# **Audi presents Wilderness Prize Draw Terms and Conditions**

- By participating in the Audi presents Wilderness Prize Draw (the "**Prize Draw**"), you confirm your acceptance of the following terms and conditions (the "**Terms**").
- The promoter of this Prize Draw is Volkswagen Group United Kingdom Limited trading as Audi UK (Company Number 00514809) whose registered office is at Yeomans Drive, Blakelands, Milton Keynes, MK14 5AN (the "**Promoter**").
- This Prize Draw is run in conjunction with Live Nation ("LiveNation") and The Independent ("Independent").
- You will be legally bound by these Terms from the time you submit an entry to the Prize Draw, so please read them carefully before entering.
- Any questions, comments or complaints regarding this Prize Draw should be directed solely to the Promoter via <a href="mailto:office@audiukvip.co.uk">office@audiukvip.co.uk</a> and not to Live Nation, the Independent, Facebook, Instagram, or any other third party.

## **CAN I ENTER THE PRIZE DRAW?**

- 6 The Prize Draw is open to individuals who:
  - a) are residents of the United Kingdom (excluding Northern Ireland) and are able to meet the Promoter at a location selected by the Promoter within 100 miles of the Wilderness Festival site if they win a Prize;
  - b) are aged eighteen (18) years or over;
  - c) have opted into email marketing consents from Audi UK

at the time of entry into the Prize Draw and at the time of notification of the Winner (defined below). Each such individual is an "**Entrant**" for the purpose of these Terms.

- 7 Entry into the Prize Draw is free. No payment is necessary.
- The Prize Draw is not open to employees of the Promoter, Live Nation, The Independent, their agents or contractors, the Promoter's retailers or to their immediate family members or persons living in the same household, whether or not related, or anyone else otherwise professionally connected with the Prize Draw.
- The Promoter reserves the right to verify the eligibility of any Entrant and Winners and their compliance with these Terms. The Promoter may require such information as it considers reasonably necessary for this purpose. The Promoter may withhold prizes while it verifies eligibility.
- 10 Internet access and an email address are required to enter the Prize Draw.

### **HOW TO ENTER**

- The Prize Draw will open for entries at 15:00 (GMT + 0) on 07/05/2025 and will close for entries at 15:00 (GMT + 0) on 17/06/2025 (the "Prize Draw Period").
- 12 To enter, Entrants must do the following during the Prize Draw Period:

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- a) follow the link from the advertising on The Independent properties to the dedicated Prize Draw entry page and;
- b) follow the link to the dedicated Prize Draw entry page, enter your details and;
- c) Opt into receive Audi UK email Marketing communications, and;
- d) click "submit" and accept these terms and conditions.

#### Restrictions on entry

- Only entries completed and received by the Promoter during the course of the Prize Draw Period and in accordance with these Terms will be eligible for entry into the Prize Draw. No responsibility can be accepted for entries not received for whatever reason.
- Only one (1) entry per person is permitted for the Prize Draw. The Promoter reserves the right to disqualify entrants who seek to enter more than this limit. Multiple entries from the same person and entries generated by script, macro, mechanical or other automated means are prohibited and will cause disqualification. Anyone found to have used multiple accounts to enter the Prize Draw will be ineligible. Multiple entries made through agents, third parties, organised groups or any entry duplication method will not be accepted.
- The Promoter reserves the right to disqualify any Entrant and/or refuse to award a Prize or withdraw prize entitlement and/or refuse further participation in the Prize Draw, where it believes the Entrant not to be participating within the spirit of the Prize Draw or suspects the Entrant of engaging in any unfair or unjust behaviour or breaching these Terms. The Promoter reserve the right to use its discretion in all respects and to enforce any penalty or sanction it deems appropriate. The Promoter's decision will be final in this regard.
- 16 Entrants understand and agree that they are solely responsible for compliance with the rules, policies and terms of service of Instagram and Facebook.
- 17 Entries that are not submitted in accordance with these Terms and/or that are delayed, damaged, incomplete, altered, illegible or otherwise defective or filtered from search (or which the Promoter cannot use to identify and contact the Entrant) will be disqualified.
- The Promoter accepts no responsibility for entries or prize claims that are late, incomplete, incorrectly submitted, corrupted or misdirected, whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise.
- The Prize Draw is run by the Promoter. This Prize Draw is in no way sponsored, endorsed or administered by, or associated with Instagram or Facebook and you release Instagram and Facebook from any and all liability relating to this Prize Draw.
- If at any time you wish to withdraw from the Prize Draw, your request should be made in writing to the Promoter at <a href="mailto:office@audiukvip.co.uk">office@audiukvip.co.uk</a>.

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#### **PRIZES**

- 21 There is one (1) prize to be won ("Prize(s)"). The Prize includes:
  - (a) A pair of weekend tickets (Friday to Sunday) to Audi presents Wilderness 2025.
  - (b) Two (2) nights' accommodation in a Luxury cabin for two (2) (based on sharing a double room) on site at Audi presents Wilderness on an accommodation basis only.
  - (c) A chauffeur driven Audi to take the winner and their guest to the festival and return journey (Audi to select vehicle based on availability and confirm to the Winner when awarding the Main Prize).
  - (d) A pair of tickets to the Audi Kitchen on either Friday or Saturday lunchtime (day to be allocated by Audi and confirmed to the Winner when awarding the Prize).

### **SELECTION OF THE WINNER**

- The winners will be drawn at random from all valid and eligible entries received and verified by the Promoter and/or its agent during the Prize Draw Period (the " **Winner(s)**").
- The Winners will be selected during the week commencing 23<sup>rd</sup> June 2025.
- The selection process and Prize allocation is final and, therefore, no correspondence will be entered into thereafter.
- The Winners will be contacted via email and phone within 14 working days of the Winners having been selected. The Promoter will use the contact details supplied with the entry to contact the Winners and will not be responsible if the contact details supplied to it are incorrect. Please ensure that the email address you provide is valid in order for the Promoter to contact you once you have won.
- 26 Entrants who have not won a Prize will not be notified.
- When notified, each Winner will be asked to confirm:
  - (a) their compliance with these Terms;
  - (b) their name and email address;
  - (c) their quest's name and age;
  - (d) any dietary requirements;
  - (e) if they accept the Prize.
- It is the responsibility of the winner to inform the Promoter and/or its agent of any wheelchair or similar access requirements for the Winner and/or their guest when taking up the Prize, and to adhere to any applicable health and safety guidelines.
- If a Winner cannot be contacted or does not claim their Prize within two (2) working days of notification after reasonable efforts by the Promoter, that Winner is not eligible for the Prize or has not complied with the Terms, the Promoter reserves the right (at its sole discretion) to withdraw the Prize from that Winner and pick a replacement Winner. No alternative Prize will be awarded to the original Winner. These Terms will apply to any replacement winner but they may be given a shorter period of time to claim the Prize.

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#### **WINNERS AND PRIZES**

### General

- There is a maximum of one (1) Prize per person.
- The Prizes are available to be won, but the Promoter makes no guarantees that all Prizes will be won (e.g. if there is low participation).
- Where applicable, all Prizes will be arranged in accordance with COVID-19/Government guidance at the time of redeeming the Prize. If delivery or fulfilment of any prize will be delayed due to the COVID-19 pandemic and resulting Government restrictions, all Winners affected will be contacted by the Promoter and kept updated of any unavoidable changes and revised delivery/fulfilment dates.
- Prizes are non-transferable and non-refundable. Winners must not seek to sell any Prize or advertise any Prize for sale, including on any digital platform or social media platform.
- The Winner's guest must be aged eighteen (18) years or over.
- The Winner and their guest (as applicable) may be required to provide a valid form of government issued ID or other information on request by the Promoter. The Promoter reserves the right to withhold the Prize due to any discrepancies in the ID and/or evidence or other information required.
- If the Promoter subsequently discovers the Winner is ineligible or has breached these Terms or is suspected of engaging in any other unfair or unjust behaviour then the Promoter reserves the right (at its absolute discretion) not to award the Prize to that Winner and (in its discretion) either to award the Prize to another Entrant, who will be selected at random in the same way as the original Winner. In that event the original Winner shall not be entitled to utilise the Prize. No alternative prize will be awarded to the original Winner. These Terms will apply to any replacement winner but they may be given a shorter period of time to claim the Prize.
- There is no cash or other prize alternative to any of the Prizes.
- If the Prize offered is unavailable, cancelled or suspended due to circumstances beyond the control of the Promoter, the Promoter has the right, but is not obliged, to offer an alternative prize of equal or greater value to the face value of the Prize. The Winner will not be entitled to any monetary equivalent or compensation for any costs or expenses incurred or suffered in connection with taking up the Prize.
- 39 Elements of the Prize are subject to availability and all elements must be taken at the same time.
- Other than as set out above, the Winner and their guest(s) will not be entitled to any reimbursement of travel or accommodation costs associated with their Prize. All such costs will be the sole responsibility of the Winner.

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- Other than as set out above, the Prize does not include any additional meals and drinks, entertainment, spending money, personal and travel insurances, appropriate clothing, personal expenses, visas, vaccinations or any other costs not specifically mentioned as part of the Prize above. All such costs will be the sole responsibility of the Winner.
- The Winners and their guests will also need to adhere to any other terms and conditions and/or disclaimers provided as part of the Prize. This includes the Live Nation terms and conditions, available here.
- The surname and counties of the Winner(s) and the Prize won will (unless the Winner has objected on lawful grounds) be made available on receipt of a self-addressed pre-paid envelope received by the Promoter for sixty (60) days following the end of the Prize Draw. Entrants can object to disclosure or request that disclosure be limited in scope by contacting <a href="mailto:office@audiukvip.co.uk">office@audiukvip.co.uk</a>. The Promoter may nevertheless disclose the surnames and counties of the Winners to the Advertising Standards Authority if required to do so.

### **PUBLICITY**

- Any Winner may be required to take part in non-paid publicity or advertising relating to the Prize Draw, which may include having their photograph taken for promotional and/or press purposes.
- The Promoter reserves the right to feature the name, photograph and location of the Winner and their guest in any future marketing materials, website publications, promotions and/or prize draws.

## **GENERAL**

- In all circumstances, the Promoter's decision is final and no correspondence will be entered into.
- The Promoter is solely responsible for the administration of this Prize Draw and fulfilment of the Prizes. For the avoidance of doubt, Live Nation shall have no liability in connection with the administration of this Prize Draw and fulfilment of the Prizes.
- The Promoter may change these Terms or cancel the Prize Draw at its absolute discretion in the event of circumstances outside its reasonable control, which it considers make it necessary for it to do so.
- Neither the Promoter nor Live Nation accept any responsibility for (a) any entries which are not received due to the use of incorrect or inaccurate entry information, any faulty or failed electronic data transmissions, or for any other reason; (b) any unauthorised access to, or theft, destruction or alteration of entries at any point in the operation of the Prize Draw; (c) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, computers or providers used in any aspect of the operation of the Prize Draw; (d) inaccessibility or unavailability of any network or wireless service, the Internet and/or any website; or (e) any injury or damage to any person's computer(s) or mobile device(s) which may be related to or result from any attempt to participate in the Prize Draw or to download any materials in connection with the Prize Draw.

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- Neither the Promoter nor Live Nation is responsible for events outside its control or for any losses arising as a result of events outside of its control. Nothing in these Terms shall have the effect of excluding or restricting the Promoter's or Live Nation's liability where it would be unlawful to do so. This includes liability for (a) death or personal injury caused by the negligence of the Promoter, Live Nation or its employees, agents or sub-contractors, (b) fraud or fraudulent misrepresentation, and/or (c) any other matter for which it would be unlawful for it to exclude or attempt to exclude their liability.
- The Promoter reserves the right to delay, postpone or cancel the Prize Draw in the event of a catastrophe, war, civil or military disturbance, act of God, further COVID restrictions affecting the Prize, or any actual or anticipated breach of any applicable law or regulation or any other event outside of the Promoter's reasonable control. Any changes to the Prize Draw will be notified to Entrants as soon as possible by the Promoter.
- The Promoter will award the Prize as described in these Terms, but the Promoter accepts no responsibility or liability for the Winner's use of the Prize.
- If there is a conflict in these Terms with any other terms whatsoever in respect of the Prize Draw, these conditions will apply.
- Each of the paragraphs of these terms and conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- The Prize Draw and these Terms (including any non-contractual disputes or claims arising out of them) will be governed by the law of England and Wales. Any disputes must be referred to the English courts. Consumers in Scotland may additionally bring an action in their home courts.

## HOW WE HANDLE YOUR PERSONAL INFORMATION

We process your personal information in accordance with our privacy notice available at <u>Legal</u> & Privacy > Audi UK.