

## Competition Terms and Conditions

### Terms and conditions: Pulse8 Broadband Competition

These are the terms and conditions of entry ('Terms') which apply to the Pulse 8 Broadband competition ('Competition'). They also contain information about the prizes, how to enter and on what basis the entries are judged. Please read them all as they apply to the competition and your entries and you will be assumed to know and agree them.

The Competition's promoter is Compucare Computer Servicing Ltd, Trading at Pulse8 Broadband of 4 St.Bartholomew's Road, Ogwell, Devon TQ12 6GP, England. For ease of reference, in these Terms we refer to Pulse8 Broadband as 'we', 'our' and 'ours'. You who enter this Competition are referred to as 'you', 'your' and 'yours'.

Your participation in the Competition constitutes acceptance of these Terms and it is a condition of entry that you are deemed to accept them. If you do not accept them, please do not enter. You will note that there is absolutely no charge to you for entering.

These Terms may change from time to time without notice so please keep an eye out for any changes on our website page at [www.pulse8broadband.co.uk](http://www.pulse8broadband.co.uk) In addition, we reserve the right to cancel, modify, extend or suspend the Competition if for any reason we have to.

### The Competition

The prize is a £100 Amazon gift voucher and there will be one winner. The competition will launch on Monday 1<sup>st</sup> May 2018 and close at midnight on Friday 27<sup>th</sup> July 2018. The winner will be announced via email on Monday 30<sup>th</sup> July 2018.

Please note that, wherever you live or wherever you send your entry from, as this Competition is made, administered and judged in England then we and you agree that the laws of England shall govern and apply to it; and that we and you agree the sole forum for any dispute shall be the English High Court.

### Who can enter?

The Competition is open to entrants based in the UK who are aged 18 years or more. You are not eligible to enter or win (and any such entries will be discarded) if you or your immediate family (parents, children, siblings, partner and grandparents) are connected to us or our directors, employees, partners or contractors (or any of our related parent or subsidiary companies anywhere in the world).

### How do I enter?

You need sign up to a Pulse8 Broadband service to be eligible for this competition. You will need to complete the online sign up process at <https://pulse8broadband.co.uk>

Existing customers get one free entry per account, not per service they subscribe to.

Participation in the Competition is strictly personal and limited, for the entire duration of the Competition, to a single entry per person and per household (same name, same e-mail and/or IP address. Contestants are therefore forbidden from entering using aliases, with different Social Media accounts or on behalf of other persons.

Your entry is deemed received at the time we see your posting, not before. Incomplete and invalid entries will not be accepted into the Competition and will be discarded. If your entry gets lost in the web or cyberspace generally or doesn't arrive for any other reason, we're sorry but we can't be responsible for that or held at fault for it as we have absolutely no control over it.

### How do you pick the winner?

The winner will be announced by random selection on Monday 30<sup>th</sup> July 2018.

## Acting improperly

We reserve the right to disqualify any entrant and reject any entry at our sole discretion (which is not challengeable) if we think that entrant or their entry has engaged in, or involves any unlawful or improper conduct. This includes if we think you are trying to jeopardize or improperly influence any aspect of the fair conduct of the Competition. We also reserve the right to do this if we think any entrant or entry is (or has the potential to) generally damaging to the reputation and good name of Pulse 8 Broadband and all our connected companies and affiliates.

We also reserve the right to reject entrants or entries which we reasonably believe have breached any of these Terms, all as determined in our sole discretion. We alone, using our discretion, decide if an entry is suitable, proper and compliant. We may disqualify any entrant and entry which we think is objectionable, indecent or offensive, although we realize that such content might not be offensive to everyone.

Please note that if we feel for any reason that we have to cancel, shorten or terminate early this Competition, or change the prizes (we shall try our hardest to make them reasonably comparable) or stop it for other technical or administrative reasons which we cannot control, then we have the full right to do that without any liability or responsibility towards you. If this happens part way through the Competition, where we can we will select the winner from all eligible entries received at that time of that cancellation or early termination.

## How do you find out if you have won?

On or around the winner announcement times mentioned above, we'll announce the winner via email. The winners must respond and claim their prize by e-mailing us at [support@pulse8comms.co.uk](mailto:support@pulse8comms.co.uk) within 3 weeks of our announcement, or we will pick another winner for the Competition. We'll then sort out any details required for the prize with the winner directly by email or phone. So, if you don't contact us within that time period to claim your winnings then you forfeit the winning position and prize and we select another winner.

## Our responsibilities

We will conduct this Competition in accordance with these Terms. As regards any personal details you send us we will comply with the English laws as regards its usage and destruction.

We will not pass on to any third parties any of that information you give us for the purposes of marketing or promotional matters. That said, you agree by entering that if you do win, we can use your name and photograph for our future marketing purposes only unless you tell us in writing that we should not do so.

As regards any liability we have towards you for the Competition or matters arising out of it, or your utilizing your prize if you win, please note that by entering you are deemed to agree that we (and our officers and employees) are not responsible or liable to you anything that results in:

- 1 damage or loss that was not reasonably foreseeable or which was not directly related to something we did or did not do;
- 2 damage or loss that was not caused by our negligence;
- 3 business damage or losses (such as lost data, lost profits or business interruptions) or any damage or loss suffered by non-consumers;
- 4 losses caused by factors which could reasonably be considered to be outside our control (such as faults in third party equipment, or delayed or cancelled trains ); and
- 5 any damage or loss caused, or contributed to, by your breach of any of these Terms or your negligence or dishonesty.

For the avoidance of doubt, nothing we say above will exclude our liability for any death or personal injury caused by our negligence.

## Copyright / Licensing

As said above, you confirm and agree all of your entry will be/is your own work and that you own any images you submit.

In consideration for you entering the Competition and having the free chance to win the prize mentioned above (and irrespective as to whether you actually win or not), you will be deemed to have agreed unconditionally to grant to us, Pulse 8 Broadband and all our and its subsidiary or parent companies (as described in English law) a license that is a) worldwide, b) perpetual, b) non-exclusive, to reproduce, publish, adapt, communicate and broadcast all or part of your entry in any media for the purposes of this Competition. Generally, we will attribute you as the author where possible, but in some circumstances, we may decide not to.

You agree to indemnify us, against any loss, damage, injury, cost or expense which we suffer as a result of your entry into the Competition including (but not limited to) any clause or infringement of intellectual property rights made by any third party against us.

We will use any personal information contained in your entry, or submitted via email, to conduct the Competition and award the prizes.

## Contact details

If you have any questions about these Terms or any aspect of the Competition then you can contact us at the address given above, or by email to [support@pulse8comms.co.uk](mailto:support@pulse8comms.co.uk). We will use reasonable efforts to deal promptly with your enquiries.