

## Website Terms and Conditions

The following terms and conditions apply to all users of this website. If you do not accept these terms and conditions you should leave this website immediately. Your use of the website confirms your acceptance of these terms and conditions. We cannot guarantee you will always be able to access the website and we will not be liable to you for any interruption or delay you may experience accessing the website, whatever the cause.

## Links

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## Sales and Services

A contract for KOSMedia to supply you with goods or services is only be created when we accept your order (which we may do in writing, by email or by fulfilling that order). Goods and services advertised on this website may not be available when you place your order as we reserve the right to withdraw services at any time.

This website is made available on the basis that there are excluded, to the extent permitted by law, any terms implied by statute or otherwise and all liability for any loss or damage however it arises out of the use of this website or reliance on its content.

## Law and Jurisdiction

Your use of this website, these terms and conditions and any matters arising are subject to the laws of England. Any dispute is subject to the exclusive jurisdiction of the Courts of England. Save as specifically provided otherwise, this website is targeted only at, and goods and services are only available to, UK residents.

## Competition Terms and Conditions

- These terms and conditions together with any specific rules set out in Competition Notices (as defined below) are the Competition Term ("Terms"), together to be defined as the "Competition", unless otherwise expressly stated. By entering a Competition, entrants agree to be bound by these Terms.
- The Competition(s) is organised and operated by Kosmedia Publishing
- Terms specific to each Competition are displayed in a notice on the bottom of all competitions, website web page posting for such Competition (the "Competition Notice") and are incorporated herein. In the event of discrepancy between these terms and conditions and the Competition Notice, the Competition Notice shall prevail.

## Qualifying Entrants

- To qualify to enter the Competition you must be resident in the United Kingdom.
- Employees of Kosmedia Publishing or any company involved in the Competition or, if relevant, any advertising agency connected with the competition are not eligible to enter the Competition.
- Additional eligibility requirements may apply to a specific Competition, e.g. a valid passport, visas and/or driver's licence. Provision of such documents will be required if the Competition prize includes travel outside the United Kingdom and/or car hire.
- By entering the Competition, you hereby warrant that all information submitted by you is true, current and complete.
- We assume that by entering the Competition (and you warrant that) either you have legal capacity to enter the Competition and agree to the Terms (i.e. that you are of sufficient age and mental capacity and are entitled to be legally bound in contract) or your parents have consented to your entry of the Competition and use of these Terms.
- We reserve the right to disqualify any entrant if we have reasonable grounds to believe the entrant has significantly breached any of these terms and conditions.
- In the event that any entrant is disqualified from the Competition, in our sole discretion we may decide whether a replacement contestant should be selected. In this event, any further entrant will be selected on the same criteria as the original entrant and will be subject to these Terms.
- By signing the Agreement, you confirm and warrant that, to the best of your knowledge, you have no medical condition that could be adversely affected by any of the events or activities planned or reasonably expected to be involved in the Competition.
- You must take all reasonable steps to ensure your own health and safety. Any behaviour or act or conduct by you (including without limitation any abusive behaviour, physical or psychological), which Kosmedia Publishing considers to pose any medical, security or safety risk may lead to your immediate disqualification.

## Competition Entries

- Only one entry per person per Competition is allowed. Incomplete or indecipherable entries will be void.
- Competition entries must be made in the manner and by the closing date specified on the Competition Notice. Failure to do so will disqualify the entry.
- There is no purchase requirement to enter a Competition.
- Source material used by Kosmedia Publishing question compilers shall be taken as correct.
- Entrants should note that unless stated otherwise by us, we do not accept responsibility for the return of any Competition entries, including those consisting of artistic or other material, and may dispose of entries at our discretion.

## Prizes

- Prize winners will be chosen at random unless specified otherwise in the Competition Notice, from all qualifying entries within 28 days of the closing date specified in the Competition Notice. Tiebreakers, disputes, conflicts, questions or concerns will be managed by a member of our staff and, if required by law, by an independent adjudicator. In all matters, the decision(s) shall be final and no correspondence or discussion shall be entered into.
- Prize winners will be notified
- Claims for prizes must be made in the manner and within the time specified on the Competition Notice. Failure to claim a prize within this time or in the manner specified may result in disqualification and selection of an alternate winner.
- Prizes are non-transferable and there is no cash alternative. We reserve the right to substitute prizes of equal or greater value at any time.
- We reserve the right, in our absolute discretion, to request a proof of identity in the form of your passport, driving licence and a utility bill bearing your address.

- Prizes are awarded at our discretion and prizes may be withheld in the event of improper actions by or on behalf of any entrant.
- Where a prize may not be appropriate for a younger contestant, the minimum age for entry will be stated in the Competition Notice and must be observed. We reserve the right to request written proof of age of any winner.
- All prizes will be presented to winners via the UK mail service, unless otherwise noted. Kosmedia Publishing does not accept any liability or claims for prizes which are lost, delayed or damaged in the post or otherwise not validly received by you.
- We will not be responsible for replacing a prize if a concert or ticketed event has been awarded as a prize and the concert or event is cancelled or postponed.
- Prizes must be taken in accordance with the dates and destinations and number of passengers specified by Kosmedia Publishing. There will be no cash alternative. There will be no alternative destination.
- Holidays are non-transferable. Holidays are subject to availability. You must hold a valid UK passport with at least 6 months' further duration (or competition entry will be invalid).
- Holidays are not available to persons under the age of 18 without the express prior written permission of Kosmedia Publishing.
- You must comply with the terms and conditions of the airline and other transportation and venues involved in the Competition or the Prize. In particular, you shall comply with all health and safety guidelines and instructions and all applicable legal and regulatory requirements.
- You are not entitled nor authorised in any way to commit Kosmedia Publishing to any contract, expense or cost entered into or incurred without its advance written acceptance of the same. No variation of these Terms is effective unless approved by an authorised representative of Kosmedia Publishing in writing.
- Passport control and in-country authorities will reserve the right to refuse entry. If you are refused passage and or entry/exit to or from the country being visited, any additional costs incurred will be your sole responsibility.
- Any flights, other transport, airport details, accommodation or other aspects of the Prize, dates and times quoted by Kosmedia Publishing or its agents are for guidance only and are subject to change without notice with no liability arising. You must have sufficient financial resources to meet any financial commitment which they may incur in connection with the Prize beyond those included in the Prize itself.
- The winner agrees to accept all blackout dates, space availability, requirements etc established by our prize partner(s).
- You must comply with and are responsible for attending to any inoculation and health regulations required for your destination.

## Liability

- Kosmedia Publishing is not liable in any way for any costs, expenses, damages, liability or injury arising out of or in any way connected with the competition or prizes other than those costs and expenses specifically provided for in the prize (if any).
- We cannot accept any responsibility for any damage, loss, injury or disappointment suffered by any entrant entering the competition or as a result of accepting any prize.

## General

- There is no fee payable to you in respect of your involvement in the Competition.
- The Terms (unless otherwise expressly confirmed in writing by Kosmedia Publishing) supersede all prior representations, agreements, negotiations or understandings (whether oral or in writing). Except as specifically set out herein, all conditions, warranties and representations expressed or implied by law are excluded. For the avoidance of doubt, no information of any nature about the Competition or the Prize or any of these Terms should be relied upon unless confirmed in writing by Kosmedia Publishing. The invalidity, illegality, or

unenforceability of the whole or part of a Term or Condition does not affect or impair the continuation in force of the remainder of the Terms.

- In the event that any provision of these terms are held to be illegal, invalid, void or otherwise unenforceable it shall be severed from the remaining provisions of these Terms which shall continue in full force and effect.
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- These Terms are not intended to nor shall create any rights, entitlements, claims or benefits enforceable by any person that is not a party to them. Accordingly no person shall derive any benefit or have any right, entitlement or claim in relation to this Agreement by virtue of the Contracts (Rights of Third Parties) Act 1999