

Terms and conditions for the Tunbridge Wells Carluccios/WBCM Promotional 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 number: 261017; company number 02400969) whose address is 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 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 Prize Draw commences on 12 September 2009] and all entries must be received by 5.00pm on the closing date of 18 September.
4. The Prize Draw will take place at Macmillan Cancer Support, Surrey Office. Entry to the Prize Draw is free; no purchase is necessary². To enter the Prize Draw you must register for Worlds Biggest Coffee Morning using our agent Marketpoint via the hotline number 0845 6021246, provide your name and postal address and quote the keyword "LA22"³. Entries by email, post or facsimile will not be accepted: only those submitted via the official method of entry. Only one entry will be accepted for each registrant; any entries in addition to this may result in your disqualification.
5. The prize to be won is a complimentary 3 course meal for 2 people including soft drinks and a bottle of Sicilian Sicani wine at Carluccio's, Tunbridge Wells⁴. 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

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 If there is a requirement to pay to enter the prize draw (other than the purchase of a product at its normal price) such as a premium rate call/SMS being required for entry, then a free entry route should also be provided and detailed within these terms and conditions.

³ 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.

⁴ Macmillan must include a general description of the prize and also specifics as to what costs Macmillan or the prize provider will be covering (if any). For instance if accommodation is a prize, what star rating will the accommodation be, will breakfast or any other food or drink be included or will all ancillary costs be for the winner.

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.

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 30 September via the 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 is unable to provide an eligible postal address for Macmillan to post the prize to by 30th September, Macmillan reserves the right to conduct a further draw 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 conduct a further draw 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.
9. The provision of the prize does not imply endorsement by Macmillan of Carluccio's plc or any other third parties concerned in any way with the Prize Draw / Competition. Any complaints or queries relating to the use of the prize should be directed to Carluccio's plc, 35 Rose Street, London WC2E 9EB, Telephone 0207580 3050.
10. By entering the Prize Draw, you agree to have your name and photograph featured in publicity materials relating to the Prize Draw if you win without further reference, payment or other compensation⁵. This includes making your name as the winner available on the Website between 1st October 2009 and 10th October 2009. 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, The Old Hop Kiln, Long Garden Walk, Farnham, Surrey, GU9 7HX no later than 10th October 2009.
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

⁵ Macmillan should note that this wording may not be legally effective if the promotion has been marketed without this being clear and reasonably prominent in accompanying marketing materials. Macmillan should therefore seek to also gain separate signed consents/waivers if possible and incorporate any data protection related consents into any entry forms that may be used as part of the prize draw or competition concerned.

time: http://www.macmillan.org.uk/Privacy_policy.aspx.

- 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. 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 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/ Competition or these Terms and Conditions.