

DATED 2 April 2020

UK PRIZE COMPETITION TERMS AND
CONDITIONS

UK boohoo Launch 2020

1. THE PROMOTER

The promoter is Laybuy Holdings Limited (registered under company number **11156956**) whose registered address is G R and R A Rohloff, 33 Foley Street, Fitzrovia, London, United Kingdom, W1W 7TL.

2. THE COMPETITION

2.1 The title of the competition is **UK boohoo Launch 2020**.

2.2 **Pay by Laybuy** at boohoo online and automatically **go in the draw to win a £500 boohoo gift voucher**.

3. HOW TO ENTER

3.1 The competition will run from **00:01** (GMT) on **2 April 2020** (the "**Opening Date**") to **23:59** (GMT) on **12 April 2020** (the "**Closing Date**") inclusive.

3.2 You will be automatically entered into the competition upon using the Laybuy payment platform before the Closing Date.

3.3 There is no charge to register for use of the website.

3.4 The Promoter will not accept:

3.4.1 any entry in to the competition which does not comply with the content standards set out in these terms and conditions;

3.4.2 proof of posting or transmission as proof of receipt of entry to the competition.

3.5 By submitting payment via the Laybuy platform, you are agreeing to be bound by these terms and conditions.

3.6 For help with any queries, please see our website at <https://www.laybuy.com/uk>.

3.7 A winner will be chosen by random draw within **3 days** of the Closing Date.

3.8 Any decision made by the Promoter (or such third party the Promoter appoints) in relation to a competition entry shall be final and non-negotiable

4. ELIGIBILITY

4.1 The competition is only open to all residents in the UK aged 18 years or over, except:

4.1.1 employees of the Promoter or its holding or subsidiary companies;

4.1.2 employees of agents or suppliers of the Promoter or its holding or subsidiary companies, who are professionally connected with the competition or its administration; or

4.1.3 members of the immediate families or households of (a) and (b) above.

4.2 In entering the competition, you confirm that you are eligible to do so and eligible to claim any prize you may win. The Promoter may require you to provide proof that you are eligible to enter the competition, including but not limited to, proof that you are aged 18 or over.

4.3 The Promoter will not accept competition entries that are:

4.3.1 automatically generated by computer;

- 4.3.2 completed by third parties or in bulk;
- 4.3.3 illegible, have been altered, reconstructed, forged or tampered with;
- 4.3.4 photocopies and not originals; or
- 4.3.5 incomplete.

- 4.4 Each new valid Laybuy purchase is considered a new entry into the competition. Entries on behalf of another person will not be accepted and joint submissions are not allowed.
- 4.5 The Promoter reserves all rights to disqualify you if your conduct is contrary to the spirit or intention of the prize competition.
- 4.6 The Promoter reserves the right to **deem an entry invalid if the payments on the Laybuy purchase are missed or overdue**, or if there is any **fraudulent activity** linked to the account.

5. THE PRIZE

- 5.1 The prize is to the value of £500 (GBP) voucher with your favourite Laybuy store. **Only one prize is available to be won.**
- 5.2 In order to **claim the prize** you must **reply to the email.**
- 5.3 Prize is subject to availability. There is **no cash alternative** for the prize. The prize is **not negotiable or transferable.**

6. WINNERS

- 6.1 The decision of the Promoter is final and no correspondence or discussion will be entered into.
- 6.2 The Promoter will contact the winner personally as soon as practicable after the Announcement Date, using the telephone number or email address provided with the competition entry. The Promoter will not amend any contact information once the competition entry form has been submitted.
- 6.3 The **Promoter must either publish or make available information** that indicates that a valid award took place. To comply with this obligation the Promoter will **publish the surname and county of prize winners** no later than one month after the Closing Date of the competition (**Announcement Date**).
- 6.4 If you object to your surname being published or made available, please contact the Promoter. In such circumstances, the Promoter must still provide the information to the Advertising Standards Authority on request.

7. CLAIMING THE PRIZE

- 7.1 If you are the winner of the prize, you will have **5 business days from the Announcement Date to claim the prize** by referring to the details of how to claim in condition 5.2. If you do not claim the prize by this date, your claim will become invalid.
- 7.2 The Promoter will make all reasonable efforts to contact the winner. If the **winner cannot be contacted or is not available, or has not claimed their prize within 5 business days** of the Announcement Date, the Promoter reserves the **right to offer the prize to the next**

eligible entrant selected from the correct entries that were received before the Closing Date.

7.3 The prize may not be claimed by a third party on your behalf.

7.4 The Promoter does not accept any responsibility if you are not able to take up the prize.

8. **LIMITATION OF LIABILITY**

Insofar as is permitted by law, the Promoter, its agents or distributors will not in any circumstances be responsible or liable to compensate the winner or accept any liability for any loss, damage, personal injury or death occurring as a result of taking up the prize except where it is caused by the negligence of the Promoter, its agents or distributors or that of their employees. Your statutory rights are not affected.

9. **OWNERSHIP OF COMPETITION ENTRIES AND INTELLECTUAL PROPERTY RIGHTS**

9.1 All competition entries and any accompanying material submitted to the Promoter will become the property of the Promoter on receipt and will not be returned.

9.2 By submitting your competition entry and any accompanying material, you agree to:

9.2.1 assign to the Promoter all your intellectual property rights with full title guarantee; and

9.2.2 waive all moral rights,

in and to your competition entry and otherwise arising in connection with your entry to which you may now or at any time in the future be entitled under the Copyright, Designs and Patents Act 1988 as amended from time to time and under all similar legislation from time to time in force anywhere in the world.

9.3 You agree that the Promoter may, but is not required to, make your entry available on its website and any other media, whether now known or invented in the future, and in connection with any publicity of the competition. You agree to grant the Promoter a non-exclusive, worldwide, irrevocable licence, for the full period of any intellectual property rights in the competition entry and any accompanying materials, to use, display, publish, transmit, copy, edit, alter, store, re-format and sub-licence the competition entry and any accompanying materials for such purposes.

10. **DATA PROTECTION AND PUBLICITY**

The Promoter will only process your personal information as set out in <https://www.laybuy.com/uk/privacy>. See also condition 6.3 and condition 6.4 with regard to the announcement of winners.

11. **CONTENT STANDARDS**

These content standards apply to any and all competition entries which you submit.

You must comply with the spirit and the letter of the following standards. The standards apply to each part of any competition entry as well as to its whole.

Competition entries must:

- be accurate (where they state facts); and

- comply with applicable law in the UK and in any country from which they are posted.

Competition entries must not:

- contain any material which is defamatory of any person;
- contain any material which is obscene, offensive, hateful or inflammatory;
- promote sexually explicit material;
- promote violence;
- promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- infringe any copyright, database right or trade mark of any other person;
- be likely to deceive any person;
- be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- promote any illegal activity;
- be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
- be likely to harass, upset, embarrass, alarm or annoy any other person;
- be used to impersonate any person, or to misrepresent your identity or affiliation with any person;
- give the impression that they emanate from us, if this is not the case; or
- advocate, promote or assist any unlawful act such as (by way of example only) drug use, copyright infringement or computer misuse.

12. **GENERAL**

- 12.1 If there is any reason to believe that there has been a breach of these terms and conditions, the Promoter may, at its sole discretion, reserve the right to exclude you from participating in the competition.
- 12.2 The Promoter reserves the right to hold void, suspend, cancel, or amend the prize competition where it becomes necessary to do so.

13. **ENTIRE AGREEMENT AND VARIATION**

- 13.1 These terms and conditions constitute the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter.
- 13.2 Each party agrees that it shall have no remedies in respect of any representation or warranty (whether made innocently or negligently) that is not set out in these terms and conditions. Each party agrees that its only liability in respect of those representations and warranties that are set out in these terms and conditions (whether made innocently or negligently) shall be for breach of contract.
- 13.3 No variation of these terms and conditions shall be effective unless it is in writing and signed by each of the parties (or their authorised representatives).

14. **No WAIVER**

14.1 Failure to exercise, or any delay in exercising, any right or remedy provided under these terms and conditions or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.

14.2 No single or partial exercise of any right or remedy provided under these terms and conditions or by law shall preclude or restrict the further exercise of that or any other right or remedy.

15. **ASSIGNMENT**

Except as otherwise provided in these terms and conditions, no party may assign, sub-contract or deal in any way with, any of its rights or obligations under these terms and conditions or any document referred to in it.

16. **NOTICES**

16.1 A notice given to a party under or in connection with these terms and conditions shall be in writing and sent to the party at the address given in these terms and conditions or as otherwise notified in writing to the other party.

16.2 The following table sets out methods by which a notice may be sent and its corresponding deemed delivery date and time:

Delivery method	Deemed delivery date and time
Pre-paid first class post or other next working day delivery service providing proof of postage.	Midday on the second Business Day after posting or at the time recorded by the delivery service – whichever is earlier.
Email to an address used by either party as previously used by either party.	At the time of transmission if on a Business Day, otherwise at 10:00 on the next Business Day after transmission.

16.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

17. **No PARTNERSHIP**

Nothing in these terms and conditions is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.

18. **THIRD PARTY RIGHTS**

A person who is not a party to these terms and conditions shall not have any rights under or in connection with it.

19. **GOVERNING LAW AND JURISDICTION**

The validity, construction and performance of these terms and conditions shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.