



BRIGHTER FUTURES COMPETITION TERMS & CONDITIONS

1. General

1.1. The competition (the “**Promotion**”) to win the prize (the “**Prize**”) as specified in the public literature relating to such Promotion (the “**Promotion Literature**”) is subject to these terms and conditions (the “**Terms**”), which shall prevail in the event of any conflict or inconsistency with any other communications, including advertising or promotional materials. Entry/claim instructions are deemed to form part of the Terms and by participating all persons wishing to enter the Promotion (each an “**Entrant**”) will be deemed to have accepted and be bound by the Terms. Please retain a copy for your information.

1.2. The Prize shall not constitute a ‘package’ under the Package Travel and Linked Travel Arrangements Regulations 2018 (the “**Regulations**”) or any equivalent legislation in any jurisdiction and the Regulations shall not apply.

1.1. **The Promoter:** Brighter Futures Ltd, The Bridge, Le Geyt Road, St Saviour, JE2 7NT, Jersey (registered in Jersey, registered company number 127507) registered with the Jersey Charities Commission Number 204.

1.2. **The Supplier:** Please see each individual promotion for details of the prize supplier.

2. Eligibility

2.1. The Promotion shall be open for entries from the date upon which entries open (as specified in the Promotion literature) (the “**Opening Date**”) until and including the closing date specified in such literature (the “**Closing Date**”) and the period between such dates shall be the “**Promotional Period**”.

2.2. In order to enter the Promotion you must:

2.2.1. be aged 18 years or over as at the Opening Date;

2.2.2. be resident in Jersey during the entirety of the Promotional Period or otherwise comply with any residence criteria as specified in the Promotion literature; and

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2.2.3. not be an employee of the Promoter or the Supplier or a member of the immediate family of any of the foregoing, in either case where such person is involved in the administration of the Promotion.

2.3. Any entries that the Promoter considers (in its absolute discretion) to be dangerous, vulgar, offensive, indecent, illegal racist, copied, offensive, cruel or fraudulent, or infringe on the rights or copyright of others will be immediately disqualified.

2.4. Incomplete, illegible, misdirected or late entries will not be accepted. Proof of sending will not be accepted as proof of delivery or receipt. No responsibility can be accepted for entries that are incomplete, lost due to technical reasons, corrupted, delayed, wrongly delivered, or not received for whatsoever reason.

2.5. The Promoter reserves the right, at its sole discretion, to eliminate or disqualify any entries or Entrants that it regards as being in breach of these Terms or the spirit of the Promotion. Those who try to circumvent the entry process and/or entry instructions by any method will be disqualified and the Prize will be void. In such circumstances, the Promoter reserves the right to cancel, terminate, modify or suspend the Promotion.

3. The Prize

3.1. The Prize must be booked by the deadline specified in the Promotion literature and travel to and from the chosen destination must be completed within the dates specified.

3.2. Transfers to and from the airport are not included.

3.3. No optional flight/board//transfer/accommodation supplements are included in the Prize.

3.4. Travel insurance is not included. Winners are advised to take out their own insurance.

3.5. If the Prize is not booked by the deadline specified in the Promotion literature, it will be deemed forfeited.

3.6. The Prize is non-transferable and may not be exchanged for cash.



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- 3.7. The Prize may only be taken by the prize draw winner along with any accompanying passenger(s) notified to the Supplier in the relevant booking, subject to the maximum number of passengers specified within the Prize details.
- 3.8. Flights must be taken by all passengers at the same time to and from the same airport.
- 3.9. Once you have made your booking this cannot be amended.
- 3.10. The Promoter reserves the right to end the prize draw without prior notice at any time.
- 3.11. Prize flights are limited on the flights operated by the Supplier and may be unavailable even if there is general availability on a particular flight.
- 3.12. The Supplier reserves the right (but shall be under no obligation) to substitute the Prize or any element of the Prize with an alternative at any time, to the equivalent Prize value.
- 3.13. The Supplier reserves the right to amend or cancel flights for any reason without prior notice and in accordance with their standard terms and conditions.
- 3.14. Please note that flight schedules are not guaranteed.
- 3.15. Where the Supplier makes any changes to the Prize, no compensation or cash equivalent will be available. The Supplier will not be liable for any cancellations or changes to the prize draw or the Prize.
- 3.16. The Prize is non-transferable.

4. Entry

- 4.1. To enter the Promotion, Entrants must:
- 4.1.1. fulfil the eligibility criteria set out in section 2 above;
 - 4.1.2. be able to comply with these Terms in full; and
 - 4.1.3. pay for each entry as set out in the Promotion literature.



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- 4.2. All passengers must have a valid passport to travel and must meet all relevant visa and/or other entry requirements including any medical/health screening requirements or similar.
- 4.3. The winner of the Prize will be randomly selected by a computerised random generator from all entries.
- 4.4. The winner of the Prize will be contacted by the Promoter on or within 7 days of the Closing Date. If a winner cannot be contacted using all reasonable efforts within 7 days of the Closing Date, the Promoter reserves the right to withdraw prize entitlement and will award the Prize to a reserve drawn at the same time as the original.
- 4.5. It is the responsibility of the Entrant to provide correct, up-to-date contact details when entering the Promotion. The Promoter cannot be held responsible for winners failing to supply accurate information which affects acceptance or delivery of the Prize.
- 4.6. The prize collection is required to be done in person, along with the presentation of the photographic ID to verify age and Jersey residency.
- 4.7. The Prize must be accepted as offered by the named winner. There is no cash or alternative prizes, in whole or part. The Prize are not transferable and cannot be resold.
- 4.8. The Promoter reserves the right to verify the identity of the winner and ask for proof of identity, age and address and to withdraw Prize entitlement where there are reasonable grounds to believe there has been a breach of these Terms.
- 4.9. For transparency we may publish the name of the Prize winner online. If you are a winner and you object to us doing this or would like us to reduce the amount of information we publish, then please let us know when claiming your Prize.

5. Limitation of liability

- 5.1. Entry into the Promotion is at the Entrant's sole risk. To the extent permitted by law, neither the Promoter nor Supplier, nor their agents, employees, officers or distributors, accept any responsibility for any damage, loss, liabilities, injury, costs, expenses or claims (whether in contract, tort or otherwise) suffered by entrants or any

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third parties arising out of or in connection with the Promotion. except where it is caused by such party's negligence.

5.2. The Promoter and the Supplier reserve the right to cancel, amend, withdraw, terminate or temporarily suspend the Promotion in the event of any act, omission, event, circumstance or technical reason outside its reasonable control which prevents such party from complying with these Terms or any element of the Promotion in any manner, such party shall not be liable for any failure to perform or delay in performing its obligation.

5.3. The Promoter accepts no responsibility for system errors or other issues that may result in disruption to lost, delayed or not received entries or winner notifications. The Promoter, will not be responsible for the non-inclusion of entries as a result of technical failures or otherwise, including any such failure which is within the control of the Promoter or its agents or employees.

5.4. The Promoter accepts no responsibility for any inaccuracy in the description of the Prize.

6. Data Protection and Publicity

6.1. The Promoter is registered as a Data Controller with the Jersey Office of the Information Commissioner (JOIC) as we collect and process personal information about Entrants for the purposes of administering the Promotion.

6.2. In order to enter the Promotion you must be willing to provide us with your full name, email address and home address.

6.3. We will use the information you provide in a manner that conforms to the Data Protection (Jersey) Law 2018.

6.4. By entering the Promotion, you agree that any personal information provided by you with your entry may be held and used by the Promoter and/or the Supplier to administer the Promotion and winners consent to the publication of their name, unless such Entrant specifically requests otherwise.

6.5. Any personal information that Entrants share with the Promoter will be kept secure and only used in line with these Terms unless the Entrant has opted in to future marketing from the Promoter and/or the Supplier.

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- 6.6. The Promoter will share your personal information with the Supplier in connection with the administration of the Promotion and allocation of the Prize.
- 6.7. We will not pass personal data to third parties for marketing, sales or any other commercial purposes without your prior and explicit consent.
- 6.8. We reserve the right to monitor and record electronic communications (website, email and phone conversations). We will inform you if your call is being recorded or monitored.
- 6.9. Any email sent to us, including any attachments, may be monitored for security reasons. You have a responsibility to make sure any email you send to us is within the bounds of the law. Emails that we send to you or you send to us may be retained as a record of contact, and your email address stored for future use in accordance with our record retention schedules.
- 6.10. You have the right to request that we stop processing any of your personal data we hold. Where possible we will seek to comply with your request, but we may be required to hold or process information to comply with a legal requirement.
- 6.11. You have the right to challenge the accuracy of the information we hold about you and request that it is corrected where necessary. We will seek to ensure that corrections are made not only to the data that we hold but also any data held by other organisations/parties that process data on our behalf.
- 6.12. You have the right to request that we restrict the processing of your personal information. You can exercise this right in instances where you believe the information being processed is inaccurate, out of date, or there are no legitimate grounds for the processing. We will always seek to comply with your request but we may be required to continue to process your information in order to comply with a legal requirement.
- 6.13. You are legally entitled to request a list of, or a copy of any information that we hold about you. Where our records are not held in a way that easily identifies you, we may not be able to provide you with a copy of your information, although we will do everything we can to comply with your request.



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- 6.14. If you make any request relating to your personal data as set out above and this prevents us from properly administering the Promotion then we may at our discretion cancel your entry and refund any payment made, less reasonable administration fees.
- 6.15. If you have an enquiry or concern regarding the Promoter's processing of your personal data you can contact fundraising@brighterfutures.org.je.
- 6.16. You are able to complain to the Jersey Office of the Information Commissioner about the way your information is being used by the Promoter.
- 6.17. You agree that if you are a winner, you will take part in and co-operate fully with reasonable publicity and to the use of your name and any comments in such publicity without any fee being payable.

7. General

- 7.1. If any of the provision of these Terms should be determined to be illegal, invalid or otherwise unenforceable then such provision shall be severed and deleted from these Terms and the remaining provisions shall survive and remain in full force and effect.
- 7.2. The Promotion is be governed by Jersey law and Entrants to the Promotion submit to the exclusive jurisdiction of the Jersey courts.
- 7.3. The Promoter reserves the right to update these Terms from time to time and any updated version will be effective as soon as it is published on the website.
- 7.4. The decisions of the Promoter are final and binding in all matters relating to the Promotion and no correspondence will be entered into.