

## **TERMS AND CONDITIONS APPLICABLE TO THE GOODWOOD FESTIVAL OF SPEED “WIN A SLEEPOVER AT MTC ON THE NIGHT OF THE 2018 AUSTRALIAN GRAND PRIX” COMPETITION**

### **1. WHO IS PROMOTING/SPONSORING THIS COMPETITION?**

The promoter of this Prize Draw is Goodwood Road Racing Company Limited (“**Goodwood**”), registered office: Goodwood, Chichester, West Sussex PO18 0PX, company number 466176. You can contact Goodwood at the above address. The sponsor of this Prize Draw is Hilton Domestic Operating Company Inc. (“**Hilton**”), registered office: 7930 Jones Branch Drive, Suite 1100, Mclean, VA 22102, United States.

### **2. CAN I ENTER?**

Only legal residents of the **United Kingdom & Ireland**, who are eighteen (18) years of age at time of entry are eligible to enter. Not open to employees, officers or directors, or to members of the immediate family or household (whether related or not) of any employees, officers, or directors of Hilton Domestic Operating Company Inc. (“**Sponsor**”), or any of its parents, subsidiaries, affiliates, franchisees, or any advertising, promotion or other agencies or suppliers involved in this Promotion (collectively, the “**Promotion Entities**”). Eligibility may be verified at any time. The McLaren Sleepover Sweepstake (the “**Promotion**”) is subject to all applicable laws. Void where prohibited by law.

### **3. RULES ABOUT ENTRY**

Only one entry per person is allowed. Entries are valid by commenting on the original competition post on [www.facebook.com/festivalofspeed/](http://www.facebook.com/festivalofspeed/). Any other comments on created shared posts will not be valid. 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. We reserve the right to disqualify any entrant if it has reasonable grounds to believe the entrant has breached any of these Rules.

### **4. HOW ARE WINNERS SELECTED AND NOTIFIED?**

Winners will be selected on 5<sup>th</sup> March 2018. We, or a company acting under our authorization, in the presence of an independent adjudicator, will conduct one or more random drawings (depending on the terms of the particular draw) from all eligible entries received from entrants whose place of residence is within the UK.

If you are a potential winner, we will notify you by sending a message to the e-mail address used at time of entry. If our notification is returned as undeliverable, or we are unable to reach you for any reason, we may randomly select an alternate winner.

If there is a dispute as to who is the potential winner, we will consider the potential winner to be the authorized account holder of the e-mail address associated with the Facebook account used to enter the Competition.

If you are a potential winner, we may require you to sign a declaration of eligibility and liability/publicity release before the prize can be fulfilled.

### **5. RULES ABOUT PRIZES**

All other expenses not specifically provided herein are the responsibility of the winner, including but not limited to, travel to and from McLaren Technology Centre, gratuities, meals, incidental charges and any other unspecified expenses associated with acceptance or use of the package. No cash redemption or package or prize substitution allowed by winner. Any difference between actual value and ARV will not be awarded. Other restrictions may apply. To claim package or prize(s), the Sponsor may require winner and guest to complete, sign, and return Liability Release/Publicity Release forms, and/or other identifying information. Please note that the winner and guests will be photographed and the images may be used in publicity material.

To the extent allowed by law, winner is solely responsible for the payment of any taxes that may be due as a result of the acceptance or use of any prize. Prize is non-transferable and no

substitution by winners or cash equivalent is allowed, except Sponsor reserves the right to substitute prize for one of comparable or greater value if the advertised prize becomes unavailable. Any dates are subject to change. Any prize is awarded "AS IS." Neither Sponsor nor any other Promotion Entity makes any warranty or guarantee, either express or implied (including, without limitation, quality, merchantability and fitness for a particular purpose) in connection with this Promotion or any prize. No responsibility is assumed for cancellation of any prize-related events beyond sponsor's control.

No responsibility for any damage to an entrant's computer system which is occasioned by accessing the Website or otherwise participating in the Promotion, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures or delays. Without limiting the generality of the foregoing, Sponsor is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen, or postage-due submissions or prize notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information.

Sponsor reserves the right in its sole discretion to disqualify from this Promotion and any other promotions offered by Sponsor, any individual who is found to be tampering with the entry process or the operation of the Promotion or the Website, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Promotion, or to annoy, abuse, threaten or harass any other person.

#### **6. WHAT OTHER CONDITIONS AM I AGREEING TO BY ENTERING THIS COMPETITION?**

By entering the Promotion, you agree, to the extent allowed by applicable law, that (i) any and all disputes, claims, and causes of action arising out of or in connection with the Promotion, or any prize awarded, shall be resolved individually without resort to any form of class action; (ii) any claims, judgments and awards shall be limited to reasonable and actual out-of-pocket costs incurred, including costs associated with entering the Promotion, but in no event attorney's fees; and (iii) under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby waives all rights to claim, punitive, incidental, indirect or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than damages for reasonable and actual out-of-pocket expenses. These rules and any disputes relating hereto are governed by the internal laws of the State of New York, USA, without regard to principles of conflicts of laws, and by entering you consent to the exclusive jurisdiction of the state and federal courts in Eastern District of Virginia, USA, or if there's no federal jurisdiction, Fairfax County, Virginia, USA for resolution of any disputes relating to the Promotion and waive any objection thereto to the extent allowed by applicable law.

#### **7. WHAT LAWS GOVERN THE WAY THIS COMPETITION IS EXECUTED AND ADMINISTRATED?**

In the event of any dispute regarding the Terms and Conditions, Rules, conduct, results and all other matters relating to this Competition, the decision of Goodwood and Hilton shall be final and no correspondence or discussion shall be entered into. These terms and conditions, the conduct of this promotion and the interpretation and enforcement of these terms and conditions shall be governed and construed in accordance with the law of England and Wales. The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this agreement.

#### **8. WHAT IF SOMETHING UNEXPECTED HAPPENS AND THE COMPETITION CAN'T RUN AS PLANNED?**

If cheating, a virus, bug, catastrophic event, or any other unforeseen or unexpected event that cannot be reasonably anticipated or controlled, (also referred to as force majeure) affects the fairness and /or integrity of this Competition, we reserve the right to cancel, change or suspend this Competition. This right is reserved whether the event is due to human or technical error. If a solution

cannot be found to restore the integrity of the Competition, we reserve the right to select winners from among all eligible entries received before we had to cancel, change or suspend the Competition.

If you attempt to compromise the integrity or the legitimate operation of this Competition by hacking or by cheating or committing fraud in ANY way, we may seek damages from you to the fullest extent permitted by law. Further, we may ban you from participating in any of our future Competition, so please play fairly.

#### **9. DATA PROTECTION**

Any personal data relating to entrants will be used solely in accordance with current UK data protection legislation and will not be disclosed to any third party without permission.

#### **10. CHANGING THESE TERMS**

Goodwood and Hilton reserve the right to cancel or amend the Competition, or the Terms and Conditions at any time without prior notice. Any changes will be posted within these Rules. A copy of the Terms and Conditions may also be obtained by sending a stamped addressed envelope to: Competition Terms & Conditions, Events Marketing Department, Goodwood House, Goodwood, Chichester, PO18 0PX