept the Prize.
- 13. The FA shall have the right, where necessary, to undertake all such action as is reasonable to protect itself against fraudulent or invalid claims including, without limitation, to require further verification as to the identity, age, and other relevant details of a participant.

- 14. The FA reserves the right at its absolute discretion to disqualify any entry which it considers does not comply with these terms and conditions or any participant who it reasonably believes has interfered with the fair running of this Prize Draw, including providing false or misleading information.
- 15. Entries must be made by the participant, and must not be made through agents or third parties.
- 16. All Prizes are non-exchangeable, non-transferable, and not redeemable for cash or other prizes (in whole or in part). In the event of unforeseen circumstances or circumstances outside The FA's control, The FA reserves the right to offer an alternative prize of equal or greater value. Travel and accommodation are not included in the Prize and The FA accepts no responsibility for any costs associated with any Prize which are not specifically included in that Prize. Winners are strictly prohibited from selling, advertising to sell or transferring their Prizes to any other person.
- 17. The Prize Draw winner agrees to comply with the conditions of entry and event rules applicable at the venue at which the presentation is hosted. Any Competition winners who are rude, abusive or deemed otherwise unsuitable by The FA may be excluded from the Prize Draw and/or required to leave the venue.
- 18. No correspondence will be entered into in respect of this Prize Draw except with the Prize winners.
- 19. The FA accepts no responsibility for any damage, loss, liabilities (including direct, indirect, incidental, consequential or punitive damage) injury or disappointment incurred or suffered by you as a result of entering the Prize Draw, not being able to enter into the Prize Draw or accepting any Prize. The FA further disclaims liability for any injury or damage to your or any other person's computer or IT systems relating to or resulting from participation in or downloading of any materials in connection with the Prize Draw. Nothing shall exclude the liability of The FA for fraud or for death or personal injury as a result of that party's negligence.
- 20. In no event shall The FA or its Group Company's total liability to you for all damages, losses, or causes of action exceed the price of Prize. Without limiting the foregoing, this Prize Draw and the Prize are provided "as is" without warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose or non-infringement.
- 21. The FA reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, this Prize Draw with or without prior notice due to reasons outside their control or in exceptional circumstances.
- 22. If any of these Clauses should be determined to be illegal, invalid or otherwise unenforceable then it shall be severed and deleted from these terms and conditions and the remaining Clauses shall survive, remain in full force and effect.
- 23. Full details of the Prize and the name of the Prize Draw winners can be obtained by sending a stamped addressed envelope to the following address to: The England Supporters Travel Club, The FA, Wembley Stadium, PO Box 1966, London SW1P 9EQ.
- 24. These terms and conditions are governed by the laws of England and Wales. Any disputes arising under or in connection with them shall be subject to the exclusive jurisdiction of the courts of England, provided that if you are resident in Scotland, you may bring your dispute before the Scotlish Courts or the English courts. If you are resident in Northern Ireland, you may bring your dispute before the Northern Irish courts or the English courts.