



## **Official Terms and Conditions for the Aston Martin Cognizant F1 Team Competition (“Prize Draw”)**

The Promoter is AMR GP Limited (“**Promoter**”), Dadford Road, Silverstone, Northamptonshire NN12 8TJ, England.

By entering this Prize Draw entrants will be deemed to have accepted these terms and conditions (“**Prize Draw Terms and Conditions**”) and agreed to be bound by them when entering this Prize Draw.

There is no purchase or payment necessary to enter or win this Prize Draw.

This Prize Draw is in no way endorsed by Facebook, Google and/or any other social media channel.

### **1. Prize Draw Eligibility and Entry Criteria**

- 1.1. This Prize Draw is open to all persons aged 18 years and over. By participating in this Prize Draw, the entrant warrants and represents that their entry shall not breach or render the Promoter in breach of any applicable law in the country in which the entrant normally resides and/or has entered from. Notwithstanding the previous sentence, persons shall not be eligible to enter from the following countries or states: Abu Dhabi, Chile, Columbia, Italy or Quebec (Canada).
- 1.2. The Promoter reserves the right to ask for proof of age and verify the identity of any entrant and/or the winner. Accordingly, entrants shall provide such reasonable documentary evidence as the Promoter shall specify in order to verify the age and identity of the relevant entrant.
- 1.3. Employees, officers, contractors, consultants and other personnel of the Promoter (other than by virtue of being an entrant) will not be eligible to enter the Prize Draw.
- 1.4. Entrants shall only use their full and correct legal name to enter the Prize Draw.
- 1.5. Entrants are limited to one entry per person. Multiple entries by one person using duplicate accounts will result in all entries by that person being invalid.
- 1.6. The Prize Draw shall begin on 15 December 2021 at 09:00 (BST) and end on 31 December 2021 at 17:59 (BST) (“Promotion Period”)
- 1.7. The Promoter has the right to disqualify any entry which it reasonably believes has not acted in accordance with the Prize Draw Terms and Conditions and/or for any other reason at the Promoter’s sole and unfettered discretion.

### **2. How to Enter the Prize Draw**

- 2.1. To enter the Prize Draw, entrants shall be required to use the following entry methods:
  - i. Web entry – click on the following link during the Promotion Period (<https://auth-survey.astonmartinf1.com/>) and follow the instructions given in the link. Internet service providers’ fees may apply when accessing the internet;
- 2.2. Entries submitted outside the Promotion Period will not be valid.

### **3. Winner Selection**

- 3.1. Following expiry of the Promotion Period, one (1) winner shall be selected at random from all valid and eligible entries and the winner will win the Prize.
- 3.2. The winner (subject to subsequent verification of their details and/or a security check) will be notified via email using the contact details submitted on or before 17:30 (GMT) 5 January 2022. Entrants must ensure that they check their spam/bulk/junk folders and ensure the relevant account remains active in order to avoid missing the notification as the Promoter shall not be liable in the event that any notification is not received by a winning entrant in such circumstances.
- 3.3. Subject to 3.4, the winner will have 14 days to respond from the date upon which they are notified by the Promoter that they have won the Prize Draw to claim their Prize.
- 3.4. If the winner does not or is not able, for any reason, to claim or accept a Prize (by the relevant deadlines set out at 3.3), or cannot be contacted within 14 days of the draw date, the Promoter reserves the right to award the prize to another entrant and the previous winning entrant waives all claims against the Promoter in respect of the Prize Draw.

#### **4. Prize**

- 4.1. The winner shall win Sebastian Vettel Replica race suit (collectively, the "Prize").
- 4.2. For the avoidance of doubt, unless explicitly included within the definition of Prize set out in 4.1, other constituent elements which might, by implication, be included within that definition are excluded.
- 4.3. The Prize shall be delivered at the Promoter's cost to the winner's address (time and date to be mutually agreed by the winner and the Promoter). The Promoter has discretion as to which method of delivery to use. The winner is responsible for ensuring that he/she is able to take delivery of the Prize on the arranged delivery date/time slot and the Promoter reserves the right to require the winner to pay for any additional delivery time slots if the initial slot is missed.
- 4.4. The Promoter reserves the right to amend, vary and/or substitute the Prize (or any part of them) for a prize or prizes of equivalent or greater monetary value if this is necessary for reasons beyond its control.
- 4.5. There is no cash alternative to the Prize (or any part of them) and unless agreed otherwise in writing the prizes are non-refundable, non-transferable and cannot be sold or given away by the winner.
- 4.6. Third party terms and conditions may apply to parts of the Prize in certain cases. The winner undertakes to comply with all such terms and conditions and the Promoter will not be responsible for any failure to comply with such terms and conditions by the winner. In particular, the winner shall comply with all health and safety guidelines and instructions and all applicable legal and regulatory requirements.

#### **5. Liability**

- 5.1. So far as is permitted by law and subject to 5.4, the Promoter and its associated companies and agents exclude responsibility and all liabilities arising from:
  - i. any postponement or cancellation of the Prize Draw;
  - ii. any changes to, supply of (including, without limitation, prizes which do not reach the intended recipient), or use of the Prize;

- iii. entries that are submitted from jurisdictions in which this Prize Draw is rendered unlawful; and
- iv. any act or default of any third party,

which are beyond the Promoter's reasonable control.

- 5.2. For the avoidance of doubt, the Prize is a replica only and should not be worn by you under any circumstances. The Promoter shall not be liable for any death or personal injury caused by non-compliance with this Clause 5.2 or the remainder of these Prize Draw Terms and Conditions.
- 5.3. The Promoter does not accept responsibility for network, computer, hardware or software failures of any kind (including unavailability of email providers or any social network), which may restrict or delay the sending, receipt or processing of your entry or for entries which are lost, damaged, delayed or unreadable except as a result of the Promoter's negligence. Entries must not be sent in through agents or third parties. Incomplete entries, and entries which do not satisfy the requirements of these Prize Draw Terms and Conditions, will be disqualified and will not be counted.
- 5.4. Nothing in these Prize Draw Terms and Conditions in any way limit the Promoter (or any other person or organisation's) liability for (i) fraud, or (ii) death or personal injury caused by negligence.
- 5.5. You agree to indemnify the Promoter in respect of third party claims arising out of or in connection with any breach by you of these Prize Draw Terms and Conditions or any use by you of the Prize.

## **6. Personal Data and Publicity**

- 6.1. The Promoter will use personal information about entrants for the purpose of administering the Prize Draw, in accordance with the Promoter's Privacy Policy which can be found at: <https://www.astonmartinf1.com/en-GB/privacy-policy>. By entering the Prize Draw, each entrant agrees that the Promoter may collect and use of his/her personal information in accordance with the Privacy Policy. Each entrant also agrees that he/she has read the Promoter's Privacy Policy.
- 6.2. The Promoter and its business partners may also use the details you give us to contact you for marketing purposes by email details which are further set out in the Promoter's Privacy Policy.
- 6.3. Please note that your data may be processed outside of the European Economic Area, and by entering this Prize Draw you consent to this.
- 6.4. You agree that by submitting your entry, you grant the Promoter an irrevocable, worldwide, royalty-free licence (i.e. permission) for the Promoter and its agents and licensees to edit, publish, broadcast and otherwise use any videos, photographs and/or digital content arising from or out of the Prize for any and all purposes in any and all media throughout the world in perpetuity (or, where such a licence is not lawful or enforceable, for up to 5 years from the date the Entry is submitted to the Promotion), including, without limitation, on the Promoter's publicly accessible website(s), social channels and all other media whether now known or hereafter invented.
- 6.5. You agree that you shall not publicise that you have won the prize and/or give any interviews without the Promoter's prior written consent.

## **7. General**

- 7.1. The Promoter's decisions relating to the Prize Draw shall be final and binding in all respects; no correspondence will be entered into. Entries that do not comply in full with these Prize Draw Terms and Conditions may be disqualified.
- 7.2. Entrants will be disqualified if in the reasonable opinion of the Promoter the entrant:
  - i. has breached the Prize Draw Terms and Conditions;
  - ii. has conducted themselves in an inappropriate manner contrary to the spirit and intention of the Prize Draw; and /or
  - iii. has committed or undertaken any acts for fraud, misconduct, dishonesty and/or provided false information.
- 7.3. The Promoter may disqualify any individual in that the Promoter believes that the entrant's participation in the Prize Draw may cause harm to the Promoter's reputation and/or bring the Promoter into disrepute and/or otherwise cause any negative press coverage (including on social media).
- 7.4. If the Promoter has grounds to suspect any entrant or third party of cheating, deception, fraudulent, criminal or unsportsman-like conduct of any kind (including, without limitation, manipulating the Prize Draw, choice of prize winner(s) or any entry) the Promoter reserves the right (in its sole discretion) to disqualify any entrant, entry or person it reasonably believes to be responsible for, or associated with, such activity.
- 7.5. Details of the prize winner's name will be available for one month after the close of the Prize Draw by writing to the Promoter at the address set out below and stating the name and closing date of the Prize Draw. In the event you are the winner, you consent to such disclosure of your name in accordance with this 7.5
- 7.6. You agree that, in the event that you are the winner of the Prize Draw, you shall execute (within a reasonable timeframe) such additional obligations and/or documentation as may be specified by the Promoter in relation to the Prize.
- 7.7. The Promoter may add to, amend or vary these Prize Draw Terms and Conditions from time to time, at our discretion without prior notice. Any changes will be posted via these Prize Draw Terms and Conditions.
- 7.8. This Prize Draw and any dispute or claim arising out of or in connection with it (including all non-contractual disputes), shall be governed by and construed in accordance with English law. By entering this Prize Draw all entrants irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Prize Draw.