

WIZARD RADIO MEDIA (D/B/A WIZARD RADIO LIMITED) COMPETITION TERMS AND CONDITIONS

1. THESE TERMS AND CONDITIONS

- 1.1 These terms and conditions (which we will refer to as our "**General Terms**") are the overarching general terms and conditions that apply to all the competitions promoted and/or run by W!ZARD Radio Media (d/b/a Wizard Radio Limited) or any of its sectors. We refer to all these competitions as the "**Competitions**" in these General Terms.
- 1.2 Competitions may also have their own specific terms and conditions (such as the details of how to enter, what the opening/closing dates are and what sort of prize you may win). Any such Competition-specific terms and conditions will be made available by means of the relevant media as part of the website, in print or as an attachment on the website server. In these General Terms, we will refer to these Competition-specific terms and conditions as the "**Specific Terms**".
- 1.3 You should therefore read these General Terms in combination with any applicable Specific Terms. Where any such Specific Terms conflict with these General Terms, the Specific Terms will take precedence.
- 1.4 We may change these General Terms at any time. You should check our website regularly for any changes which will apply from the date that they are uploaded
- 1.5 By entering any Competition you agree that you will be legally bound by these General Terms and also any applicable Specific Terms. Any person who is under the legal age of 18 (in the UK) must ask parental permission before entering any of these Competitions. W!ZARD Radio Media (d/b/a Wizard Radio Limited) will not ask the contestant whether they have parental permission, but assume that all contestants do. Therefore, if a contestant has not been given parental permission, we must be notified.

2. IDENTITY OF THE PROMOTER OF THE COMPETITION

- 2.1 The "promoter" of a Competition is the person who is responsible for operating it. Unless any Specific Terms tell you otherwise, the promoter of the Competitions will be W!ZARD Radio Media (d/b/a Wizard Radio Limited) under the control of James Gilmore ("the **Promoter**").

3. ELIGIBILITY RULES FOR OUR COMPETITIONS

- 3.1 Unless we impose a particular age limit in relation to any of our Competitions, they are open to all persons who hold a legitimate residency to the currently in which they currently live in (at the time of entering the Competition). Contestants under the age of 18 (in the UK) must ask parental permission before entering any of these Competitions. W!ZARD Radio Media (d/b/a Wizard Radio Limited) will not ask the contestant whether they have parental permission, but assume that all contestants do. Therefore, if a contestant has not been given parental permission, we must be notified.
- 3.2 Certain Competitions may have additional eligibility requirements, such as valid passports, visas, driving licences, good physical health and so on. Any such additional eligibility requirements will be publicised to entrants in the relevant Competition.
- 3.3 In the case that a Contestant does not have the parental permission to receive one of the prizes, but has been allowed to compete in the rest of the Competition, that prize will not be given and no 'trade of prize' will be given.
- 3.4 It will be our sole decision as to whether any eligibility requirement has or has not been met and we may require evidence or confirmation from entrants before awarding prizes.
- 3.5 Paid employees of the Promoter may not enter any Competition: neither may the employees of any third party sponsors or prize providers. Unpaid employees may enter.

4. ENTRY AND ENTRY METHODS

- 4.1 **Social:** Competition entry can be by "Liking" a specific status on our Facebook Page (located at: <http://www.facebook.com/wizardradio>) or "Retweeting"/"Replying" to a specific Tweet on our Twitter Account (located at @wizaradio). All such entry methods will be marked with a "|1" symbol
- 4.2 **SMS:** Where a Competition asks you to enter using SMS, you will need an SMS compatible mobile phone with an account with a service provider that permits text messages to our mobile phone number (07807183538). SMS entries are charged at no extra cost to W!ZARD Radio Media (d/b/a Wizard Radio Limited). The only charge received by the Competitor will be from their network service. SMS entries are deemed to be received on arrival, not when they are sent from your handset. SMS entries must be addressed to the correct number or shortcode and must include the correct keywords or other answer format as required by the specific Competition. Entries which fail to do so will be void.
- 4.3 **Listener Interaction:** You can also be entered into a competition by simply listening to W!ZARD Radio : Station, sector of W!ZARD Radio : Media, at the following location: <http://www.wizardradio.co.uk/listenlive.html>. All listeners/viewers who are Logged In to the Chat Room Box (supplied by Xat) and are registered as "Listening" will automatically be entered into the competition as long as they have listened and chatted for a minimum of ten seconds.

- 4.4 **Deficient entries:** In all Competitions, we reserve the right to reject any entries that are inaudible, incomplete, incomprehensible, damaged or otherwise deficient. We also reserve the right to reject entries that are unlawful, indecent, racist, inflammatory, and defamatory or which we consider to be otherwise harmful to the goodwill and reputation of our station that is running the Competition in question. We accept no responsibility for any late, lost or misdirected entries including but not limited to texts, retweets, replies or likes not received due to technical disruptions, network congestion or any other reason. Proof of posting of any postal entry will not be proof of our receipt of that entry.
- 4.5 **Automated Entry:** The use of any automated entry software or any other mechanical or electronic means that permits any person to enter any Competition repeatedly is prohibited.
- 4.6 **Names:** Entrants must enter Competitions using their legal name once only. We reserve the right to disqualify any entrant who uses multiple names and to require them to return any prize they may have won.
- 4.7 **Multiple Entries.** Unless otherwise permitted pursuant to any Specific Terms, no person may enter any Competition more than once and persons may not enter or participate as part of a syndicate or on behalf of any other person, syndicate, group, society or company.
- 4.8 **Retrospective Effect.** Where an entrant or prizewinner has been found to be in breach of any of the terms and conditions of a Competition and in particular where a person is in breach of the entry restrictions set out in rules 4.5 to 4.7 above, we may nevertheless still enforce our right to disqualify that person and require the return or reimbursement to us of any prize even where a prize has been awarded and/or actually provided to the entrant or prize winner in question.

5 PRIZES

- 5.1 We reserve in all cases the right to replace the stated prizes with prizes that we consider to be of broadly equivalent value. We offer no cash alternative for non-cash prizes and prize winners must accept prizes in the form offered. Where a prize is won by a person younger than 18, we reserve the right to award the prize to the prize winner's parent or guardian on behalf of the prize winner if the parent or guardian has stated that such action should be taken.
- 5.2 All prize winners will be notified that they have won a prize within seventy two (72) hours of the closing date of the Competition via at least one of the following methods:
- (a) by telephone;
 - (b) by email;
 - (c) in a Facebook Status
 - (d) in a Tweet
 - (e) on-air on W!ZARD Radio : Station (at any provided stream or location supplied to PRS for Music as part of LOML licence reference: LE-0006492).
- 5.3 Prizes will usually be sent to the winners by James Gilmore on behalf of W!ZARD Radio Media (d/b/a Wizard Radio Limited). The prizes can be sent via online link (connected to the W!ZARD Radio Media (d/b/a Wizard Radio Limited) website server) or despatched to the winners via the UK mail service, unless otherwise stated. We will not be liable for any prizes which are lost, delayed, or damaged in the post for reasons beyond our control. However, we will try to resolve such problems to the best of our ability.
- 5.4 Prizes that are despatched via the UK mail service will only be delivered to an address within the UK. Should a prize winner's contact details change, it is their responsibility to notify us or the contact persons for the relevant Competition.
- 5.5 We reserve the right to request proof of a prize winner's identity in the form of a passport or driver's licence and proof of address in the form of a utility bill. In the event that a prize winner cannot provide us with proof of identity reasonably acceptable to us, we may withdraw the prize and select another prize winner.
- 5.6 All prizes are subject to availability, non transferable and non exchangeable. Where prizes consist of entry tickets, attendance at events, holidays and similar time-specific benefits, they must be taken on the dates specified by us. If a prize winner does not take any element of a prize at the time stipulated by us (or any relevant third party prize provider) then that element of the prize will be forfeited by the winner. No cash will be awarded in lieu of that prize or part of it.
- 5.7 Any tax payable as a result of a prize being awarded or received will be the responsibility of the winner. Winners should seek independent financial advice prior to accepting a prize if this is a concern.
- 5.8 We make no representation or warranty in relation to prizes provided and to the fullest extent permitted by law we shall have no liability to you in relation to any prize, its fitness for purposes, merchantability or otherwise. We reserve the right to disqualify entrants from entering our Competitions or prize winners from receiving their prizes where any such person engages in unsafe, illegal, unsociable or inappropriate behaviour.
- 5.9 All stated prize values are at the supplier's recommended retail price in pounds sterling and are correct at the time of printing. We take no responsibility for any fluctuations in prize values. When we award cash prizes they are in the form of a cheque in the name of the prize winner.

- 5.10 No additional, further or other costs or expenses are included in any prize unless stated. For example, the costs of transport to and from a venue or an event are not included and any accommodation prize includes basic room charge only.
- 5.11 Any prizes that are sent via the UK mail service will be sent at the cost of W!ZARD Radio Media (d/b/a Wizard Radio Limited), but prizes will only be sent via this method upon our decision.
- 5.12 W!ZARD Radio Media (d/b/a Wizard Radio Limited) will try it's hardest to ensure that all prizes are available. However, all prizes are still subject to being non transferable and non exchangeable.
- 5.13 No prizes in the form of digital downloads may be shared or sent on by the winner in any case whatsoever. The prizes in such form have been sent to the winner for private use only – the files of such prize can not be shared with any other person (whether they be family, friend, acquaintance or other). If such a case is found out that goes against this term – the prize must be returned or deleted upon our notification by a member of W!ZARD Radio Media (d/b/a Wizard Radio Limited) who would be sent a signed contract agreement to do such.

6. **EVENT PRIZES**

- 6.1 Where the prize for any of our Competitions involve the winner's attendance at (or tickets to) an event, the prize winner acknowledges that we are not liable or responsible if any part of the event is cancelled, varied or rescheduled for any reason. If this means that the winner (and/or any accompanying guests) cannot attend the relevant event, we shall be under no obligation to provide any cash or alternative tickets.
- 6.2 Entrants proposing to redeem prizes involving, or participating in any Competition where it involves, travel, stunts or physical challenges should notify us of any medical condition and we may at our absolute discretion require as a condition of entering the Competition or receiving the prize to:
- (a) submit to a medical examination by a medical practitioner approved by us and obtain medical clearance to participate in the Competition and/or redeem the prize.
- 6.3 W!ZARD Radio Media (d/b/a Wizard Radio Limited) can in no way be held liable if a winner is to be either emotionally, mentally or physically hurt or distraught due to any prize received.
- 6.4 Where prizes comprise or include "meet and greet" elements with celebrities, the prize may be subject to the availability of the celebrity in question and we will have no liability for any inability or failure of any prize winner to attend any "meet and greet" session offered on any date nor will we offer any alternative prize or cash alternative or compensation for such failure.

7. **UNCLAIMED PRIZES**

- 7.1 All prizes must be claimed within one-hundred and eighty two and a half (182.5) days of our notification of winning unless otherwise stated.
- 7.2 We reserve the right to award prizes unclaimed after this period to alternative prize winners or not to award them at all.
- 7.3 If you call to claim a prize from a "withheld number" line you must provide us with your contact details: otherwise we may be unable to contact you and you may as a result forfeit your prize.
- 7.4 If you claim a prize and fail to prove your identity, upon request by any member of W!ZARD Radio Media (d/b/a Wizard Radio Limited), your prize may not be given to you.
- 7.5 If you claim a prize from an identifiable or hidden account username via the Internet or Social Network sites you must provide us with your contact details: otherwise we may be unable to contact you and you may as a result forfeit your prize. The same applies from an unrecognizable or unidentifiable Chat Room user name (Chat Room located at <http://www.wizardradio.co.uk/listenlive.html>).

8 **PUBLICITY AND PERSONAL INFORMATION**

- 8.1 The personal information supplied by entrants when entering our Competitions will be kept for **ever** in file on a registered W!ZARD Radio Media (d/b/a Wizard Radio Limited) computer system. None of this information will be released to the public apart from the details discussed in section "8.3" and "8.4" of these Terms. All entrants may have their details removed from our database by contacting us. If details are removed prior to the conclusion of the Competition and/or award of prize(s), entrants will however forfeit their right to claim any prizes.
- 8.2 Should an entrant be required to submit a third party's personal information as a part of entry into or participation in any Competition, each entrant must ensure that any other person whose details have been provided by the entrant to us has given or will give their consent for their details to be provided to us and to be contacted by us in relation to the relevant Competitions.

- 8.3 It is a condition of your entry to our Competitions that we have the right to publicise, broadcast and communicate to the public the names, home towns, characters, likeness and voices of entrants to our Competitions for the running of the Competitions and matters incidental to the Competition.
- 8.4 In particular, entrants consent to their entries to radio Competitions being read out on air and/or to their conversations with our presenters being broadcast on air and communicated to the public on our website/s.
- 8.5 All entrants and particularly prize winners, may be required by us to participate in photo, recording, video and/or film session(s). In this regard you agree that we shall have the right to use all the resulting publicity materials in any medium (including, without limitation, the internet) and in any manner we see fit, unless you advise us at the time of entering the Competition that you wish to retain your anonymity. If you elect for anonymity, we may not be able to include you in certain Competitions (such competitions will be marked with a "12" symbol).
- 8.6 Entrants also acknowledge that publicity materials featuring them may be provided to our third party prize providers for the purposes of promoting their association with the Competition and awarding the relevant prizes.
- 8.7 No fees shall be payable to any entrant in relation to their entry in any Competition.
- 8.9 Entrants must also acknowledge that their personal details (stated in section "8.3" and "8.4" of these Terms) may be sent, by WIZARD Radio Media (d/b/a Wizard Radio Limited), to any of it's listed partners, sponsors or employees (these are listed on a registered WIZARD Radio Media (d/b/a Wizard Radio Limited) computer system. Any member of the general public is allowed to request that this list is shown before they enter a competition).

9 PHOTOGRAPHS AND VIDEOS

- 9.1 Should any Competition require entrants to submit a photograph or video clip, as a part of entry into or participation and used in the Competition (collectively, "**Photograph**"): (a) entrants warrant that they are the person in the Photograph or have prior approval from the person in the Photograph that it may be submitted as part of their entry;
- (b) entrants agree that we have the right to publish and communicate to the public the Photographs in any media including, but not limited to, online, at all times without restriction or limitation throughout the world and not only for the purposes of the Competition;
- (c) entrants acknowledge that we may edit the Photographs in our sole discretion;
- (d) entrants agree that we have the right to use entrants' names, likenesses and other personal information in conjunction with the Photographs;
- (e) entrants agree not to bring against us any actions, suits, claims and demands in respect of defamation or any infringement or violation of any personal and/or property rights of any sort from our use of their Photographs;
- (f) entrants aged under 18 shall have obtained the consent of a parent or a guardian (WIZARD Radio Media (d/b/a Wizard Radio Limited) will not ask the contestant whether they have parental permission, but assume that all contestants do. Therefore, if a contestant has not been given parental permission, we must be notified. and will provide us with the contact details we need should we wish to verify this).

10 DRAWS

- 10.1 No competitions will ever have the result of the draw at the end of it's Duration (stated underneath the title of the relevant Competition at <http://www.wizardradio.co.uk/competitions.html>) - opportunities to prevent a Draw will be taken by the acting DJ (qualified by James Gilmore of WIZARD Radio Media (d/b/a Wizard Radio Limited)).

11 COPYRIGHT

- 11.1 By entering our Competitions all entrants:
- (a) assign to us all rights (including present and future copyright) in their entry and their publicity materials in all media (including, without limitation, the internet) and whether in existence now or created in the future;
- (b) agree not to assert any moral rights in respect of their entry and the publicity materials (wherever and whenever such rights are recognised) against the Promoter, its assigns, licensees and successors in title;
- (c) undertake to us that their entry is not in breach of any third party intellectual property rights and will not contain anything, which is defamatory, indecent, harassing or threatening and that they will indemnify us for any loss, damage or liability arising should this turn out not to be true. If relevant, we reserve the right, but not the obligation (and without limiting entrants' warranty and indemnity as set out above), to screen, filter and/or monitor information provided by the entrant and to edit, refuse to distribute or remove the same;

(d) Confirm that they have the right, power and authority to grant the rights set out above and that they have obtained all consents and permissions necessary to grant us the same.

11.2 For the avoidance of doubt, all rights in the name and title of the Competition and the format rights for the Competition are our sole property and we may exploit the same our absolute discretion.

12 **MINORS**

12.1 If any prize winner is a child or young person (i.e. under the age of 18) W!ZARD Radio Media (d/b/a Wizard Radio Limited) will not ask the contestant whether they have parental permission, but assume that all contestants do. Therefore, if a contestant has not been given parental permission, we must be notified.

12.1 We may require that the terms and conditions applicable to the Competition (including these General Terms) be signed by the prize winner's parent or legal guardian before the prize is awarded. Any such prize may at our discretion be awarded to the prize winner's parent or legal guardian.

12.3 Where entrants or prize winners are required by us to sign a release or other document before participating in a Competition and/or redeeming a prize and the entrant and/or prize winner is under the age of 18 years, such document must be signed by that person's parent or legal guardian prior to their participation in the Competition and/or the prize being awarded.

13 **TAMPERING AND OTHER MATTERS**

13.1 If for any reason any Competition is not capable of running as planned as a result of any (including but not limited to) technical failures, unauthorised intervention, computer virus, mobile network failure, tampering, fraud or any other causes beyond our control which corrupt or affect the administration, security, fairness, integrity or proper conduct of a Competition, we reserve the right to cancel, terminate, modify or suspend the Competition and/or any draw/s or judging related to the Competition and/or to disqualify any individual who (whether directly or indirectly) causes (or has caused) the problem.

14 **LEAVE FOR PARTICIPATION**

Obtaining time off work and/or study or related activities to participate in a Competition and/or take a prize will be the sole and absolute responsibility of each contestant.

15 **TERMINATION OF COMPETITION**

The Promoter may vary the terms of, or terminate, a Competition at any time at its absolute discretion without liability to any contestant or other person. The Promoter will not award the prize if the Competition is terminated.

16 **DECISIONS FINAL**

16.1 All our decisions relating to the Competition and/or redemption of the prizes are final. No discussions or correspondence with entrants or any other person will be entered into.

17 **FAILURE TO ENFORCE TERMS AND CONDITIONS**

A failure by us to enforce any one of the terms and conditions in any instance(s) will not give rise to any claim or right of action by any entrant or prize winner, nor shall it be deemed to be a waiver of any of our rights in relation to the same.

18 **EXCLUSION OF LIABILITY**

18.1 Except as specifically set out herein and to the maximum extent permitted by law, all conditions, warranties and representations expressed or implied by law are hereby excluded.

18.2 To the fullest extent permitted by law, we hereby exclude and shall not have any liability to any entrant or prize winner in connection with or arising out of any Competition howsoever caused, including for any costs, expenses, forfeited prizes, damages and other liabilities, provided that nothing herein shall operate so as to limit or exclude our liability for personal injury or death caused by our negligence. For the avoidance of doubt, this paragraph 18.2 shall also apply in respect of any prize provided by a third party provider.

18.3 In the event that any provision of these General (or any Specific) Terms are held to be illegal, invalid, void or otherwise unenforceable, it shall be severed from the remaining provisions which shall continue in full force and effect.

19 **LAWS**

These General Terms (and any Specific Terms) shall be construed in accordance with and governed by the laws of England and Wales.