

Terms and Conditions for Classic Tracker's competition to Win a Tracker

1. This competition is run by Classic Tracker Ltd. ("Promoter", "we" or "our" or "us"), registered in England (No. 10538804) with registered office address at 20 Calvert Road London SE10 0DF UK
2. The competition is open to all residents of the United Kingdom aged 18 or over except the Promoter's employees, their relatives, agents organising or promoting the competition. Proof of identity and eligibility may be required.
3. These terms and conditions apply solely to this competition and the prize is subject to availability, change and substitution at the Promoter's sole discretion.
4. The Prize will be: i.) A Classic Tracker unit
5. Acceptance of these terms and conditions is a condition of entry. By entering into the competition, you agree to be legally bound by these terms and conditions. In the event of any conflict between these terms and conditions and any other instructions or terms, these terms and conditions shall prevail where they apply.
6. The Competition will close at 23:59 on 30th April 2018 ("Closing Date/Time"). If you enter after the Closing Date your entry will not be accepted. Only one entry is allowed per person. If more than one entry is received per person only the first entry will be accepted.
7. After the Closing Date the winner will be notified by 7th May 2018. If the Prize is unclaimed by midday on 11th May 2018, the Prize shall be deemed unclaimed or unaccepted and a supplementary Winner may be chosen at the Promoter's sole discretion. Once notified of your win we ask you not to publish anything until Classic Tracker consent. The prize will be shipped to a UK address at the winners expense. The Promoter shall not be held responsible for non-delivery of the Prize to the postal address provided or any failure by the Winner to take advantage of the Prize for any reason and no alternative will be provided. It is your responsibility to inform the Promoter of any change to your contact address or e-mail address.
8. The competition winner is required to purchase a subscription service package from Classic Tracker to enable service with the supplied tracker. The winner may choose from either SAFE, SAFER or SAFEST 1,3 or 5 year packages. More information is available from our website www.classic-tracker.com
9. The Promoter accepts no responsibility for entries submitted incorrectly or delayed, that do not comply with the terms and conditions.
10. The Promoter's decision as to entrants taking part and the Winner is final. No correspondence relating to the Competition will be entered into.
11. Our liability to you for any direct, indirect or consequential damage or loss is excluded to the maximum extent permitted by law and in particular we will have no liability to the Winner or to any other third party in respect of any issue which affects the quality or fitness for any particular purpose of the Prize or any damage or loss resulting from making use of the Prize. You further accept that any replacement or substitution of the Prize is at our sole discretion and we are under no obligation to do so.
12. The Prize is non exchangeable, non-transferable and no cash alternative is available. The prize may not be used in conjunction with any other promotion by the Promoter. There is no cost to enter the Competition. The Winner agrees not to sell, offer to sell or use the Prize for any commercial or promotional purpose (including placing the Prize on an internet auction site) in the six months following being awarded the prize.
13. By entering the Competition you consent to the Promoter's use of your personal data for the purposes of administering the Prize. This data will not be shared with non-affiliated third parties unless you have expressly consented to this on the data capture form. Additionally, when entering the competition you will be given the choice of electing to receive further information on products, services and offers we believe may be of interest to you.

14. If you are the Winner, you may be required to take part in any post-competition publicity as reasonably required by us, which may include publication of your name, photographs of you, video, and/or voice recordings. The Promoter will confirm your consent before publishing.

15. The Promoter agrees to comply with the provisions of the Data Protection Act 1998 including any subordinate legislation made under it and any provision amending, superseding it or re-enacting it (whether with or without modification).

16. We will endeavour to store/use your personal details in line with our Privacy Policy which can be found at https://classic-tracker.com/downloads/CT_Privacy_Policy.pdf

17. The Promoter, reserves the right, at their discretion, to: (i) Amend these terms and conditions; and (ii) Disqualify any entrants who do not comply with these terms and conditions or has acted fraudulently in any way; and (iii) suspend or cancel the Competition at any time and without providing any prior notice, if in its opinion it is deemed necessary or if circumstances arise outside its control; and (iv) Substitute the Prize or any element of the Prize including the Prize value in the event that the Prize cannot be provided to the Winner.

18. The Promoter cannot accept any responsibility whatsoever for any technical failure or malfunction, availability or functionality or otherwise or any other problem with any server, system, network or mobile operator or service provider or otherwise which may result in any registration not being properly logged, not recorded or recognised.

19. Nothing in these terms and conditions shall limit or exclude the Promoter's liability for: i.) Death or personal injury caused by its negligence; ii.) Fraud or fraudulent misrepresentation.

20. Subject to clause 19 and to the maximum extent permitted by law, the Promoter shall not be liable for any claims or actions of any kind whatsoever for damages or losses to persons, the Winner, of property which may be sustained in connection with the receipt, ownership and/or use of the Prize or any element of the Prize, any acts or omissions of its agents.

21. If any of these terms and conditions are found by a competent court or other competent authority to be void or unenforceable, that term or condition shall be modified to the minimum extent necessary to make it valid, legal and enforceable.

22. This Competition is governed by English law and is subject to the exclusive jurisdiction of the courts of England and Wales.