

Fitbit Charge 4 Promotion

Your relationship with General & Medical Finance Ltd (“G&M”)

1.1 These terms of use set out the legally binding contract between G&M and you in relation to the **Fitbit Charge 4 Promotion** (“the Promotion”).

1.2. You will be deemed to accept these terms if you purchase a policy with General & Medical Ltd.

1.3 G&M may make changes to these terms from time to time. The most up to date version will be available from G&M on its website www.generalandmedical.com. You should check the terms regularly and if you purchased a policy after the date of any change it will be on the new terms.

1.4 G&M shall use and take care of any personal information you provide to G&M as described in G&M’s privacy policy, and in accordance with current UK Data Protection legislation, and will not disclose this personal information to a third party without your consent.

2. Fitbit Charge 4 Promotion rules

2.1 The Promotion is organised by General and Medical Finance Limited, General and Medical House, Napier Place, Orton Wistow, Peterborough, PE2 6XN.

2.2 G&M reserves the right from time to time and at any time to cancel, discontinue, temporarily or permanently, or amend the Promotion or these rules with or without prior notice (including, without limitation, in the case of anticipated, suspected or actual fraud).

2.3 In the event of any dispute regarding the rules, notice or conduct of the Promotion, the decision of G&M shall be final and binding and no other correspondence or discussion shall be entered into.

2.4 Every individual who purchases a private medical insurance policy directly from our website will automatically be entered into the Fitbit Charge 4 competition. One winner will be chosen at random.

2.5 The competition begins at 00:00 on 4th January 2021 and closes at 23:59 on 31st January 2021. All eligible entries received during this time will automatically be included. One winner will be chosen at random on 1st February 2021.

2.6 The Promotion is one Fitbit Charge 4. This will be despatched after the first payment on the policy has been made. G&M accepts no responsibility for the product being lost, damaged or delayed in the post.

2.7 The Fitbit Charge 4 is non-transferable, non-exchangeable and there is no cash alternative. G&M reserves the right to substitute a product of equal or greater value at any time. G&M accepts no responsibility for any costs associated with the product and not specifically included in the product.

2.8 G&M accepts no responsibility for any damage, loss, liabilities, injury or disappointment incurred or suffered by you as a result of taking out the insurance policy or accepting the Promotion. G&M further disclaims liability for any injury or damage to your or any other

person's computer relating to or resulting from participation in or downloading any materials in connection with the Promotion. G&M accepts no responsibility for entries that are lost, delayed, damaged, misdirected or incomplete or cannot be delivered or entered for any technical or other reason.

3. General legal terms

3.1 These terms constitute the whole legal agreement between you and G&M in relation to your entry of the Promotion.

3.2 Nothing in these terms excludes or limits G&M's liability for losses which may not be excluded or limited by applicable law. Subject to this, G&M shall not be liable to you for any loss or damage which may be suffered by you in relation to your entry to the Promotion, including indirect or consequential losses.

3.3 G&M shall not be liable for any failure to comply with its obligations where the failure is caused by something outside its reasonable control. Such circumstances shall include, but not be limited to, weather conditions, fire, flood, hurricane, strike, industrial dispute, war, hostilities, political unrest, riots, civil commotion, inevitable accidents, supervening legislation or any other circumstances amounting to force majeure.

3.4 You acknowledge and agree that each member of the group of companies of which G&M is a part may directly enforce, and rely upon, any provision of these terms. Other than this, no other person or company may benefit from these terms.

3.5 These terms, shall be governed by English law. G&M and you agree to submit to the exclusive jurisdiction of the courts of England to resolve any legal matter arising from these terms.

January 2021