

## **Pilote Ltd Competition Terms and Conditions**

1. These terms and conditions apply to all competitions on any of Pilote Ltd's websites, in Pilote Ltd's interactive or mobile services.
2. By entering a competition entrants accept these terms and conditions together with any specific instructions and terms for such competition which may be mentioned in any electronic messages, or on the websites ("competition information"). Such competition information shall prevail in the event of there being any inconsistency between these competition terms and conditions and any competition information.
3. Pilote Ltd may cancel or amend any competition, competition information, or these terms and conditions without prior notice. Any changes will be posted either within the competition information or these terms and conditions.

### **Competition Entry**

4. There is no minimum age limit unless specified otherwise in the competition information. There is no maximum age limit. Where a prize involves travel of any description, any winner under the age of 18 must be accompanied by an adult. Employees and members of their immediate families (including any live-in partner or household member) of any of the following may not enter:
  - a. Pilote Ltd;
  - b. Any company involved in the organisation, management, promotion, or administration of the competition or its entry routes or donation of prizes or their agents or subsidiaries;
  - c. Any company involved in any capacity in the production or sponsorship of a website to which the competition relates.
5. Where the competition information specifies a minimum or maximum age limit Pilote Ltd reserves the right to ask for proof of age and in all competitions evidence to verify the identity of an entrant at any time, and may use any channels and methods available to carry out checks of any details provided. Entrants may only enter the competition in their own name.
6. The opening and closing dates and times for entries are as indicated in the competition information. Any entries received before the opening and after the closing of the competition will be invalid and will not be entered into the competition.
7. By entering the competition entrants warrant that all information submitted by them is true, current, and complete. Entrants also warrant that they are the copyright owners of any copyright works submitted, for example photographs and drawings, and Pilote Ltd's use of such works will not infringe the rights of any third party.
8. Where indicated in the competition information, some competitions are only open to registered users of Pilote Ltd. websites. There is no charge for registration.
9. Any limit on the number of entries a person or household may make will be clearly stated in the competition information. Entries received in excess of this limit will be invalid and will not be entered into the competition.
10. Entry to the competition may only be made through the applicable method(s) indicated in the competition information. Not all of the following methods of entry may be available for entry to each competition. The following terms and conditions will apply where the method is indicated as being available in the competition information.

#### **a. Telephone entry**

Where specified in the competition information as an available method of entry to the competition, telephone entrants are required to call the telephone number as indicated in the competition information, and follow the instructions in the recorded message. The charge per call will be as indicated in the competition information and is based on the cost of a call from a BT fixed network line. The cost of entering from other networks will vary and from mobiles will cost considerably more and it is the entrant's responsibility to check before entering. Entrants must have the permission of the bill payer before calling. Once the telephone number is dialled and the entrant is connected they will be charged the cost of entry (together with any applicable alternative network or mobile operators' charge). Telephone entries received after the notified competition closing time will not be valid.

#### **b. Text ("SMS") entry**

Where specified in the competition information as an available method of entry to the competition, SMS entrants are required to send a text to the shortcode or number as indicated in the competition information. Texts received by Pilote Ltd will be charged at the standard operator rate, which will vary depending on the entrant's mobile network provider. When a text message is received from Pilote Ltd, sent to the same mobile phone from which the answer was sent, acknowledging receipt of the entry (a "Text Acknowledgement"), this will result in the entrant being charged the charge stated in the competition information. Please check with the relevant mobile network provider what standard network charge will apply. In the event that the entrant has insufficient funds, credits or capacity on their handset (as applicable) for the Text Acknowledgement to be successfully sent by Pilote Ltd and received by the entrant within 72 hours of the original entry being received by Pilote Ltd, the relevant entry will be deemed ineligible and will not be accepted.

Entries sent by text message which are received after the stated competition closing time will be invalid and will not be entered into the competition. If a text message entry is received by Pilote Ltd within 24 hours of the stated competition closing time, the

entrant will receive a free text message from Pilote Ltd informing them that their entry was received late and was not therefore entered into the competition. The message will provide details of how the entrant can obtain a refund of the standard network charge imposed by the entrant's mobile network provider when they entered the competition by text message (up to a maximum of 12p). If a text message entry is received by Pilote Ltd more than 24 hours after the stated competition closing time, the entrant will receive a free text message from Pilote Ltd informing them that their entry was received late and was not therefore entered into the competition but the entrant will not be entitled to obtain any refund.

Entrants must have the permission of the bill payer before entering. SMS entries received after the notified competition closing time will not be valid. Pilote Ltd accepts no liability for any SMS entry charges incurred regardless of whether the entry is received before the competition closing time. SMS entrants will receive a SMS confirmation text message of their entry, which may include information about the programme, its sponsor or other services relating to the competition. SMS entrants may opt out of receiving any marketing messages in the confirmation message (please see rule 27 of these terms and conditions).

**c. Web entry**

Where specified in the competition information as an available method of entry to the competition, web entrants are required to follow the instructions on the website as indicated in the competition information. Entrants will receive a message confirming entry to the competition. Web entrants may be required to supply their name, and/or email address and/or a contact telephone number and/or any other details. In the event that entrants are required to pay to enter online, entrants will need to use the relevant payment service indicated in the competition information, and may need to open an account and register to pay for online entry to the competition. Online entry costs will be as indicated in the competition information. Entrants must read and accept the terms and conditions relating to the online entry pay service before proceeding with such a web entry.

**d. Postal entry**

Where specified in the competition information as an available method of entry to the competition, postal entrants may enter the competition by sending their entry with their answer (if applicable), full name, postal and/or e-mail address and a contact telephone number to the postal address indicated in the competition information. Each postal entry must bear its own stamp but Pilote Ltd makes no additional charge for postal entries. Any postal entry received which does not bear the correct paid postage will be invalid and will not be entered into the competition. Entries sent by post must be delivered by the specified closing date and time for entries. Postal entries are deemed to be received upon arrival at the postal address indicated in the competition information. Pilote Ltd does not accept responsibility for any incorrectly addressed or undelivered entries or for any disruption, delay or misdirection of postal entries.

**e. E-mail entry**

Where specified as an available method of entry to the competition, e-mail entrants may enter the competition by sending an e-mail with the information indicated in the competition information and at the email address indicated. There is no charge for email entries. Entrants may receive a message confirming their entry to the competition.

11. Neither Pilote Ltd nor its servants, agents, nor any other party or organisation involved in the management, promotion, or administration of the competition or its entry routes or donation of prizes or their agents or subsidiaries involved in the competition will accept responsibility or liability for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft, destruction, alteration of, or unauthorised access to entries, or entries lost or delayed whether or not arising during operation or transmission as a result of server functions, virus, bugs or other causes outside its control.

12. Entries submitted through agents or third parties or in bulk (i.e. more entries than a human being could submit in the time available without the use of software or other devices designed to make automated entries or, in the case of postal entries, more than one entry submitted under the same postage stamp) will not be accepted. Entrants may enter as many times as they like unless otherwise indicated in the competition information but no more than one prize per person per competition will be awarded. In relation to Milkshake! competitions only, entrants will only be able to win one competition every three months in the case of competitions broadcast on Pilote Ltd and six months in the case of competitions broadcast on Pilote Ltd irrespective of how many competitions they enter.

13. Any entries which are incomplete, incorrect, inaudible, incomprehensible, or not received by Pilote Ltd will be void. An entry to the competition will be deemed to be an invalid entry where an entrant has evaded payment of the applicable entry charges when entering the competition or, in the case of postal entry, has failed to pay and affix the correct postal charges.

14. In the event of any fault, mistake, misunderstanding or dispute concerning the correctness or acceptability of the entry or any answers given by entrants (if applicable), or the operation of any part of the competition (in the case of postal entries, a postal strike for example), network or phone system, the decision of Pilote Ltd shall be final and no correspondence will be entered into.

15. Pilote Ltd will not be liable to reimburse expenses incurred in making an entry in any competition. Where Pilote Ltd decides in its sole discretion that an entrant is eligible for a refund, eligibility for refunds will be notified to relevant entrants. Pilote Ltd reserves the right to refuse to refund any messages where it suspects dishonest or fraudulent conduct on the sender's part or where the entrant has not complied with the rules of the competition (for example, in exceeding the maximum number of entries).

**Prizes**

16. The prize is as specified in the competition information. Where the prize involves the winner travelling, the winner (and their companion(s) if applicable) may be required to hold a valid passport and/or other necessary travel documentation and visas. Where the prize necessitates travel on a specific date, the winner (and their companion(s) if applicable) must be able to travel on the date specified by Pilote Ltd and no alternative dates will be available. Where the prize involves travel on a date and/or

destination to be chosen by the winner, the date and/or destination chosen is subject to availability and Pilote Ltd reserves the right to include a final date by which the prize must be taken. Where the prize involves travel to a destination outside the United Kingdom, Pilote Ltd will use reasonable endeavours to arrange direct flights from an airport conveniently located for the winner but may require the winner to fly from a London airport. The winner is solely responsible for travel to and from the UK airport specified by Pilote Ltd and all insurance, applicable taxes and for any costs, expenses and charges not specified as being included in the prize description in the competition information. The prize is subject to the terms and conditions of the manufacturer or supplier.

17. Where the winner is required to speak live on-air during any programme there must be a clear and transmittable line between them and the programme and they must appear to be able to communicate clearly and appropriately for the programme in question. Pilote Ltd reserves the right to select an alternative winner in the event that these requirements are not met.

18. The process for determining the winner of the prize is as indicated in the competition information. Where the winner is randomly selected from all correct and valid entries, the draw for the winner will take place within 7 days of the date on which the competition closes.

19. Any competition requiring a subjective assessment in the selection of winning entries will be judged by Pilote Ltd or as indicated in the competition information and, if required by law or regulation, an independent person.

20. Pilote Ltd will attempt to notify the winner for up to 28 days after the closing date and time for entries to the competition, or as otherwise indicated in the competition information. He/she will be contacted on the phone number, by SMS text, e-mail, or postal address provided when entering the competition. The winner will have a specified fixed time period in which to claim his or her prize. If Pilote Ltd is unable to notify the winner, or if the winner fails to respond within the fixed time period as specified and/or provide an address for delivery of the prize, this may result in forfeiture of the prize and Pilote Ltd reserves the right to select an alternative winner in accordance with these terms and conditions and the competition information.

21. Pilote Ltd may in its sole discretion refuse to provide a prize, or seek its recovery, in the event of non-entitlement under these terms or an entrant's breach of these terms, fraud, dishonesty, or other inappropriate or improper conduct including but not limited to the use of technology which enables an entrant to evade charges when entering the competition or the improper use of technology when entering the competition, for example submitting a computer generated drawing where a human drawing is required

22. Pilote Ltd reserves the right in its sole discretion to withhold delivery of the prize until such proof of eligibility and identity has been confirmed or if such proof is not produced on request or to disqualify the entrant from the competition.

23. Pilote Ltd endeavours to deliver the prize to the winner within twenty eight (28) days from the date of the draw, unless otherwise specified to the winner. Delivery restrictions may apply. No cash equivalent (where applicable) or alternative prize will be given and the prize is non-transferable and non-exchangeable. However, Pilote Ltd reserves the right to change the prize due to circumstances beyond its control or to offer an alternative of similar value.

24. In certain circumstances as decided by Pilote Ltd a cash alternative may be offered. Such circumstances may include (but are not limited to) the prize being inappropriate for the age of the winner, the prize including tickets to an event, the prize being no longer available.

25. Where the prize includes a cheque, such cheque will be made payable to the name of the winning entry in pounds sterling. A cheque prize cannot be made payable to any third party. No other form of payment will be made.

#### **Data Protection and Publicity**

27. Pilote Ltd (or any third party nominated by Pilote Ltd) may exercise its sole discretion to use the winner's (and (if applicable) their companion's) name, address, and image and their comments relating to the prize and competition experience for future promotional, marketing and publicity purposes in any media worldwide without notice or without any fee being paid.

28. Information, data and the caller line identity ("personal data") which is provided by entrants when they enter will be held and used by Pilote Ltd and their suppliers and contractors in order to administer the competition. If entrants call from a withheld caller line identity and do not provide their caller line identity when entering the competition, Pilote Ltd may use the withheld caller line identity for customer care purposes such as refunds or communications relating to a service e.g. to notify a winner. Entrants' personal data may also be passed to their mobile phone network or to relevant regulatory bodies including PhonePayPlus, the police or other authorities in the course of the investigation of any complaints or suspected unlawful activity or where requested by the phone provider in connection with the billing arrangements for the competition. Aggregate, non personal data may also be used for the purpose of undertaking market research or in facilitating reviews, developments and improvements to relevant services .

#### **Liability**

31. Nothing in these terms and conditions shall exclude or limit Pilote Ltd's liability for death or personal injury caused by their staff or supplier's negligence or for fraud. Subject to this, Pilote Ltd cannot accept any responsibility for any damage, loss, injury or disappointment suffered by any entrant entering the competition or as a result of accepting any prize. Pilote Ltd is not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, or providers, computer equipment, software failure of any email or entry to be received on account of technical problems or traffic congestion on the Internet, telephone lines or at any web site, or any combination thereof, including any injury or damage to entrant's or any other person's computer or mobile telephone related to or resulting from participation or downloading any materials in the competition.

32. Pilote Ltd cannot promise that the services relating to the competition will be free from errors or omissions nor that they will be available uninterrupted and in a fully operating condition. These services may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons reasonably beyond the control of Pilote Ltd. Pilote Ltd will not be liable in the event that all or any part of the service relating to the competition is discontinued, modified or changed in any way.

**Standard terms**

33. In the event that any entrant does not, or is unable to, comply with and meet these terms and conditions and the competition information, Pilote Ltd shall be entitled at its sole discretion to disqualify such entrant, without any further liability to such entrant. Any entrant must comply with any directions given to him or her by Pilote Ltd including but not limited to any and all relevant laws, rules and regulations, and where applicable, compliance with the Ofcom Broadcasting Code and PhonePayPlus Code of Practice.

34. These terms and conditions and the competition information shall be exclusively governed by and construed in accordance with the laws of England.

35. Please note that calls may be recorded to ensure that competition entries are captured, for staff training and quality control purposes.

36 The promoter of the competition is Pilote Ltd, Studio 202, 30 Red Lion Street, Richmond, Surrey, TW9 1TW

37. These terms and conditions were last updated on 8th May 2009.