

'Touch the Car'

Prize promotion terms and conditions

## **1 About us**

- 1.1 The promoter of this promotion is New Driver Safety Ambassador Limited, a Community Interest Company with a registered office at 27-29b St Mary's Street, Newry BT34 2AA (**we, us, our**).

## **2 The promotion**

- 2.1 These terms and conditions outline our 'Touch the Car' promotion rules.

## **3 How to enter**

- 3.1 You can only enter this promotion by completing the New Driver Road Safe NI pledge and by correctly answering 5 questions that are based on the New Driver Safe Motoring presentation, which can only be viewed online at [www.newdriverni.com/safemotoring](http://www.newdriverni.com/safemotoring).
- 3.2 You may only submit one entry to this promotion.
- 3.3 No payment is necessary to enter this promotion.
- 3.4 By submitting your entry, you confirm that you have read and understood these terms and conditions and agree to be bound by them.

## **4 Eligibility**

- 4.1 To enter this promotion, you must be a permanent resident of Northern Ireland and be aged between 16 years and 24 years and 364 days old at the time of entry.
- 4.2 The following persons are not eligible to enter:
- 4.2.1 our employees or workers;
  - 4.2.2 employees or workers of any organisation involved in the operation or administration of this promotion including prize suppliers, sponsors and advertising agencies; and
  - 4.2.3 members of their immediate families.
- 4.3 Entries will be void if they:
- 4.3.1 do not comply with these terms and conditions;
  - 4.3.2 are incomplete or illegible; or
  - 4.3.3 are considered by us to be part of an attempt to manipulate and/or unfairly influence the outcome of this promotion.
- 4.4 We may ask for proof of age, residence or eligibility. Delay or failure to provide the evidence to our reasonable satisfaction may result in an entry being void or a prize being forfeited.
- 4.5 We reserve the right to disqualify any entry:-
- 4.5.1 if we have reasonable grounds to believe an entrant has breached any of these rules; and/or

- 4.5.2 if we consider an entrants conduct is contrary to the spirit or intention of the promotion;  
and
- 4.5.3 for any reason at our entire discretion.
- 4.6 Our decision as to whether an entrant (or their entry) is eligible or subject to disqualification for this promotion is final and we are not obliged to provide any reasons for disqualification.

## **5 Prize**

- 5.1 The prize (**Prize**) is sponsored by Crash Services Limited (**CRASH**) and JMK Solicitors (**JMK**), Shelbourne Motors Limited (**Shelbourne Motors**) and Alan Brown and Co (NI) Ltd., trading as AB&C Insurance (**AB&C Insurance**) (collectively **the Sponsors**) and comprises of:-
  - 5.1.1 a new Dacia Sandero Access SCe 75 car valued at £6,995.00 (**Car**), or if the Car is unavailable, a voucher totalling £6,995.00 for Shelbourne Motors Newry or Portadown;  
and
  - 5.1.2 one year's free car insurance up to the value of £1,000.00 (**Insurance**).
- 5.2 No cash alternative will be offered for the Prize.
- 5.3 The Prize may be subject to additional terms and conditions imposed by the Sponsor or any other organisation connected to this promotion.
- 5.4 If necessary due to circumstances beyond our control, we may (at our option) substitute the whole or part of the Prize for a reasonable equivalent of equal or higher value.

## **6 Receiving the Prize**

- 6.1 The Car element of the Prize must be collected from Shelbourne Motors.
- 6.2 The winner is responsible for any costs or expenses involved in claiming or using the Prize other than those that are expressly stated as being included as part of the Prize, including the costs associated with collecting the Car or arranging delivery, and registering and taxing the Car.
- 6.3 We are not liable for any damage or loss to the Car caused by any third party. If the Car is damaged or fails to be collected or delivered, we have no obligation to provide a replacement Car.
- 6.4 Normal Insurer terms, conditions and acceptance criteria will apply to the Insurance element of the Prize and if no insurer on the AB&C Insurance panel is able to offer a policy to the winner, the Insurance element of the Prize will be forfeited.
- 6.5 The winner must:-
  - 6.5.1 pay any difference in insurance if the Car insurance for them exceeds £1,000.00 and both we and the Sponsors take no responsibility for any discrepancies regarding this;
  - 6.5.2 make sure they are personally available over the phone (not a relative or friend) to assist AB&C Insurance with arranging the insurance policy; and
  - 6.5.3 take out an insurance policy on the Car before 31st August 2021

6.6 The Prize is non-negotiable, for the named winner only and cannot be given or transferred to any other person.

## **7 Start date**

7.1 This promotion will start at 6.00pm on 02 November 2020.

## **8 Closing date**

8.1 The closing time and date for entries to this promotion is at 9.00pm on 27 May 2021. Entries received by us after this (whether or not they were sent before) will be void.

8.2 If for any reason it is necessary to do so, we reserve the right to change the closing date and/or the monthly draw date for the promotion. If we do change the closing date or one of the monthly draw dates of the promotion, the new details will be displayed on our website.

## **9 How it Works**

9.1 A draw will take place on the last Thursday of each month, beginning on Thursday 29 October 2020 and finishing on Thursday 27 May 2021 (inclusive).

9.2 Each month all eligible entrant names will be amalgamated onto one list. Each entrant name on the list will be assigned a number at random in advance of a draw.

9.3 A random number generator will be used to generate a random number and the entrant name corresponding to that randomly generated number will be chosen to participate in the "Touch the Car" finale competition for a chance to win the Prize.

9.4 A second random number will be generated and the entrant name corresponding to that second randomly generated number will win £100.00.

9.5 In the draw which takes place in May 2021, the names corresponding to the first two randomly generated numbers will be chosen to participate in the "Touch the Car" finale competition for a chance to win the Prize and the entrant names corresponding to the next two randomly generated numbers will each win £100.00.

9.6 We are under no obligation to confirm whether or not an entry was received prior to the monthly deadline or whether an entrant's answer(s) to the question(s) were correct.

## **10 Touch the Car finale Competition**

10.1 All entrants names chosen for the "Touch the Car" finale competition will be required to attend the competition finale at Shelbourne Motors, Newry at approximately 12 noon on Saturday 19 June 2021 to take part in the "Touch the Car" competition.

10.2 The successful entrants chosen for the finale competition must let us know by 12 noon on Friday 18 June if they are able to attend the finale. Successful entrants have the right to choose a proxy to act on their behalf at the finale.

10.3 Our representatives and representatives of the Sponsors will attend the finale competition, together with an independent verifier.

10.4 The rules at the finale competition are simple: contestants must stand with one hand on a vehicle chosen by us — no leaning and no kneeling - and the contestant who touches the vehicle for the longest time without letting go, wins the Prize.

10.5 Our decision is final, and no correspondence or discussion will be entered

## **11 Contacting the winner**

11.1 We will notify the winner as soon as possible on or after the competition finale using the contact details provided in the entry.

11.2 Reasonable efforts will be made to make contact over a period of two weeks. If it has not been possible to contact the winner in that time, the prize will be forfeited.

11.3 If for some reason, AB&C Insurance cannot get in contact with the winner about organising the Insurance element of the Prize, after several failed attempts they will contact us and we will then attempt to contact the winner. If we are unable to contact the winner, then the winner will be deemed to have forfeited the Insurance element of the Prize.

11.4 All entrants are solely responsible for providing us with their accurate and up-to-date contact details.

11.5 In the event that an entrant changes their contact details, they will be solely responsible for advising us of the change

## **12 Data Protection, Publicity and use of personal information**

12.1 By entering the promotion, you agree that any personal information provided by you may be held and used by us, our agents and suppliers to administer the promotion.

12.2 Records of entrants' details will be retained by us for at least three years.

12.3 We will use your personal information only in accordance with these terms and conditions and our privacy policy.

12.4 The name, image and location of; the monthly £100.00 winners, successful entry to the Touch the Car competition finale and the ultimate Prize winner will be published at [www.newdriverni.com](http://www.newdriverni.com) for one year after the closing date.

12.5 Entrants who do not want their name, image and location included on the list of winners referred to must notify us within a reasonable period of time of submitting a promotion entry.

12.6 The winners of this promotion may be asked to participate in publicity and agree to do so.

## **13 Ownership and use of entries**

13.1 You will retain ownership of all intellectual property rights (including copyright) in your entry, but you agree to grant us a licence to use it for promotional and for any other purpose connected to this promotion.

13.2 The licence will last for the duration of the relevant intellectual property right and includes the right for us to:

- 13.2.1 edit or modify your entry (including resizing, adjusting the colour and adding elements such as text);
  - 13.2.2 adapt it or incorporate it into other materials;
  - 13.2.3 sub-licence it to third parties or companies in our group to use for the purposes described in clause 12.1; and
  - 13.2.4 republish it (or any version modified in the way described above) on any media anywhere in the world.
- 13.3 You confirm that your entry:
- 13.3.1 is your own original work and does not breach any third party's intellectual property rights;
  - 13.3.2 is not defamatory, offensive, threatening, discriminatory, distasteful, pornographic or illegal;
  - 13.3.3 can be submitted to us and used without breaching any contractual obligation to any person; and
  - 13.3.4 does not contain anything which may be confidential or commercially sensitive.
- 13.4 If your entry contains photographs or video images of people, you must ensure that you inform them that you intend to use the material for the purposes of this promotion and obtain their consent.
- 13.5 We may ask you for evidence of any such consent and reserve the right to disqualify your entry if you are unable to provide it or if we have doubts about its adequacy.
- 13.6 You are not entitled to any fees for granting the licence and you are not entitled to terminate the licence unless we agree in writing.

## **14 Our liability**

- 14.1 While nothing in these terms and conditions will limit our liability for death or personal injury caused by our negligence or for fraud, we will not be legally responsible to entrants or winners for any losses that were not foreseeable to us or to you at the time of entry to this promotion or which are caused by a third party.
- 14.2 We shall not in any circumstances be responsible or liable:-
- 14.2.1 to any entrant for any loss or damage suffered or arising from any delays or failures in the online entry of the promotion;
  - 14.2.2 to the winner for any loss, damage, personal injury or death occurring as a result of taking up the Prize; and/or
  - 14.2.3 for any failure or inability to contact any entrant due to any errors, omissions or inaccuracies in the contact details that the entrant has provided.

## **15 Complaints and disputes**

- 15.1 If you want to contact us about this promotion or have a complaint, you can reach us by:
- 15.1.1 phone: 02830 251 840;
  - 15.1.2 email: [info@newdriverni.com](mailto:info@newdriverni.com); or
  - 15.1.3 post: the Director, New Driver Safety Ambassador Limited, 27-29b St Mary's Street, Newry BT34 2AA
- 15.2 These terms and conditions shall be governed by and construed in accordance with the laws of Northern Ireland and any disputes shall be subject to the exclusive jurisdiction of the Northern Irish courts.

## **16 Accessibility**

- 16.1 If you have any difficulty accessing or entering this promotion, please contact us at [info@newdriverni.com](mailto:info@newdriverni.com).
- 16.2 If you would like these terms and conditions in another format (for example: audio, large print, braille) please contact us and we will endeavour to provide it.

## **17 General**

- 17.1 We reserve the right to amend these terms and conditions from time to time. The latest version of these terms and conditions will be available on our website.
- 18 If there is any reason to believe that there has been a breach of these terms and conditions, we may, at our sole discretion, exclude you from participating in the promotion and any future promotions.
- 19 We reserve the right to void, suspend, cancel or amend the promotion where we deem it necessary to do so.