Spot the Van Competition 2020 – Terms and conditions

The AA UK Facebook - Spot the Van competition

There are 72 individual prizes to be won by spotting one of our 6 Tukker dog themed AA vans.

The 6 Tukker dog themed vans will each have a separate prize draw with the following prizes: A first prize of 1 Echo Auto (value up to £49.99) which gives you Alexa in your car, 10 Tukker branded car sunshades second prizes, and the third prize is 1 prize of 12 car washes at IMO.

Wherever you see an AA van it's important not to put yourself or other road users in danger if you're going to take a picture.

 Who are we? The promoter of this free prize draw is Automobile Association Developments Limited, Fanum House, Basing View, Basingstoke, Hampshire RG21 4EA ("AA"). This prize draw is in no way sponsored, endorsed, administered or associated with Facebook or any of the prize manufacturers/suppliers.

2. How to enter the free prize draw:

- 2.1. To enter you must photograph one of our 6 Tukker dog themed AA vans and post the photograph to The AA UK Facebook page: <u>https://www.facebook.com/TheAAUK/</u>
- 2.2. You will need a personal Facebook account and internet access to enter.
- 2.3. The free prize draw is open from 9:00am on 1 August 2020 until 11:59pm on 3 September 2020 when it closes. Entries received before the opening date and time or after the closing date and time are not valid and will not be considered.

Please note that comments posted outside of The AA UK Facebook page will NOT be counted as entries.

2.4. Only one entry per person. Duplicate entries or entries where the AA Tukker branded van is not visible in full will be disregarded.

2.5 No purchase or payment is necessary to enter or win. Making a purchase will not increase your chances of winning.

3. Eligibility

- 3.1 To enter this prize draw:
 - i) You must be resident in England or Wales; and
 - ii) You must be at least 18 years-old at the time of entry; and
 - iii) You must have a Facebook account of your own.
- 3.2. AA employees together with their immediate family members (including their spouses, biological, adoptive or step-parents, legal guardians, children, siblings, or grandparents, any legal dependents and household members) of the AA, and our partner agencies and companies associated with this free prize draw are not eligible to enter or win.
- 3.3 By submitting an entry to the free prize draw, you are agreeing to be bound by these terms and conditions.

4. Winners

- 4.1 The AA reserves the right to amend, alter or terminate the prize draw at any time due to circumstances beyond its control. Prizes are subject to availability and the additional terms and conditions as stated below.
- 4.2 All eligible entries will go into a free prize draw for the Tukker dog themed AA Van in the photograph after the closing date and time. 6 individual prize draws will be run by the AA which is one for each Tukker dog themed AA Van.
- 4.3 12 winners for each of the 6 individual prize draws will be randomly selected and will receive the prize specifically allocated to the Tukker dog themed AA van in the entry photograph.
- 4.4 Winners will be contacted via The AA UK Facebook page publicly within the social media team's working hours.
- 4.5 The first and second prizes will be sent by Royal Mail 1st class at minimum, the third prize will be emailed. Due to the COVID-19 pandemic, we're unable to confirm the delivery timescale on any prizes. The AA is not responsible for prizes not received.

- 4.6. The AA will request your phone number, email and address in order to ensure that we send the prize to the correct person. If such information is not provided within 14 days of such request, the AA reserves the right to withdraw the prize and award the prize to a different winner.
- 4.7 Any unclaimed prizes will be reallocated if the winner does not respond within 14 days.
- 4.8 The AA does not allow you to transfer your prize to someone else and we won't give you a cash alternative. The AA retains the right to substitute the prize with another prize of similar value in the event the original prize offered is not available.
- 4.9. Prizes will only be sent to the Facebook account owner.
- 4.10. Prizes will be sent by 24 September 2020 at the latest. For those prizes which are unclaimed initially they will be sent out within 14 days of receiving winner's details.
- 4.11 The winner's name will be displayed on The AA UK Facebook page.
- 4.12 We reserve the right to verify the validity of entries and to disqualify you without notice if you tamper with the entry process or don't comply with these terms.
- 4.13 Incomprehensible and incomplete entries will be deemed invalid and we will accept no responsibility for entries which are illegible, lost, delayed incomplete, which fail to be properly submitted or cannot be entered for technical or any other reason. Proof of drafting a post does not constitute proof of submitting it to the AA UK Facebook page. In the event that after a winner is notified that they are a winner, the AA becomes aware that their entry was not in accordance with these terms and conditions, the AA may withdraw the prize immediately and allocate it to another entrant.
- 4.14 The AA does not accept any responsibility if you are not able to take up the prize.
- 4.15 We accept no liability for use of the prize or any loss or damage which may arise from the free prize draw or from the use of the prize insofar as is permitted by law, the AA, its agents or distributors will not in any circumstances be responsible or liable to compensate a 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 AA, its agents or distributors or that of their employees. Your statutory rights are not affected.
- 4.16 These terms and conditions and any issues or disputes which may arise out of or in connection with these terms and conditions shall be governed by and construed in

accordance with English law and you can bring legal proceedings in respect of any issue or dispute in the English or Welsh courts.

4.17 Our decisions are final and no correspondence will be entered into regarding the outcome.

5. Data Protection and Publicity

- 5.1 The winner may be asked to take part in future publicity.
- 5.2 We, the AA, will use your personal data for the purpose of the management of the prize draw, including to assess your eligibility for the prize draw and to administer the prize draw.
- 5.4 We are required to make the initial, surname, and a county of the winners available upon request. If you object to any or all of your surname, county and winning entry being published or made available, you can contact us by going to the Contact Us section of our website. Alternatively, you can write to AA PLC, Fanum House, Basing View, Basingstoke, Hampshire, RG21 4EA, marking it for the attention of the DPO. In such circumstances, the AA must still provide the information and winning entry to the Advertising Standards Authority on request.
- 5.5 Your personal data will be retained in accordance with the AA's Privacy Notice which is available at: https://www.theaa.com/privacy-notice which explains what happens to any personal data that you give Automobile Association Developments Limited, or any that we may collect from or about you.

6. Publication and Licence

6.1 You agree that the AA may, but is not required to, make your entry available on its Facebook page and may also use your entry for its: internal business use, customer communications and promotions and offers, communications to its staff and any other media, whether now known or invented in the future, and in connection with any publicity of the competition. You agree to grant the AA a non-exclusive, worldwide, irrevocable licence, for the full period of any intellectual property rights in your entry to use, display, publish, transmit, copy, edit, alter, store, re-format and sub-licence the competition entry for such purposes.

- 6.2 In submitting your entry you are confirming that:
 - Images and other submissions are original works, are not defamatory and do not infringe third-party rights;
 - (ii) There are no conflicting agreements in place that restrict usage of these images or other submissions.
 - (iii) You have consent to use any third-party image in the entry and rights have been waived for that use. If a third party image is of a person under 18, parental or guardian consent must be provided.
 - (iv) You will produce evidence of any required consents at the AA's request, or risk being disqualified from entering the prize competition.
- 6.3 You understand that this prize draw promotion is in no way sponsored, endorsed, administered by or associated with Facebook and you hereby provide a complete release to Facebook of any responsibility for this prize draw.

7. Limitation of liability

- 7.1 In so far as is permitted by law, the AA, 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.
- 7.2 Under no circumstances will the AA's aggregate liability to you for any and all claims arising under these terms and conditions and/or the free prize draw which do not fall within clause 4.1 above exceed £50.00.

Safety

You'll see our AA Vans in many places such as parked up, on the way to a breakdown, fixing a vehicle at the roadside, in a car park or on the hard shoulder of a motorway.

Wherever you see an AA van it's important not to put yourself or other road users in danger if you're going to take a picture.

On the move:

• If you're a passenger then snapping one of our AA Vans is fine **<u>BUT never</u>** if you're driving.

• If you pass an AA Van at a breakdown on the roadside or hard shoulder don't pull in and stop nearby just to take a picture. Our AA Vans will be close to fast moving traffic, in a hazardous location and parked to protect the breakdown scene.

• In quiet streets or car parks, pull in and stop only if it's legal and safe to do so, but don't stop suddenly – always consider other road users.

On foot:

If you're on foot, then snapping one of our AA Vans is likely to be easier and safer but you'll still need to be aware of traffic and others around you.

- Stay on the pavement or marked footways, well out of the way of moving traffic.
- Be aware of what's behind and around you it's all too easy to step backwards off the kerb as you frame your snap.

Photographers will need to be sensitive if the van is parked or working on a private driveway and bear in mind that some people don't like having their photograph taken. You must obtain the consent of any individuals you have pictured in your photograph.

Terms and Conditions for each prize:

Echo Auto

The Echo Auto is not compatible with all cars or all smartphones. Please see https://www.amazon.co.uk/gp/browse.html?node=20859577031&ref=uk_wwytk_muf_aucc for further information and instructions.

Echo Auto connects to Alexa through the Alexa app on your smart phone and uses your existing smartphone data plan for connectivity and other features. Mobile network provider data and calling charges may apply.

Tukker branded car sunshade

The Tukker branded car sunshade may not be compatible in all cars and no additional parts or adaptors will be provided.

IMO

The winner will receive a years' worth of Car Wash vouchers which is the equivalent to 1 Car Wash per month. The vouchers can be redeemed at any IMO / ARC site in the UK. The prize will be provided to the winner in the form of 12 x individual Pro-Shield Car Wash vouchers all valid for 1 year. The vouchers are only valid for one Pro-Shield Car Wash, they are non-transferable, there is no cash-alternative and the prize vouchers cannot be replaced.