

## **Fortnum & Mason Halloween Hamper Prize Draw**

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 **Fortnum & Mason Halloween Hamper Prize Draw** (“the Prize Draw”).

1.2. You will be deemed to accept these terms if you enter the Prize Draw.

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](http://www.generalandmedical.com). You should check the terms regularly and if you enter the Prize Draw 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. By entering the Prize Draw, you agree to the collection, retention, usage and distribution of your personal information in order to process and contact you about your Prize Draw entry.

### **2. Prize Draw rules**

2.1 The Prize Draw 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 Prize Draw 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, conduct or result of the Prize Draw, 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 completes a complete & valid health insurance quote on our website ([www.genealandmedical.com](http://www.genealandmedical.com)) will be automatically entered into the Prize Draw. There will be one entry per person.

2.5 The competition begins at 00:00 on 1<sup>st</sup> October 2020 and closes at 23:59 on 31<sup>st</sup> October 2020. All eligible entries received during this time will automatically be included. One winner will be chosen at random on 2<sup>nd</sup> November 2020.

2.6 To enter the Prize Draw you must be a UK resident and aged 18 years or over at the time of entry. Employees of G&M or its group companies, any company involved in the Prize Draw, or any advertising agency or web company connected with G&M, are not eligible to enter. Proof of identity and age may be required and G&M reserves the right to verify the eligibility of all entrants.

2.7 The prize is one **Fortnum & Mason Halloween Hamper** and will be sent to the winner by G&M by post. G&M accepts no responsibility for the prize being lost, damaged or delayed in the post. G&M will endeavour to send the prize within a month of the Competition closing date but cannot guarantee delivery time.

2.8 The prize winners will be notified personally by email and/or telephone on the 2<sup>nd</sup> November 2020. If a winner does not respond to G&M within 30 days of being notified by G&M, then the winner's prize will be forfeited and G&M shall be entitled to select another winner in accordance with the process described above (and that winner will have to respond to notification of their win within 30 days or else they will also forfeit their prize). If a winner rejects their prize or the entry is invalid or in breach of these rules, the winner's prize will be forfeited and G&M shall be entitled to select another winner.

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

2.10 G&M accepts no responsibility for any damage, loss, liabilities, injury or disappointment incurred or suffered by you as a result of entering the Prize Draw or accepting the prize. 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 Prize Draw. 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. Proof of delivery of the entry is not proof of receipt by G&M.

2.11 The winner may be required to take part in promotional activity related to the Prize Draw and the winners shall participate in such activity on G&M's reasonable request. The winners consent to the use by G&M and its related companies, both before and after the closing date of the Prize Draw for an unlimited time, of the winner's first name and town of residence for publicity purposes.

2.12 By entering the Prize Draw you agree for G&M and its selected partners to contact you with future product offers that G&M believes may interest you. If you would prefer not to receive these offers you will be given the opportunity to unsubscribe on every email that G&M sends to you or please write to Customer Service Department, General and Medical Finance Limited, General and Medical House, Napier Place, Peterborough, PE2 6XN.

### **3. General legal terms**

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

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 Prize Draw, including indirect or consequential losses such as loss of profit, loss of goodwill or business reputation, or loss of data suffered by you.

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.

3.3 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.

3.4 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.

October 2020