

Terms and conditions for the Macmillan Prize Draw

By entering the Macmillan Prize Draw you agree to be bound by these terms and conditions (these "**Terms and Conditions**"). Promotional materials relating to the Macmillan Prize Draw including all information on how to enter the Macmillan Prize Draw also form part of these Terms and Conditions. In the event of any conflict between any terms referred to in such promotional materials and these Terms and Conditions, these Terms and Conditions take precedence.

1. The promoter of this Macmillan Prize Draw is Macmillan Cancer Support ("**Macmillan**"), registered charity in England and Wales (261017), Scotland (SC039907) and the Isle of Man (604); a company limited by guarantee registered in England and Wales (02400969). Isle of Man company number 4694F. Registered office: 89 Albert Embankment, London, SE1 7UQ.
2. Participants must be at least 18 years old and legally resident within the UK, Channel Islands or Isle of Man. Employees and agents of Macmillan or any of its subsidiary or affiliated companies [and their immediate families and members of their households] and anyone otherwise connected with operation or fulfilment of the Macmillan Prize Draw are not eligible to take part¹. Macmillan reserves the right to require participants to prove that they are eligible. If the winner of the prize is found to be ineligible, Macmillan reserves the right to award the prize to another participant and to require the return of any prize already awarded.
3. The Macmillan Prize Draw commences on October 1st 2012 and all entries must be received by 12:00pm GMT on the closing date of 29th February 2013.
4. The Prize Draw will operate on the website at the following URL address: <http://www.macmillan.org.uk/Donate/Prizedraw.aspx> (the "**Website**"). Entry to the Prize Draw is free; no purchase is necessary. To enter the Prize Draw you must enter your data onto the relevant section of the Website using the entry form available at <http://www.macmillan.org.uk/Donate/Prizedraw.aspx>². Entries by email, post or facsimile will not be accepted: only those submitted via the official method of entry. You may make a maximum of 1 entry into the Prize Draw. You may only win one prize per person, irrespective of number of entries.
5. The prize to be won is £250 in vouchers. The winner is responsible for paying all associated costs that are not specifically stated in these Terms and Conditions, and all other incidentals. The Winner is also personally responsible for any personal or incidental expenses and any VAT, national and/or local tax liabilities incurred in claiming or using the prize. The prize is as stated and is non-exchangeable and non-transferable. There is no cash or other alternative to the prize in whole or in part. By participating in the Macmillan Prize Draw you agree that the prize is awarded on an "as is" basis, and that neither Macmillan nor any of its subsidiary or affiliated companies, make any representations or warranties of any nature with respect to the prize. The prize is subject to the terms and conditions of the relevant supplier or manufacturer.

¹ Macmillan must detail all restrictions that may be applicable, including those which are geographical or technological in nature in addition to personal restrictions (such as minimum age restrictions) and those restrictions highlighted to it by any prize provider.

² Macmillan must detail how entrants can participate and refer to all significant conditions, costs and any other major factors reasonably likely to influence participants' decisions.

6. **There will be one winner chosen every month between 1st October 2012 and 29th February 2013.** The winner of the Prize Draw each month will be the first name chosen at random from all complete, eligible, properly submitted entries received before the end of the applicable closing date that month.
7. The winner will be notified no later than a month after selection by the email address provided. The winner may be required to submit valid identification before receiving their prize. The prize will be sent to the winner by post to a postal address within the UK notified by the winner in advance. If a winner refuses or is unable provide an eligible postal address for Macmillan to post the prize to by 29th February 2013, Macmillan reserves the right to **award the prize to another participant.**
8. In the event that, for reasons beyond Macmillan's reasonable control and not related to the winner, Macmillan is unable to award the prize as described in these Terms and Conditions, Macmillan reserves the right to award a prize of a similar nature and an equivalent value, or at Macmillan's sole discretion, the cash value of the prize. In the event of a printing or other error resulting in there being more winners than prizes for the Macmillan Prize Draw Macmillan reserves the right at any time to allocate the available prize **by the means of a prize draw** or to divide the prize or the value of the prize between the winners of the Macmillan Prize Draw.
9. The provision of the prize does not imply endorsement by Macmillan of Voucher Express or any other third parties concerned in any way with the Macmillan Prize Draw. Any complaints or queries relating to the use of the prize should be directed to Voucher Express.
10. By entering the Macmillan Prize Draw you agree to have your name and photograph featured in publicity materials relating to the Macmillan Prize Draw if you win without further reference, payment or other compensation. This includes making your name as the winner available on the Website between October 1st 2012 and February 29th 2013. Details of the winner will also be available to participants and the public on request by sending a letter and stamped addressed envelope to Macmillan Cancer Support, 89 Albert Embankment, SE1 7UQ no later than February 29th 2013.
11. Macmillan will collect and process your personal information in order to conduct the Macmillan Prize Draw and it will be shared with Macmillan's agents to the extent necessary for the prize to be delivered to the winner. If you do not provide any of the information requested when entering the Macmillan Prize Draw you may not take part in the Macmillan Prize Draw. Your names and other personal details from your entry to the Macmillan Prize Draw will be collected and stored by Macmillan and held in accordance with Macmillan's privacy policy in place from time to time.
12. Macmillan reserves the right to modify, cancel, terminate or suspend the Macmillan Prize Draw in whole or in part, at its sole discretion, if it believes the Macmillan Prize Draw is not capable of being conducted as specified within these Terms and Conditions or in the event of a virus, a computer bug or unauthorized human intervention or any other cause that is beyond the reasonable control of Macmillan that could corrupt or affect the administration, security, impartiality or normal course of the Macmillan Prize Draw . Neither Macmillan nor any of its subsidiary or affiliated companies are responsible for any condition, circumstances, losses, failures or delays caused by events beyond its or their control such as (but not limited to) the acts or defaults of Voucher Express (or any other

supplier selected by Macmillan to provide the prize) or otherwise that may cause the Macmillan Prize Draw to be disrupted or corrupted, or that may lead to loss or damage of prizes in transit to the winner.

- 13 Save where it has been negligent, Macmillan will not be responsible for any damage, loss or injury resulting from participants' entry into the Macmillan Prize Draw or their acceptance and/or use of the prize, or for technical, hardware or software failures, lost, faulty or unavailable network connections or difficulties of any kind that may limit or prohibit their ability to participate in the Macmillan Prize Draw. Macmillan will not be responsible for any lost, damaged, defaced, incomplete, illegible or otherwise unreadable entries. Proof of posting is not proof of receipt by Macmillan of any entries.
- 14 Any illegible, incomplete or fraudulent entries will be rejected. Any participant who enters or attempts to enter the Macmillan Prize Draw in a manner, which in Macmillan's determination is contrary to these Terms and Conditions or by its nature is unjust to other entrants (including without limitation tampering with the operation of the Macmillan Prize Draw cheating, hacking, deception or any other unfair playing practices such as intending to annoy, abuse, threaten or harass any other entrants or Macmillan and/or any of its agents or representatives) may be rejected from the Macmillan Prize Draw at Macmillan's sole discretion.
- 15 By participating in the Macmillan Prize Draw you agree to release and hold Macmillan, its subsidiary and affiliated companies, together with their respective employees, officers, directors, agents and representatives, harmless from any and all losses, damages, rights, claims and actions of any kind in connection with participating in the Macmillan Prize Draw or resulting from your acceptance or use of the prize, provided that nothing in these Terms and Conditions shall in any way limit Macmillan's liability for death or personal injury caused by its negligence or for any other matter where liability may not as a matter of law be limited.
- 16 All Macmillan's decisions in relation to the Macmillan Prize Draw are final in all matters and Macmillan will not enter into any correspondence with participants other than the winner.
- 17 These Terms and Conditions are governed by English law. The courts of England and Wales shall have exclusive jurisdiction to hear any dispute or claim arising in association with the Macmillan Prize Draw or these Terms and Conditions.