

## **Terms and Conditions**

## **Arsenal Stadium Tours Hashtag Competition**

These terms and conditions ("Terms and Conditions") set out the basis on which you can participate in the Arsenal Stadium Tours Hashtag Competition (the "Competition"). By entering the Competition, you accept these Terms and Conditions in full. If you do not accept these Terms and Conditions, you should not enter the Competition and you will not be eligible to win the prize. *Entry is by Twitter or Instagram only*.

- 1. COMPETITION FREQUENCY AND PERIOD: The Competition will be held a maximum of twelve times per year. There shall be no minimum number of times that the Competition will be held per year. Each Competition will take place over one (1) calendar month. The start date for entries is the first day of the relevant calendar month in which the Competition is held at 00:00 (UK time) ("Start Date"). The closing date for entries is the last day of the relevant calendar month in which the Competition is held at 23:59 (UK time) ("Closing Date"). Entries received after the Closing Date will not be entered into the Competition for the relevant calendar month.
- 2. **TO ENTER:** To enter the Competition, you need to post to Twitter and/or Instagram a photo of yourself attending an Arsenal Stadium Tour at the Emirates Stadium, accompanied with the hashtag "#AFCSTADIUMTOUR" by no later than the Closing Date.
- 3. **ELIGIBILITY:** Entry is open to UK residents only. Only one entry per person is allowed.
- 4. If entrants are under 18, consent from a parent or guardian must be obtained prior to entry and the parent or guardian must agree to these Terms and Conditions in full. Winners may be required to supply a completed parental/legal guardian consent form in accordance with Arsenal's directions in order to claim their prize.
- 5. Employees of The Arsenal Football Club Plc (company number 109244) ("Arsenal") or members of their immediate families are not eligible to enter the Competition.
- 6. Entry is by Twitter or Instagram only. No purchase is required to enter but you will require email and internet access to participate in the Competition. No refund may be claimed for any expenses incurred relating to the use of an email account or internet connection for the purpose of entering the Competition.

## 7. **PRIZE:** Either:

- a. an Arsenal men's first team home shirt, signed by current or previous members of the Arsenal men's first team; or
- b. a Arsenal branded football, signed by current or previous members of the Arsenal men's first team.

(in either case, the "Prize"). The particular Prize selected from those listed at paragraphs 7(a) and 7(b) shall be at the absolute discretion of Arsenal. The Prizes are non-transferable and no cash alternative will be offered.

8. Arsenal reserves the right to substitute the Prize(s) (or any part of it for a prize or prizes of equivalent or greater monetary value if this is necessary for reasons beyond its control. There is no cash alternative



to the Prize (or any part of them) and unless agreed otherwise in writing the Prize is non-refundable and non-transferable. All costs and expenses not included within the Prize are the responsibility of the winner(s).

- 9. Third party terms and conditions apply to parts of the Prize where applicable.
- 10. **SELECTION OF WINNER:** The winner(s) will be identified via a two-stage process, namely:
  - a. Arsenal will use its discretion to select four (4) entries from all eligible entries received between the Start Date and the Closing Date of each Competition; and
  - b. the four (4) selected entries will be posted to the Arsenal FC Twitter account (@Arsenal) in a 'poll' format, whereupon other Twitter users will have 24 hours in which they are able to vote for one (1) entry of their choice. The entries will also be posted to the Arsenal Official Instagram account (@Arsenal) whereupon other Instagram users will have 24 hours in which they are able to 'like' the entries. The winner of the Competition will be the entry that receives the most votes and 'likes' when the two are combined.
- 11. At all times Arsenal reserves the right to select the winner by any other method it deems appropriate.
- 12. The winner will be contacted using the contact details provided on entry within 72 hours of the Closing Date. If the winner cannot be contacted or does not respond to confirm details for delivery of the Prize within 14 days, the second most popular entry, as determined by the process detailed at paragraph 10 above will be selected as the winner in place of the most popular entry.
- 13. Unless otherwise notified by Arsenal, the Prize will be delivered to the winner within 30 days of confirmation of the winner's address for delivery of the Prize.
- 14. **PHOTOGRAPHS**: By entering the Competition, you warrant and undertake that you are the legal and beneficial owner of all intellectual property rights in your entry (including all images and text submitted by you as part of the entry process), that your entry is your own original work and does not infringe any third party rights.
- 15. You warrant that you entry does not infringe English law.
- 16. By entering the Competition, you agree that any entry you submit may be used by Arsenal and its selected sub-licensees for Arsenal's marketing and promotional purposes in perpetuity, throughout the world in any and all media whether now known or hereafter invented without further remuneration (the "Permitted Purposes").
- 17. You warrant and undertake that you have obtained all relevant rights and written permission from individuals featured in the entry, and that your entry does not feature anyone under the age of 12 unless it is your own child and/or you have that child's consent.

- 18. You hereby waive and agree not to assert (and warrant that all individuals featured in your entry have waived and agreed not to assert) any moral rights in and in connection with your entry.
- 19. You agree to do such other things and execute such other documents as are reasonably requested of you by Arsenal in order to allow Arsenal to use your entry for the Permitted Purposes.
- 20. Arsenal reserves the right in its absolute discretion to pass on to the relevant authorities any images which cause it concern.
- 21. **PUBLICITY AND PERSONAL DATA:** If the winner is aged 18 or over, the winner agrees to take part in reasonable publicity relating to the Competition and Arsenal may use the winner's name and image and his/her comments relating to the Competition and/or the Prize for future promotional, marketing and publicity purposes in any media worldwide without notice and without any fee being paid.
- 22. Details of the winner's name will be available on request for one month after the Closing Date by writing to Arsenal (including providing a stamped self-addressed envelope and stating the name and closing date of the Competition) at the address set out below.
- 23. Arsenal will use entrants' personal details for the purposes of administering the Competition and awarding the Prize. More information about how Arsenal handles personal data is available at <a href="https://www.arsenal.com/privacy-policy">www.arsenal.com/privacy-policy</a>.
- 24. OTHER IMPORTANT INFORMATION: Entries must not be submitted through agents or third parties. No responsibility can be accepted for lost, delayed or incomplete entries, or for electronic entries or winning notifications that are not received or delivered (for any reason including as a consequence of communication or network failures). Any such entries will be deemed void.
- 25. Arsenal reserves the right to withdraw or amend the Competition or these Terms and Conditions if circumstances outside its reasonable control make this unavoidable.
- 26. Entries must be strictly in accordance with these Terms and Conditions. Any entry not in strict accordance with these Terms and Conditions will be deemed to be invalid and the Prize will not be awarded in respect of such entry. Arsenal reserves the right to verify the eligibility of any entrant and to exclude any entries which it believes to be invalid or in breach of these Terms and Conditions.
- 27. Arsenal's decision is final in all matters relating to the Competition (including the Prize) and no correspondence will be entered into.
- 28. Except in respect of death or personal injury resulting from any negligence of Arsenal, to the maximum extent permitted by law, neither Arsenal nor any of its officers, employees or agents shall be responsible for (whether in tort, contract or otherwise):
  - i. any loss, damage or injury to you and/or any third party or to any property belonging to you or any third party in connection with the Competition and/or the Prize (including the winner's receipt or use of the same), resulting from any cause whatsoever; or

- ii. any loss of profit, loss of use, loss of opportunity or any indirect, economic or consequential losses whatsoever and howsoever caused.
- 29. The Competition is not in any way sponsored, endorsed or administered by, or associated with Twitter and/or Instagram. You acknowledge that Twitter and/or Instagram shall not have any liability to you in connection with the Competition. Arsenal reserves the right to disqualify any entrant posting an entry or a comment to Arsenal's Twitter and/or Instagram that is, in Arsenal's opinion, inappropriate, offensive or upsetting to other entrants, fans of Arsenal or directly aimed at Arsenal, or contrary to applicable law, and to remove any such entry or comment.
- 30. Arsenal will be under no obligation to hold the Competition in each calendar month and may cease a Competition during a calendar month at any time without notice to previous or prospective entrants.
- 31. **GOVERNING LAW AND JURISDICTION:** Please note that these Terms and Conditions are governed by English law. This means that your entry into the Competition and any dispute or claim arising out of or in connection with it will be governed by English law. You and Arsenal both agree that the courts of England and Wales will have non-exclusive jurisdiction in connection with any such dispute or claim.
- 32. **SPIRIT OF THE COMPETITION:** If you attempt to compromise the integrity or proper operation of the Competition by cheating or committing fraud in any way, Arsenal reserves the right to render your entry invalid, seek damages from you and ban you from participating in any of their future competitions.
- 33. **CONTACT:** If you have any questions about the Competition, please write to Membership Rewards, Marketing Department, The Arsenal Football Club PLC, Highbury House, 75 Drayton Park, London N5 1BU.