## **Terms and Conditions**

1. The survey Prize Draw is open to participants aged 18 and over and participants must be a resident of England, Wales or Scotland.

2. The Prize Draw is not open to employees or agencies of the SEA LIFE Trust, their group companies or family members, freelance contributors, or anyone else connected to the Prize Draw.

3. Entrants into the Prize Draw shall be deemed to have accepted these Terms and Conditions.

4. To enter the Prize Draw you follow the SEA LIFE TRUST Beluga Whale Sanctuary on Instagram, like the competition post on Instagram, and tag someone in the comments section on the competition post.

5. Only one entry per person. Entries on behalf of another person will not be accepted and joint submissions are not allowed. You are responsible for the cost (if any) of sending your Prize Draw entry to us. The winner shall be the named respondent on the randomly selected winning survey submission.

6. SEA LIFE Trust accepts no responsibility for entries that are lost, delayed, misdirected or incomplete or cannot be delivered or entered for any technical or other reason. Proof of delivery of the entry is not proof of receipt by SEA LIFE Trust.

7. The Prize Draw closes at 23:59 on Sunday 27<sup>th</sup> October 2019. Entries received outside this time period will be void.

8. The prize winner will win two beluga whale adoption packs. SEA LIFE Trust accepts no responsibility for any costs associated with the prize that are not expressly included in the prize. Each prize winner is solely responsible for all applicable federal, state and local taxes, including taxes imposed on his/her income.

9. The winner will be notified via SEA LIFE Trust's social media channels on or before Monday 28<sup>th</sup> October 2019 and given details of how to claim their prize. If a winner does not respond to SEA LIFE Trust within 14 days of being notified of their win, the winner's prize will be forfeited and SEA LIFE Trust shall be entitled to select another winner in accordance with the process described above (and that winner will also have to respond to notification of their win within 14 days or else they will also forfeit their prize). If a winner rejects their prize or the entry is invalid or in breach of these terms, the winner's prize will be forfeited and SEA LIFE Trust shall be entitled to select another winner. 10. The prize will be sent to the winner by Friday 29<sup>th</sup> November 2019.

11. The prize is non-exchangeable, non-transferable and not redeemable for cash or any other prize. 12. SEA LIFE Trust reserves the right to substitute the prize with an alternative of similar value in the event that the original prize offered is not available.

13. The winner may be required to take part in promotional activity related to the Prize Draw and the winner shall participate in such activity on SEA LIFE Trust's reasonable request. The winner consents to the use by SEA LIFE Trust and its related companies, both before and after the closing date of the Prize Draw for an unlimited time, of the winner's voice, image, photograph and name for publicity purposes (in any medium, including still photographs and films, and on the internet, including any websites hosted by SEA LIFE Trust and its related companies) and in advertising, marketing or promotional material without additional compensation or prior notice and, in entering the Prize Draw, all entrants consent to the same.

14. SEA LIFE Trust shall use and take care of any personal information you supply in entering this Prize Draw as described in its privacy policy, a copy of which can be seen at

https://www.sealifetrust.org/en/privacy-policy/, and in accordance with data protection legislation and applicable law. By entering the Prize Draw, you agree to the collection, retention, usage and distribution of your personal information in order to process and contact you about your Prize Draw entry.

15. SEA LIFE Trust accepts no responsibility for any damage, loss, liabilities, injury or disappointment incurred or suffered by you as a result of entering the Prize Draw or accepting the prize. SEA LIFE Trust further disclaims liability for any injury or damage to your or any other person's computer

relating to or resulting from participation in or downloading any materials in connection with the Prize Draw.

16. SEA LIFE Trust reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, this Prize Draw with or without prior notice due to reasons outside its reasonable control (including, without limitation, in the case of anticipated, suspected or actual fraud). The decision of SEA LIFE Trust in all matters relating to the Prize Draw is final and no correspondence will be entered into. In the event that SEA LIFE Trust permanently discontinues the Prize Draw pursuant to this paragraph, the entrants in the Prize Draw shall be released from their obligations to SEA LIFE Trust under these Terms and Conditions.

17. SEA LIFE Trust shall not be liable for any failure to comply with its obligations relating to this Prize Draw where the failure is caused by something outside its reasonable control. Such circumstances shall include, but not be limited to, weather conditions, fire, flood, hurricane, strike, industrial dispute, war, hostilities, political unrest, riots, civil commotion, inevitable accidents, supervening legislation or any other circumstances amounting to force majeure.

18. The Prize Draw and these Terms and Conditions will be governed by English law and entrants to the Prize Draw submit to the non-exclusive jurisdiction of the English courts.

29. Promoter: SEA LIFE Trust, Link House, 25 West Street, Poole, Dorset, BH15 1LD.