

Terms & Conditions

These terms and conditions are the contract between you and Ice Competitions Limited, company number SC690854 ('Promoter', 'we', 'our' or 'us').

Our registered office address is 1 Brooklands Avenue, Peterhead, Scotland, AB42 3NR.

The following terms apply to you, so far as the context allows to you as a visitor to our Website or as an Entrant to a competition. They prevail over any terms proposed by you.

Definitions

'Close Date' the date on which no further entries can be made for a Competition.

'Competition' means a game where the Entrant must exercise skill, knowledge and judgement to answer a question that if answered correctly qualifies the Entrant as a Qualified Entrant.

'Content' means the content that is encountered as part of your experience when visiting our Website. It may include, among other things: text, images, sounds, videos and animations.

'Entrant' means a person who is accepted to enter a Competition

'Entry Fee' means the fee payable by the Entrant to enter a Competition

'Intellectual Property' means intellectual property owned by us, of every sort, whether or not registered or registrable in any country, including intellectual property of all kinds coming into existence after today, together with all rights which are derived from those rights.

'Postal Entry' means an entry sent on an unenclosed postcard by first- or second-class mail.

'Prize Draw' means the selecting at random of one or more Winners.

'Qualified Entrant' means an Entrant who has answered the question for a Competition correctly.

'our Website' means this website at www.icecompetitions.co.uk

'Winner' means a Qualified Entrant who has been selected receive a prize.

Basis of Contract

In entering into this contract you have not relied on any representation or information from any source except that given on our Website.

So far as the law allows, all implied conditions, warranties and terms are excluded from this agreement.

Any agreement by either party not to do or omit to do something includes an obligation not to allow some other person to do or omit to do that same thing.

Should these terms conflict with any other information we provide on our Website or elsewhere, then you agree that these terms prevail.

Information about yourself

You agree to provide information about yourself, including your full name, your address, your telephone number, email address and your date of birth.

If you provide incorrect information and you win a competition, we shall not be liable to transfer any prize to you.

You agree that it is your responsibility to ensure that the information you have provided to us is correct when you enter a Competition.

You agree that we shall not be liable for any failure or inability to make contact with you if the contact information provided by you is not correct.

Competitions

Competitions are operated by the Promoter.

The correct answer to a question shall be decided by the Promoter at the Promoter's sole discretion.

The Entry Fee, the Close Date and the maximum number of entries for a Competition are displayed on the page on this Website that promotes that Competition.

The Entry Fee shall be charged whether or not you answer the Competition's question correctly.

In entering into a Competition, you confirm that you meet the following requirements ('Eligibility Requirements'):

- you are aged 18 or over and are permanently resident in the United Kingdom;
- you are not an employee of the Promoter, a supplier of services to the Promoter or an employee of or service provider to such a business, an unpaid advisor to the Promoter, or involved in any way with the development or operation of this Website.

Your offer to enter into a Competition is accepted when we send you confirmation of receipt of your Entry Fee or confirmation of receipt of your Postal Entry.

We shall not accept any offers to enter into a Competition that are made after the Close Date.

You agree that neither paying an Entry Fee nor answering a Competition's question correctly guarantees in any way that you will win any prize for that Competition.

On submitting an entry to a Competition to the Promoter, you grant an irrevocable, permanent licence to use for all purposes all rights in the entry to the Promoter.

Entry

You recognise that each Competition requires entrants to exercise skill, knowledge and judgement to give the correct answer to the question.

After submitting an entry, payment will be taken from the payment card supplied.

All entries to a Competition are final and no refunds shall be made at any time or for any reason, except:

- if an entry submitted after the Closing Date; or
- if the Promoter cancels the competition.

If you are a Winner, you agree that the requirements to provide goods within 30 days under the Consumer Protection (Distance Selling) Regulations 2000 shall not apply to the Competition prizes.

Free entry

Provided you meet the Eligibility Requirements, you may enter a Competition for Free by Postal Entry by sending a postcard via 1st or 2nd class post to the Promoter's registered office address as set out in these terms.

Entrants who enter a Competition by Postal Entry have the same probability of winning the Competition as Entrants who enter through our Website.

Before sending a Postal Entry you must create an account on this Website.

Your Postal Entry should state which Competition you would like to enter; your answer to the question for that Competition; and your personal information that matches the information on your account with us including: your full name, your address, your telephone number, your email address and your date of birth.

You may make only one Postal Entry per Competition. Bulk entries for different competitions submitted in one envelope will not be accepted.

Where the number of entries for a Competition is limited and the maximum number of entries has already been met by the date that a Postal Entry is received, the Postal Entry will not be accepted to be entered into the Competition.

A Postal Entry must be received within no more than 72 hours of the Close Date of the Competition and in any case, by the Monday preceding the Close Date. If your Postal Entry is received after this time then it will be deemed void and will not be accepted to be entered into the Competition.

For a Postal Entry to be entered into a Competition, the correct answer to the question asked in the Competition must be given and the personal information of the Entrant must match the personal information on the account on our Website.

A Postal Entry shall not be returned to the entrant.

Closing and Cancellation of Competitions

A Competition will close either:

- on the Close Date; or
- when the maximum number of entries for the Competition have been accepted.

If the number of entries for a Competition does not reach the maximum number of entries for the Competition, at the discretion of the Promoter, the Entry Fees collected will either be deemed sufficient to award the prize, or the prize will be substituted for a cash prize equating to 70% of the value of the Entry Fees.

The Promoter reserves the right to retain up to 30% of the Entry Fees collected in order to pay its expenses in running the Competition.

If the maximum number of entries has not been reached at the Close Date, the Promoter reserves the right to extend the Close Date by up to 7 days at its discretion and to do this up to a maximum of three times from the original Close Date.

The Promoter reserves the right to cancel any Competition at any time. If the Competition is cancelled, the Promoter will return Entry Fees paid to each Entrant and the Promoter shall then have no further liability to any Entrant.

Draws

Winners are selected at random by using random number generator live on the Promoter's Facebook page.

The time and date of the Prize Draw will be displayed on the Promoter's Facebook page and this Website with 48 hours after the Competition has closed.

Entry lists will be displayed on this Website and our Facebook page before the Prize Draw takes place.

Unless otherwise specified, each competition will have one Winner.

Prizes

If you are selected as a Winner, you agree:

- to allow us to announce that you have won by publishing your full name and the name of the village, town or city where you reside or nearest to where you reside;

- to allow us to take photographs or videos of you receiving or using the prize and to use such images on our Website or webpages that we control, including our social media pages for promotional purposes.

At no time does the Promoter guarantee the value of the prize, its condition or its suitability for any purpose.

The Promoter does not give any warranty as to the value of the prize.

No alternatives to the prize advertised on this Website for the Competition at the time of the Prize Draw will be offered or given.

The Promoter retains title to the prize until it is transferred to the Winner or it is given to a courier to deliver to the Winner.

The Promoter will attempt to contact the Winner of a Competition within a reasonable time following the Prize Draw by at least two different contact methods and at least three times to arrange transfer of the prize.

If the Winner cannot be contacted by the Promoter within seven days of the Prize Draw, then the Promoter reserves the right to then conduct the Prize Draw again to select an alternate Winner.

Any previous Winner has no claim to the prize after a Prize Draw is carried out again.

The Promoter will arrange with each winner how a prize will be collected, delivered or otherwise transferred.

Delivery is made at the Winner's risk. The Promoter is not responsible for any damage or loss incurred during delivery. Unless otherwise agreed, the Winner is responsible for paying for delivery costs, redelivery charges and insurance.

A Winner may be required to provide proof of identity and proof of entry into the Competition at the time that the prize is transferred, collected or delivered.

If the prize of the Competition is a motor vehicle, then ownership of the prize will be transferred from the Promoter to the Winner using the V5 Form for the vehicle. The Winner must complete this form before ownership of the prize is transferred. It is the responsibility of the Winner to tax and insure any motor vehicle. The Promoter is not responsible for the vehicle once ownership has been transferred.

Promoting other Competitions

We may contact you using the email address you have provided to us to send you information about offers and Competitions. You can unsubscribe from these messages at any time by clicking the unsubscribe button at the bottom of the message.

Intellectual Property

You agree that at all times that you will:

- not do anything which does or might reduce the value of our Intellectual Property or challenge our ownership of it;
- notify us of any suspected infringement of our Intellectual Property;
- without our express permission, not to:
- copy or replicate it for use by any other person in any way not intended by us;
- make any change to it or any part of it;
- publish or store it on any website or cloud storage service, or otherwise allow any other person access to it;
- use it in any way in which it is not intended to be used; and
- not to use it except directly in our interest.

Disclaimers and limitation of liability

Accuracy of the information on our website

We use our reasonable endeavours to confirm the accuracy of any information, including that relating to prizes, that we place on this Website. We make no warranties, whether express or implied in relation to its accuracy or completeness.

We accept no liability for errors or omissions contained on this Website.

Third party content

Our website may include content posted by third parties, including advertisements. We are not responsible for any such content.

Links to other websites

This website may contain links to other websites over which we have no control of the nature, the content and the availability.

You acknowledge and agree that we shall not be liable in any way for the content of any such linked website, nor for any loss or damage arising from your use of any such website or from your buying services or goods via such a website.

The inclusion of any links on this website does not necessarily imply a recommendation or endorse the views expressed on those to which we link.

Availability of our website

This website is provided 'as is' and 'as available' without any representation made. We make no warranty as its usefulness to you, its satisfactory quality, its fitness for any purpose, the availability of any function of the website, the compatibility with your devices or software, privacy of any transmission, or security of use.

We aim to maintain access to our website, but from time to time it may be necessary for us to suspend all or part of our service for repairs, maintenance or other good reasons. We may do so without telling you first.

You acknowledge that access to our website may also be interrupted for many reasons beyond our control.

Accordingly, we make no warranty that this website will meet your requirements or that your use of it will be uninterrupted, timely or error-free.

We will not be liable for any loss suffered by you as a result of an incomplete entry, communication failures or from use of the Website.

We will not be responsible or liable to you for any entry to a Competition that we do not receive as a result of a failure in a computer system, whether yours or ours, high Internet traffic loads, hardware failure, software failure, server faults or any other technical errors.

Nor do we make any warranty that we will correct defects and errors, nor that the website or the server on which it is hosted are free of viruses or bugs.

We will not be responsible or liable to you for any loss, foreseeable or not, arising from any interruption of the availability of our website.

Our total liability to you

Except where otherwise set out, our total liability to you, however it arises, shall not exceed the Entry Fee you have paid to us in the last twelve months for any given Competition. This applies whether your case is based on contract, tort or any other basis in law.

Exclusion of liability for loss to you

We shall not be liable to you in contract, tort (including, without limitation, negligence), pre-contract or other representations (other than fraudulent or negligent misrepresentations) for any loss or expense arising out of or in connection with your use of this Website, which is a special, indirect or consequential loss, or an economic loss or other loss of turnover, profits, contracts, business or goodwill.

This applies whether in an action of contract, negligence or otherwise, even if such loss was reasonably foreseeable or we knew you might incur it.

You indemnify us

You agree to indemnify us against all costs, claims and expense arising directly or indirectly from:

- your failure to comply with the law of any country;
- your breach of this agreement;
- any act, neglect or default by any agent, employee, licensee or customer of yours;
- a contractual claim arising from your use of our Website;
- a breach of the intellectual property rights of any person;

You agree that the cost of our management and technical time is properly recoverable and can reasonably be valued at £100 per hour without further proof.

Miscellaneous matters

If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.

Any obligation in this agreement intended to continue to have effect after termination or completion shall so continue.

Any communication to be served on either party by the other shall be delivered by hand, sent by a recorded delivery postal service or by email. It shall be deemed to have been delivered: on the day of delivery if delivered by hand, or within 72 hours of posting if delivered by recorded post, or when an email message confirming receipt is sent if sent by email.

In the event of a dispute, you agree to undertake to attempt to settle the dispute by engaging in good faith with the other in a process of mediation before commencing arbitration or litigation.

This agreement does not give any right to any third party under the Contracts (Rights of Third Parties) (Scotland) Act 2017 or otherwise, except that any provision in this agreement which excludes or restricts the liability of our directors, officers, employees, subcontractors, agents and affiliated companies, may be enforced under that Act.

The validity, construction and performance of this agreement shall be governed by the laws of Scotland and you agree that any dispute arising from it shall be litigated only in that country.

We may amend these terms and conditions at any time. In entering a Competition, you agree to those terms at that time. We encourage you to read our terms again every time you enter into a new Competition.

If you have any questions about our terms and conditions, please contact us at info@icecompetitions.co.uk.