

Terms and conditions for The Bodyguard Prize Draw

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

1. The promoter of this 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. 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 Prize Draw commences on 23 August 2012 and all entries must be received by 11.59pm GMT on the closing date of 16 September 2012.
4. The Prize Draw will take place at Macmillan Cancer Support, 89 Albert Embankment, London SE1 7UQ. Entry to the Prize Draw is free; no purchase is necessary. To enter the Prize Draw you must either purchase a ticket to The Bodyguard on 28 November 2012 via www.macmillan.org.uk/thebodyguard or send an email to specialevents@macmillan.org.uk with your full name, email address, postal address and telephone number. Entries by post or facsimile will not be accepted: only those submitted via the official methods of entry. You may make a maximum of 1 entry into the Prize Draw. Any entries in addition to this may result in your disqualification.
5. The prize to be won is a one night stay on 28 November 2012 for two people in a Deluxe King or Twin Room including Full English Breakfast at The Savoy, London. The winner is responsible for paying all associated costs that are not specifically stated in these Terms and Conditions, including (where applicable) transport, accommodation, meal costs, spending money, insurance 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 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 any terms and conditions of the relevant providers of the services.
6. The winner of the Prize Draw will be the first name chosen at random from all complete, eligible, properly submitted entries received before the end of the applicable closing date.
7. The winner will be notified no later than 18 September 2012 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 to provide an eligible postal address for

Macmillan to post the prize to by 30 September 2012, Macmillan reserves the right to award the prize to another participant. If a winner has not claimed his or her prize by the date specified in the notification of winning, 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 Prize Draw, Macmillan reserves the right at any time to allocate the available prize through a further draw
9. The provision of the prize does not imply endorsement by Macmillan of The Savoy or any other third parties concerned in any way with the Prize Draw. Any complaints or queries relating to the use of the prize should be directed to The Savoy, Strand, London WC2R 0EU.
10. Details of the winner will be available to participants and the public on request by sending an email to ablair@macmillan.org.uk no later than 30 September 2012.
11. Macmillan will collect and process your personal information in order to conduct the 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 Prize Draw you may not take part in the Prize Draw. Your names and other personal details from your entry to the Prize Draw will be collected and stored by Macmillan and held in accordance with Macmillan's privacy policy in place from time to time (see <http://www.macmillan.org.uk/TermsandConditions/PrivacyPolicy.aspx>).
12. Macmillan reserves the right to modify, cancel, terminate or suspend the Prize Draw in whole or in part, at its sole discretion, if it believes the 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 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 The Savoy (or any other supplier selected by Macmillan to provide the prize) or otherwise that may cause the 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 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 Prize Draw. Macmillan will not be responsible for any lost, damaged, defaced, incomplete, illegible or otherwise unreadable entries.
14. Any illegible, incomplete or fraudulent entries will be rejected. Any participant who enters or attempts to enter the 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 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 Prize Draw at Macmillan's sole discretion.

- 15 By participating in the 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 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 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 Prize Draw or these Terms and Conditions.