

## **TERMS AND CONDITIONS APPLICABLE TO THE GOODWOOD ROAD RACING CLUB GRRC MOTORSPORT MAGAZINE HALL OF FAME (VIA EMAIL AND WEBSITE)**

The terms and conditions set out in this section apply to all of the competitions operated by the Goodwood Group. Additional Terms and Conditions are included in Section 2.

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

The promoter and sponsor 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.

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

You are eligible to enter this competition if you meet the following requirements:

- You are a legal resident of the United Kingdom and you are 18 years or older at the time of entry, and
- You are NOT an employee or immediate family of an employee of any of the companies in the Goodwood Group; and
- You are NOT involved in any part of the administration and execution of this competition.
- You are a current Member of the Goodwood Road Racing Club.

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

Only one entry per person is allowed.

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

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 used to register.

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. If you are a potential winner and you are under the age of 18, we may require that your parent / legal guardian sign a declaration of eligibility and liability/publicity release. If you, (or your parent/legal guardian if applicable), do not sign and return these required forms within the time period stated on the winner notification message, we may disqualify you (or the designated parent/legal guardian) and randomly select an alternative winner.

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

By entering this Competition you agree:

- To abide by the Rules;
- To the extent allowable under applicable law, to release and hold harmless Goodwood and its respective advertising and promotional agencies and Competition judging organization, the parent companies, subsidiaries, affiliates, employees, representatives, successors, assigns and agents from any and all liability or any injury, loss, damage of any kind or disappointment arising from or in connection with this Sweepstake or any prize won save with respect to claims resulting from death or personal injury arising from Goodwood's negligence and with respect to claims resulting from fraud or any other liabilities that may not be excluded by law;
- That Goodwood's decisions will be final and binding on all matters related to this Competition;
- That by accepting a prize, Goodwood may use your personal data online and in print, or in any other media, in connection with this Competition, without payment or compensation to you. The declaration of eligibility and liability/publicity release provided to the potential winner will make reference to obtaining your free consent to use your personal data.
- That you may be requested to take part in promotional activity and that your personal data, photographs and audio and/or visual recordings of you may be used in any publicity.

- That your personal data may be used by Goodwood for future marketing activities by email and from time to time you may be sent relevant information relating to the activities they undertake.
- That your personal data may be passed to Lexus for future marketing activities by email.

#### **6. WHAT LAWS GOVERN THE WAY THIS COMPETITION IS EXECUTED AND ADMINSTRATED?**

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 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.

#### **7. WHAT IF SOMETHING UNEXPECTED HAPPENS AND THE EVENT 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 event. 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 event, we reserve the right to select successful entrants from among all eligible entries received before we had to cancel, change or suspend the event.

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.

#### **8. DATA PROTECTION**

Goodwood shall use and take care of any personal information you supply to it as described in its privacy policy, a copy of which can be seen at <https://www.goodwood.com/terms-and-conditions/privacy-policy/> and in accordance with data protection legislation. 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, for the purposes outlined in paragraph 5 above and any other purposes provided these are notified to you and for which you have given consent.

#### **9. CHANGING THESE TERMS**

Goodwood reserves 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

#### **10. LIABILITY**

**Goodwood** 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. Goodwood 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. Nothing in these Terms and Conditions shall exclude the liability of Goodwood for death, personal injury, fraud or fraudulent misrepresentation as a result of its negligence.

## **Section Two - Terms and Conditions Applicable to the Goodwood Road Racing Club GRRC Motorsport Magazine Hall of Fame ("Rules")**

The terms and conditions set out in this section apply to the Goodwood Road Racing Club GRRC Motorsport Magazine Hall of Fame. Additional Terms and Conditions applicable to all draws are included in Section 1.

This promotion will be simply referred to as the "Event" throughout the rest of these Rules. In these rules, "we," "our," and "us" refer to Goodwood Road Racing Company Limited, the sponsor of the draw. "You," "yourself" refers to an eligible draw entrant.

### **1. WHAT ARE THE START AND END DATES?**

This Event starts at 09:00hrs Greenwich Mean Time (GMT) on 1 March 2018 and closes at 23:59 hrs Greenwich Mean Time (GMT) on 31 March 2018 ("Closing Date").

### **2. HOW DO I ENTER?**

You can enter by registering details on the specified link sent

### **3. WHAT ARE THE PRIZES?**

A pair (2) of tickets to the Hall of Fame event.

If for any reason the advertised prize is unavailable, we reserve the right to substitute a prize of equal or greater value.

If you are selected:

1. You may not exchange your prize for cash or any other merchandise or services.
2. If you accept a prize, you will be responsible for all applicable taxes related to accepting the prize, if any.
3. Goodwood accepts no responsibility for any costs associated with the prize and not specifically included in the prize (including, without limitation, travel to and from the track day)
4. If you are a minor (being under the age of 18) we may award, at our sole discretion, your prize to your parent/legal guardian on your behalf.