

## **1. The Promoter**

**The Promoter is: Jambo! Radio SCIO, SC053499 and whose registered office is at 3<sup>rd</sup> Floor, 46 Gordon Street, Glasgow, G1 3POU.**

**Our correspondence address is Jambo! Weekly, 3<sup>rd</sup> Floor, 46 Gordon Street, Glasgow, G1 3PU, Scotland, United Kingdom.**

**If you wish to contact us for any reason, please email [info@jamboradio.co.uk](mailto:info@jamboradio.co.uk).**

## **2. The competition**

**2.1. These terms and conditions apply to all competitions listed on the Promoter's website at <https://jamboradio.co.uk/competition> (the "Website")**

**2.2. The Promoter may offer different formats for the competitions. Subject to clause 2.3, an entry fee is payable each time you enter.**

**2.3. To be in with a chance of winning, everyone who enters the competition (an "Entrant") will be required to correctly answer a question or solve a problem set by the Promoter (the "Competition Question").**

## **3. How to enter**

**3.1. The competition will run from and including the opening and closing dates specified on the Website. These dates shall be referred to as the "Opening Date" and "Closing Date" respectively. All times and dates referred to are the times and dates in Scotland.**

**3.2. If it is absolutely necessary to do so, the Promoter reserves the right to change the Opening and Closing Dates. If the Promoter does change the Opening Date and/or the Closing Date of a competition, the new details will be displayed on the Website. The Promoter will not extend the Closing Date simply to sell more entries.**

**3.3. All competition entries must be received by the Promoter by no later than the specified time on the Closing Date. All competition entries received after the specified time on the Closing Date are automatically disqualified and no refunds will be given.**

**3.4. If there is a maximum number entries to a competition, this will be stated on the Website. The number of entries you are able to make may be limited if the maximum number of entries is reached.**

**3.5. Entrants can enter the competition as many times as they wish until either the maximum number of entries have been received or any maximum number of entries per Entrant has been reached. Entrants submitting free entries must submit each entry separately. Bulk entries, if received, will not be accepted and will only be counted as one single entry.**

**3.6. All Entrants (including those entering for free) must open an account on the Website prior to entering any of our competitions. Only one account per person is permitted. If any Entrant opens or tries to open multiple accounts using different email addresses, all of their accounts will be closed and the Entrant will not be permitted to enter any of the Promoter's competitions. Once an account has been opened, to enter the competition:**

**(a) go to the Website and view the Competition Question, if there is one;**

**(b) complete and submit the online entry form or follow the instructions on how to enter for free; then**

**(c) purchase the required number of entries; then**

**(d) when you have purchased your entries, submit your answer to the Competition Question, if there is one.**

**3.7. All entries must be submitted in the English language. Entries in languages other than English will automatically be disqualified and no refund will be given.**

**3.8. Unless you are using the free entry method, the Promoter will send confirmation that your entry has been received and confirm whether or not your answer to the Competition Question is correct.**

**3.9. The Promoter will not accept responsibility for competition entries that are not successfully completed, are lost or are delayed, regardless of cause, including, for example, as a result of any equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind.**

**3.10. By purchasing entries and submitting a competition entry, you are entering into a contract with the Promoter and are agreeing to be bound by these terms and conditions.**

**3.11. You may enter the competition for free by post by complying with the following conditions:**

**(a) send your entry by first or second class post to the Promoter at the following address 3<sup>rd</sup> Floor, 46 Gordon Street, Glasgow, Scotland, United Kingdom;**

**(b) hand delivered entries will not be accepted and will not be entered into the random draw;**

**(c) include with your entry the following information:**

**(i) the name or details of the competition you wish to enter;**

**(ii) your full name;**

**(iii) your address;**

- (iv) a contact telephone number and email address; and**
- (v) your answer to the Competition Question (if there is one).**
- (d) incomplete or illegible entries will be disqualified;**
- (e) you may make multiple free entries for any competition (up to any limit placed on entries by the Promoter) but each free entry must be submitted and posted to the Promoter separately. Bulk entries in one envelope will not be accepted as multiple entries and if a bulk entry is received, it will be counted as one single entry;**
- (f) by entering the competition, you are confirming that you are eligible to enter and accept these terms and conditions;**
- (g) your entry must be received by the Promoter prior to the Closing Date. Entries received after the Closing Date will not be entered into the random draw. Proof of posting does not guarantee you will be entered into the random draw;**
- (h) the Promoter will not acknowledge receipt of your entry nor confirm if your answer to the Competition Question is correct;**
- (i) if the number of entries received reaches any cap or limit before your free entry is received, you will not be entered into the random draw.**
- (j) if the entry price is less than the price of a second class stamp (currently 87p) you will receive multiple entries for each entry you send so that the value of your entries equals or exceeds the price of a second class stamp. For example, if the entry price is 49p, you will receive 2 free entries for each one you send. If the entry price is 33p, you will receive 3 free entries for each one you send.**

#### **4. Choosing a winner**

**4.1. The Promoter may use different methods of choosing the winner, depending on the format of the competition:**

- (a) Main draw: All Entrants who correctly answer the Competition Question will be placed into a draw, and the winner will be chosen by random draw. If no Competition Question is asked, all Entrants will be entered into the random draw. The random draw will take place as soon as reasonably possible and, in any event, within 7 days of the Closing Date (“Draw Date“);**
- (b) Instant wins: All Entrants meeting the entry requirements will be randomly allocated an entry number on completion and payment of their entry. The Promoter will use a random number generator to select an entry number for any Entrants entering via the free entry route and meeting the entry requirements. If the entry**

number corresponds with the instant win number stated on the Website, the Entrant will win that prize;

(c) Auto draws: The Promoter may use an auto draw system for choosing the winner or winners of the Main draw and any Instant wins. For the Main draw, the system will be set to randomly select a winner from all valid entries as soon as the Closing Date is reached or all entries have been sold (including allocation of free entries), whichever is sooner. For Instant wins, the auto draw system will automatically allocate the relevant prize to a winner if their entry number matches the instant win number.

4.2. All Entrants will have their names and entry numbers include on a spreadsheet which may be published on the Website and may be visible during the live draw. Names may also be posted on the website to indicate that an instant win prize has been won. If you do not wish to have your name included on this spreadsheet or posted on the website you must contact the Promoter via email at [info@jamboradio.co.uk](mailto:info@jamboradio.co.uk) as soon as reasonably possible after you have completed your entry and in any event, at least 48 hours before the live draw takes place.

For help with entries, please email us at [info@jamboradio.co.uk](mailto:info@jamboradio.co.uk).

## 5. Eligibility

5.1. The competition is only open to all residents in the United Kingdom aged 18 years or over, except:

(a) employees of the Promoter;

(b) employees of agents or suppliers of the Promoter, who are professionally connected with the competition or its administration; or

(c) members of the immediate families or households of (a) and (b) above.

5.2. By 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 and claim the prize. If you fail to provide the Promoter with any such proof or other information that they may require within a reasonable time, you may be disqualified from the competition.

5.3. The Promoter will not accept competition entries that are:

(a) automatically generated by computer; or

(b) incomplete.

**5.4. The Promoter reserves all rights to disqualify you if your conduct is contrary to the spirit or intention of the prize competition. This includes if you are rude or abusive to the Promoter or anyone associated with them.**

**5.5. No refunds of the entry fee will be given in any event, including;**

**(a) if, following your entry into the competition, you subsequently find out that you are not eligible to enter the competition or claim the Prize;**

**(b) if, following your entry into the competition the eligibility criteria for entering the competition or claiming the Prize changes and you are no longer eligible; or**

**(c) if you are disqualified from the competition by the Promoter for any reason.**

**5.6. If the Entrant engages in:**

**(a) any form of fraud (actual or apparent);**

**(b) fraudulent misrepresentation;**

**(c) fraudulent concealment;**

**(d) hacking or interference with the proper functioning of the website; or**

**(e) amending, or unauthorised use of, any of the code that constitutes the website.**

**all of their entries will be declared void, no refunds will be given and they may be prevented from participating in any future competitions.**

## **6. The prize**

**6.1. The prize for each competition is described on the Website (the “Prize”).**

**Details of the Prize are, to the best of the Promoter’s knowledge, information and belief, correct as at the Opening Date.**

**6.2. Prizes are subject to availability. The Promoter reserves the right to substitute any prize with a prize of equal or greater value. If any details of the Prize change, the Promoter will endeavour to update the Website as soon as reasonably possible.**

**6.3. The Promoter makes no representations and gives no warranties about the Prize, its value, its condition or any other information provided on the Website. The Promoter makes no representations and gives no warranties that the information provided on the Website is accurate, complete or up to date.**

**6.4. If the Prize is a vehicle:**

**(a) the Promoter will, unless otherwise stated, ensure it comes with a valid MOT (if required);**

**(b) no insurance is included with the Prize and it is the Winner's responsibility to ensure the vehicle is adequately insured prior to taking it on the public roads (if it is legal to do so);**

**(c) the Promoter has no responsibility for the Prize(s) once it has been delivered. The Winner is solely responsible for complying with all relevant laws and regulations relating to the Vehicle, its operation and ensuring they operate it in a safe and responsible manner;**

**(d) no vehicle/road tax is included;**

**(e) the Winner is responsible for ensuring they have the necessary licences, qualification, knowledge and experience to operate the vehicle safely and legally;**

**(f) the Winner is solely responsible for ensuring they have all necessary safety equipment and clothing (for example, helmets, boots and gloves) and for wearing them whilst operating the vehicle.**

**6.5. The Prize may be supplied by a third-party supplier (the "Supplier"). Details of the Supplier (if any) will be provided on the Website.**

**6.6. The Promoter may offer an alternative cash prize ("Cash Prize") for some competitions. If an alternative Cash Prize is offered, the amount of the Cash Prize will be stated in the prize description. It is the winner's choice as to whether or not they take the Prize or the Cash Prize. The Promoter also reserves the right, at its discretion, to substitute the Prize for a Cash Prize in the following circumstances:**

**(a) the Prize becomes unavailable;**

**(b) other circumstances beyond the reasonable control of the Promoter make it necessary to do so;**

**6.7. The prize is not negotiable or transferable.**

## **7. Winners**

**7.1. The decision of the Promoter is final and no correspondence or discussion will be entered into.**

**7.2. The Promoter will contact the winner personally as soon as practicable after the Draw Date, using the telephone number or email address provided with the competition entry. If the winner cannot be contacted or is not available, or has not claimed the Prize within 14 of days of the Draw Date, the Promoter reserves the right to offer the Prize to the next eligible Entrant selected from the correct entries that were received before the Closing Date.**

**7.3. 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**

either publish the surname and county of major prize winners on the Website or send the surname and county of major prize winners to anyone who writes to the address set out in clause 1 (enclosing a self-addressed envelope) within one month after the Closing Date of the competition.

7.4. If you object to any or all of your surname, county and winning entry being published or made available, please contact the Promoter at [info@jamboradio.co.uk](mailto:info@jamboradio.co.uk) prior to the Closing Date. In such circumstances, the Promoter must still provide the information to the Advertising Standards Authority on request.

## **8. Claiming the prize**

8.1. You must claim the Prize personally. The Prize may not be claimed by a third party on your behalf. Details of how the Prize will be delivered to you (or made available for collection) are published on the Website.

8.2. If your personal details, including contact information, changes at any time you should notify the Promoter as soon as reasonably possible. Notifications should be sent to the Promoter via email to [info@jamboradio.co.uk](mailto:info@jamboradio.co.uk). Notifications must include details of the competition you have entered, your old details and your new details. If your details change within 5 days of the Closing Date, the Promoter will use your old details if it needs to try to contact you

8.3. Any Cash Prize will be transferred directly to the winners nominated bank account. The winner must provide evidence that it is the sole or joint beneficiary of the bank account. Failure to do so within 14 days will result in disqualification from the competition and the winner forfeiting the prize. In such circumstances, the Promoter reserves the right to offer the prize to the next eligible Entrant selected from the correct entries that were received before the Closing Date.

8.4. The Promoter does not accept any responsibility and is not liable to pay any compensation if you are unable to or do not take up the prize.

## **9. 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 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.

## **10. Data protection and publicity**

**10.1. By entering the competition, you agree that any personal information provided by you with the competition entry may be held and used only by the Promoter or its agents and suppliers to administer the competition or as otherwise set out in the Promoter's Privacy Policy, a copy of which is available on the Website.**

**10.2. If you are the winner of the competition, you agree that the Promoter may use your name, image and town or county of residence to announce the winner of this competition. You further agree to participate in any reasonable publicity required by the Promoter**

**10.3. If you do not wish to participate in any publicity, you must notify the Promoter prior to the Closing Date. This will not affect your chances of winning the Prize. If you do not agree to participate in any publicity about the competition, we may still provide your details to the Advertising Standards Authority. This is a legal requirement that we must comply with to prove that the competition has been properly administered and the Prize awarded.**

**10.4. If you are the winner of the competition, you may be required to provide further personal information and proof of your identity in order to confirm your eligibility to claim the Prize and transfer ownership of the Prize to you. You consent to the use of your information in this way. You are entitled to request further details about how your personal information is being used. You may also withdraw your consent to your personal information being used in such way but by doing so you may prevent the Prize being transferred to you. In such circumstances, you will be deemed to have withdrawn from the competition and forfeit the Prize. You will not be entitled to any refund of your entry fee. The Promoter reserves the right to offer the Prize to the next eligible Entrant selected from the correct entries that were received before the Closing Date.**

**10.5. Please note that under data protection laws you are entitled to request that the Promoter does not contact you and removes your details from its database. If you make such a request you will be withdrawing from the competition as it will not be possible to contact you in the event that you are the winner. You will not be entitled to any refund of any entry fee if you withdraw from the competition. If you do not wish any of your personal details to be used by the Promoter for promotional purposes, please email the Promoter at [info@jamboradio.co.uk](mailto:info@jamboradio.co.uk) prior to the Closing Date.**

## **11. General**

**11.1. The Promoter reserves the right to amend these terms and conditions from time to time. The latest version of these terms and conditions will be available on the Website.**

**11.2. 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 and any future competitions.**

**11.3. The Promoter reserves the right to hold void, suspend, cancel, or amend the prize competition where it becomes necessary to do so. There is no minimum number of entries and the Promoter will not hold void, suspend, cancel, or amend the prize competition due to a lack of entries.**

**11.4. The competitions on the Website are in no way sponsored, endorsed, administered by or associated with Facebook. By entering the competitions, Entrants agree that Facebook has no liability and is not responsible for the administration or promotion of the competitions.**

**11.5. These terms and conditions shall be governed by Scottish law, and the parties submit to the exclusive jurisdiction of the courts of Scotland.**

**11.6. You should print a copy of these terms and conditions and keep them for your records.**