

## JAGUAR LAND ROVER LIMITED

### RUGBY WORLD CUP 2019 RETAILER MASCOT COMPETITION – TERMS AND CONDITIONS

These Terms and Conditions apply to the Rugby World Cup 2019 Retailer Mascot Competition (the "**Competition**"). The Competition is entered by a parent or legal guardian (the "**Representative**") on behalf of a child aged between 7 and 11 (the "**Child**"). The Representative must submit a video entry of the Child explaining why they think they should win the chance to become a Land Rover Rugby World Cup 2019 mascot. The Prize will be a trip to Japan for the Child in the winning video entry plus 1 (one) parent or legal guardian for 4 nights (between 10<sup>th</sup> – 14<sup>th</sup> October 2019) staying in 4\* accommodation, where the Competition winner will run out onto the pitch as the official Land Rover mascot at the England v. France match at the International Stadium Yokohama in Japan on 12<sup>th</sup> October 2019.

#### TERMS AND CONDITIONS

1. By entering this Competition, the Representative confirms that they accept and agree to these Terms and Conditions
2. With the permission of Rugby World Cup Limited ("RWCL"), the Competition is promoted by Jaguar Land Rover Limited; registered in England and Wales; registered number 1672070, registered office at Abbey Road, Whitley, Coventry, CV3 4LF, England ("**JLR**"), and is managed and administered on behalf of JLR by CSM Sport and Entertainment LLP, trading as CSM Brands, company number OC368517, registered office at PO Box 70693, 62 Buckingham Gate, London SW1P 9ZP ("**CSM**") (JLR and CSM together the "**Promoters**").
3. These Terms and Conditions apply so far as the law permits so please read them carefully before entering.
4. These Terms and Conditions shall be governed by and construed in accordance with English law. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to deal with any dispute or claim that arises out of or in connection with these Terms and Conditions and the Competition.

#### CAN I ENTER THE COMPETITION?

5. The Competition is free to enter (no purchase necessary).
6. This Competition is open to residents of the United Kingdom. Only a parent or legal guardian of a Child aged between 7 (seven) and 11 (eleven) may submit a Competition entry on behalf of the Child. Only parents or legal guardians over the age of 18 (eighteen) can act as a Representative. By entering the Competition on behalf of the Child, the Representative consents to the Child being entered into this Competition. Proof of age of the Competition Winner (as defined below) will be required from Representatives.
7. Representatives must, upon submitting the Entry Form (defined below), confirm that:
  - a) the Representative is eligible to enter the Competition on behalf of the Child and has the right to provide parental consent for the Child to enter the Competition;
  - b) the Representative consents to the name and image of the Child being used by the Promoters in accordance with these Terms and Conditions;

- c) the Representative understands that in order to be eligible to win the Competition, if the Child is selected as a Winner and is required to take time off school in order to attend the Prize (as defined below), the Representative must provide the Promoters with a copy of the Permission Letter (as defined below) from the Child's school allowing the Child to take the necessary time off;
  - d) the Representative acknowledges and agrees that it is not the responsibility of the Promoters to ensure that valid passports and travel insurance for the Winner and their Guest are obtained for the Prize (defined below); and
  - e) the Representative has fully read, understands and accepts these Terms and Conditions.
8. In entering the Competition, the Representative confirms that they are eligible to do so and eligible to claim, on behalf of the Child, any prize that the Child may win. It will be the Promoters' sole decision as to whether any eligibility requirement has or has not been met and we may require evidence or confirmation from Representatives before awarding prizes.
9. Upon submitting the Entry Form, Representatives will be asked if they consent to the Video Entry – and therefore the image of the Child - being used by JLR for promotional use. JLR shall only use the Video Entries for promotional use if the Representative has provided their consent. Representatives who do not provide such consent will still be eligible to enter and win the Competition on behalf of the Child.
10. As part of the Prize, the Child will be required to run out onto the pitch as the Land Rover mascot. The Child must be comfortable with doing this.
11. A parent or guardian over the age of 18 (eighteen) must accompany the Winner to the Prize as the guest (the "**Guest**"). The Guest acknowledges that they are primarily responsible for the safety and wellbeing of the Child throughout the Prize.
12. The Competition will open at 09:00 hours on Monday 3<sup>rd</sup> June 2019 hours and will close at 17:00 hours on Sunday 30<sup>th</sup> June 2019 inclusive ("**the Closing Date**").
13. Representatives will not be able to submit an entry after the Closing Date.
14. Representatives may submit up to 1 (one) valid entry per Child. Any additional entries will not be counted or eligible to win.
15. Representatives may submit a Competition entry on behalf of more than one Child.
16. Representatives will require access to an email account, access to a computer, internet access and access to technology and/or software that enables the Representative to record and submit a Video Entry of the Child. The Representative and/or the Child does not need to have or create an account on the Platforms.
17. The Promoters will not be responsible for ensuring your Video Entry is compatible with and/or complies with the Video Entry requirements as set out in Clause 21. The Promoters will not be responsible for any failure of the technology and/or software you have used to create and/or submit your Video Entry, nor will they be responsible for any failure of the upload or submission of your Video Entry.

18. We reserve the right to disqualify any entry that does not comply with these Terms and Conditions or if your conduct is contrary to the spirit or intention of the Competition.

## HOW TO ENTER

19. To enter, Representatives must visit the Competition entry page on the following website: [landrover.co.uk/rwcmascot](http://landrover.co.uk/rwcmascot), fill in the entry form, which requires the Representative to enter their title, name, email address, post code and full name of the Child you are submitting an entry on behalf of (the “**Entry Form**”), and submit a video entry of the Child explaining *why they think they deserve to be a Land Rover Rugby World Cup 2019 mascot* (the “**Video Entry**”). The title of the Video Entry file should include the following wording “Land Rover Mascot Pledge”, along with the Representative’s name and the Child’s name.
20. The Video Entry must comply with these requirements:
- i. it may only feature the Child;
  - ii. strictly no other people may feature in the Video Entry;
  - iii. it must be filmed in front of a plain background;
  - iv. it must be no longer than a total of 30 (thirty) seconds in length;
  - v. it must be in MP4 format; and
  - vi. it must not exceed 50MB.
21. Any Video Entries that do not comply with the requirements of clause 20 will not be counted and will not be eligible to win.
22. Only Entry Forms that have been completed in full and Video Entries that comply with the requirements of clause 20 (above) will be considered as a complete, valid entry.
23. If, for any reason, a technical interruption: equipment failure, telephone failure, network, server, computer hardware or software failure, or any failure of the video recording device, technology or software you have used to create and/or submit your Video Entry, or any upload failure of your Video Entry occurs and the Competition is not capable of running as planned, or entries are not received or validly submitted, or the Prize (as defined below) is disrupted, the Promoter reserves the right to cancel, terminate, modify or suspend the Competition if necessary.
24. The Promoters does not take any responsibility for incomplete entries or entries that are lost, mislaid, damaged or delayed in transit (regardless of cause) and any such entries will not be considered valid.
25. The Promoters reserves the right to cancel, terminate, modify or suspend the Competition if necessary.

## THE PRIZE

26. All complete and valid entries submitted will be collected, and each Video Entry will be viewed and judged by a judging panel (as described below) on 1st July 2019. Each Video Entry will be

scored against the following weighted criteria, where the Child will be scored out of 10 (ten) for demonstrating each of the 5 (five) Land Rover rugby values:

- *Value 1: Pride* - 10 points
- *Value 2: Composure* - 10 points
- *Value 3: Courage* - 10 points
- *Value 4: Capability* - 10 points
- *Value 5: Integrity* – 10 points

27. The Video Entries will be judged in two stages:

- i. Each Video Entry will be judged by CSM's judging panel according to the above criteria and will receive a total score out of fifty (the "**Shortlist Score**").
- ii. The Video Entries that have received the top 10 (ten) highest Shortlist Scores will then be judged independently by a Land Rover rugby ambassador judge according to the same criteria set out in clause 26. The Video Entry with the highest final score out of fifty as scored by the Land Rover rugby ambassador judge (the "**Final Score**") will be selected as the winner (the "**Winner**").

28. In the event of a tie between two or more Final Scores, the Video Entry (from amongst all such tied Final Scores) with the highest score on Value 1: 'Pride' will be deemed to be the Winner. In the event there is still a tie between two or more Final Scores based on the score for Value 1, the Video Entry (from amongst all such tied Final Scores for Value 1) with the highest score on Value 2: 'Composure' will be deemed to be the Winner, and so forth for the five values until a Winner is selected.

29. In the event of a tie for 10<sup>th</sup> place between two or more of the Shortlist Scores, the Video Entry (from amongst all such tied Shortlist Scores) with the highest score on Value 1: 'Pride' will be deemed to be the Video Entry shortlisted in 10<sup>th</sup> place. In the event there is still a tie between two or more Shortlist Scores based on the score for Value 1, the Video Entry (from amongst all such tied Shortlist Scores for Value 1) with the highest score on Value 2: 'Composure' will be deemed to be the Video Entry shortlisted in 10<sup>th</sup> place, and so forth for the five values until the Video Entry shortlisted in 10<sup>th</sup> place is selected.

30. The single name of the Winner selected will be final.

31. The Winner will win the prize. The prize will be a trip to Japan during the Rugby World Cup 2019 period for the Winner plus 1 (one) Guest over the age of 18 (eighteen), where the Winner will be invited to be the official Land Rover mascot for the England v. France match (kick off at 17:15 hours Japan local time) in Japan on 12<sup>th</sup> October 2019. The Prize package will include:

- i. Return flights (Economy class) from a UK airport (to be confirmed upon acceptance of the Prize) to Japan, departing on 10<sup>th</sup> October 2019 and returning on 14<sup>th</sup> October 2019, for the Winner plus their Guest, subject to JLR's travel and expenses policy;

- ii. 4 (four) nights' stay in 4\* accommodation (including one twin bedroom and breakfast) for the Winner and their Guest, subject to JLR's travel and expenses policy. Dinner will not be included. Full details of the hotel to be provided to the Representative upon acceptance of the Prize;
  - iii. Return transfers from the airport in Japan to your hotel upon arrival and from the hotel in Japan to the airport in Japan prior to your departure flight, for the Winner and their Guest;
  - iv. 2 (two) tickets to the England v. France match (kick off at 17:15 hours Japan local time) at International Stadium Yokohama on 12th October 2019. The Winner will be required to run out onto the pitch before kick-off as the Land Rover rugby mascot, and will have the opportunity to watch the match with their Guest afterwards;
  - v. Rugby kit for the Winner to wear at the England v France match;
  - vi. Transport to and from the International Stadium Yokohama on the day of the England v. France match;
  - vii. Match day meal for the Winner and their Guest on the day of the England v. France match;
  - viii. Return transport to and from the Winner or their Guest's home address to the UK departure airport on 10th October, and from the UK airport to your home address upon arrival on 14th October; and
32. The Representative acknowledges and agrees that the Prize does not include any food and drink expenses (unless expressly stated), personal expenditure (such as additional hotel charges or room expenses), gratuities, visa or passport costs, travel insurance, tips or incidental cost incurred by the Winner and/or their Guest. For the avoidance of doubt the Prize only includes what is listed in clause 31.
33. Only 1 (one) Prize is available to be won.
34. The Representative of the Winner will be contacted using the email address provided on the Entry Form on 1<sup>st</sup> July 2019 and asked to confirm their name, the Winner's name and age, and that they accept the Prize on behalf of the Winner. If the Representative does not accept the Prize within 48 hours of being contacted by the Promoters, the Child in the Video Entry with next highest Final Score will be awarded as the Winner, and their Representative will be contacted in accordance with this clause 34.
35. If the Winner is required to take time off school in order to attend the Prize trip to Japan, the Representative must provide the Promoters with a copy of a permission letter from the Child's school permitting the Winner to take the necessary time off (the "**Permission Letter**"). Upon being notified that the Child is a Winner, the Representative will have 14 (fourteen) days to provide the copy of the Permission letter to the Promoters. If the Representative is unable to provide the Permission Letter within this timeframe, the Winner will not be eligible to win the Competition, and the Prize will be awarded to the Child in the Video Entry with the next highest Final Score.
36. Upon receipt of evidence of the Permission Letter from the Representative, the Promoters will provide the Representative will full details of the Prize, including confirmation of the UK airport,

flight times, hotel accommodation details, transfer arrangements,. The Promoters will ask the Representative to provide any personal information (of the Winner and their Guest) required for the purpose of arranging the travel and accommodation for the Prize trip to Japan, including details of any special requests/assistance you may require for your travel and accommodation (such as wheelchair access, hearing/visual aids/assistance, dietary requirements for flight meal and match day meal, etc.). All personal data will be handled by the Promoters in accordance with clause 53.

37. If the Winner and/or their Guest does not own a passport that is valid for the time of scheduled travel for the Prize trip to Japan, the Winner will not be eligible to win the Competition, and the Prize will be awarded to the Child in the Video Entry with the next highest Final Score. The Representative acknowledges and agrees that it is not the responsibility of the Promoters to ensure that valid passports are obtained by the Winner and their Guest.
38. JLR will be capturing footage of the England v France match in Japan as part of the Prize, which may include footage of the Winner as the Land Rover mascot. Upon acceptance of the Prize, the Promoters will issue the Winner's Representative with a filming footage consent form (the "**Video Footage Consent Form**") to obtain consent from the Representative on behalf of the Winner to feature in JLR's footage. JLR will not capture any footage of the Winner if consent has not been obtained from the Winner's Representative by way of the Consent Form.
39. Following provision of the Permission Letter by the Representative of the Winner, the name of the Winner will be announced on JLR's global Twitter account (@LandRoverRugby).
40. All details of the Prize (including e-tickets for the flights) will be sent to the email address provided by the Winner's Representative in the Entry Form.
41. Entrants may only win one prize throughout the duration of the Competition.
42. There are no cash or credit alternative prizes and the Prize is non-transferable and non-negotiable. The Prize may not be claimed by a third party on your behalf.
43. The Representative, Winner and their Guest shall comply with all relevant laws, rules, regulations and guidelines when taking part in this Competition.
44. If the Promoters subsequently discover the Representative and/or the Winner and/or the Guest is ineligible, has breached these Terms and Conditions or RWCL terms and conditions or PRL's terms and conditions, or foul play or unethical conduct is suspected under these Terms and Conditions, then the Promoters shall reserve the right to not award the Prize (of which the Representative shall be informed), and the Child in the Video Entry with the next highest Final Score shall be selected as the Winner.
45. If the Prize offered is unavailable, cancelled or suspended due to circumstances beyond the control of the Promoters (including but not limited to flight delays/suspensions or other such disruptions caused by weather or acts of god), the Promoters will not be able to offer an alternative and will not owe any further liability to the Representative and/or the Winner and/or the Guest. Representatives and/or the Winner and/or their Guest will not be entitled to any monetary equivalent or compensation for costs or expenses incurred or suffered in connection with taking up the Prize.
46. The Representative accepts that the Prize could be cancelled or suspended for any reason whatsoever beyond the control of the Promoters.

47. In the event that the Winner is unable to take up the Prize for any reason, the Representative must notify the Promoters immediately. In this circumstance, the Promoters reserve the right to offer the Prize to the Child in the Video Entry that has received the next highest Score. The Promoters do not accept any responsibility if the Winner is not able to take up the Prize.
48. In all circumstances, the Promoter's decision is final and no correspondence will be entered into.
49. Representatives acknowledge that the England v France match in Japan, in which the Winner will be the Land Rover mascot for as part of the Prize, will be broadcast by independent broadcasters.

## **LIABILITIES**

50. Neither the Promoters or their affiliates, agents, officers or employees will be liable (to the extent permitted by law) for any loss or damage arising out of organising or holding this Competition or as a result of a Child's participation in it, participation in any of the activities or as a result of the Winner winning, participating in, collecting or enjoying the Prize and/or the Competition, or if the Competition does not run as planned. This paragraph does not seek to exclude the liability of any party listed in this paragraph for (a) death or personal injury caused by their negligence, (b) fraud or fraudulent misrepresentation, and/or (c) any other matter for which it would be unlawful for them to exclude or attempt to exclude their liability. Your statutory rights are not affected.
51. The Promoters may change these Terms and Conditions or cancel the Competition at their absolute discretion and without incurring liability as a result unless the Prize has been awarded.
52. This Competition is in no way endorsed, sponsored or administered by or associated with Twitter.

## **USE OF PERSONAL DATA**

53. By entering this Competition, the Representative agrees that the Promoters (and their agents, contractors and group members on its behalf) may process, store, distribute and/or use the information (including personal data) provided in the Entry Form and in the process of entering:
  - (a) To enable them to administer the Representative's entry in the Competition, including deciding whether it accords with these Terms and Conditions;
  - (b) To notify you the Representative if the Child you are representing is a Winner. If they are a Winner you agree that the Promoters may announce or make available on request the name and county/town of the Child unless you object to the Promoters doing so or request that the amount of personal information announced or made available is reduced by the Promoters, in accordance with Clause 58; and
  - (c) To share with organisations assisting with the conduct of the Competition and fulfilment of the Prize. The Promoters may pass personal information relating to the Winner and their Guest to RWCL and/or the tournament organiser (Japan Rugby Football Union (the "**Tournament Organiser**") (and any of their service providers or agents) for the purposes of monitoring the distribution and use of Rugby World Cup tickets and related experiences and, in the event of a suspected breach of any terms and conditions, rules or regulations of RWCL and/or Tournament Organiser relating to the use of such tickets

and/or experiences, investigating and taking action against such Winner and/or Guest and/or Representative.

54. JLR reserves the right to contact Representatives regarding various product and service promotions or other related communications who have opted-in to receiving such communications from JLR. The Promoter shall retain the Representative's name and contact information for 12 (twelve) months.
55. Should Representatives who have opted-in to receive such communications from JLR wish to no longer be contacted by JLR, they should contact [landroverrugby@csm.com](mailto:landroverrugby@csm.com).
56. Any Video Entries submitted by Representatives who have consented to JLR using their Video Entry for promotional use by JLR shall be retained by JLR for 12 (twelve) months.
57. Should Representatives who have consented to JLR using the Video Entry of the Child for promotional use no longer wish for the Video Entry to be used by JLR for such purpose, please contact [landroverrugby@csm.com](mailto:landroverrugby@csm.com).
58. Should the Representative of the Winner object to the Child's name and county/town of residence being announced or made available upon request by the Promoters, they should contact [landroverrugby@csm.com](mailto:landroverrugby@csm.com). The Promoters will not announce or make available the personal information of any Winner whose Representative has objected. The Promoters may, however, need to provide such data for any lawful or regulatory purposes to the UK's independent regulator of advertising: the Advertising Standards Authority (ASA).
59. For more information on how data is handled by JLR, please view JLR's [Privacy Policy](#).

#### **CONTACT DETAILS**

60. To find out the name and country of the Winner please send your request after 1<sup>st</sup> July 2019 to [landroverrugby@csm.com](mailto:landroverrugby@csm.com).
61. If you have any other questions about the Competition, please send you question by e-mail to [landroverrugby@csm.com](mailto:landroverrugby@csm.com) before the Competition ends.
62. If you have any questions about how your personal information is being handled, please contact [DPOffice@jaguarlandrover.com](mailto:DPOffice@jaguarlandrover.com)

#### **RUGBY WORLD CUP LIMITED TERMS AND CONDITIONS**

63. The Winner and their Guest shall comply with the terms and conditions applicable to: (i) the issue and use of tickets from time to time as determined by Rugby World Cup Limited ("RWCL") from time to time and as available and set out at [TBC] or such other webpage; and (ii) all applicable RWCL, Tournament Organiser and venue owner or operator rules and regulations relating to access to Rugby World Cup venues and any other areas associated with Rugby World Cup (including any terms of accreditation determined by RWCL). Further, the Guest acknowledges that as the parent or legal guardian of the Winner, they may be required to enter into a direct acknowledgement and/or agreement with RWCL concerning use of the tickets and compliance with ticket terms and conditions prior to receiving the Prize.
64. The Winner and Guest shall not, while using any Rugby World Cup tickets, display or publicise any political slogans or homophobic language, images of a lewd or explicitly sexual nature,



images containing logos of competitors and overt brand sponsorship or anything else deemed to be ambush marketing or an abuse of the Rugby World Cup, content which is defamatory, obscene, illegal, vulgar, offensive or otherwise unsuitable or infringes others' rights (including intellectual property rights) or reflects negatively upon any of RWCL or the Rugby World Cup. The Winner and their Guest agrees and acknowledges that any breach of this clause 64 shall cause significant damage and loss to RWCL.

65. The Competition is run by the Promoters with the permission of RWCL. The Promoters are responsible for the operation of and all matters and concerns relating to the promotion, not RWCL or any other persons involved in the staging of Rugby World Cup 2019 and World Rugby (formerly the International Rugby Board), all of whom shall not be responsible for or liable to the Representative or Child entrants in any way whatsoever in connection with this promotion.

Copy to go on Entry Form:

Click here to view the Competition Terms and Conditions.

**TICK BOX 1** – I have read, understood and fully agree to the Competition Terms and Conditions.

**TICK BOX 2** - I confirm I am the parent or legal guardian of the Child and that I have the right to provide parental consent for the Child.

**TICK BOX 3** – By entering this Competition and submitting the video entry of the Child, I understand that the personal data of the Child and my own personal data will be used by the Promoters in accordance with the Terms and Conditions.

**TICK BOX 4** – I understand and agree that if the Child is selected as a winner and is required to take time off school to attend the Prize trip to Japan, I shall be required to provide the Promoters with a copy of the permission letter from the Child's school allowing the Child to take the time off, in accordance with the Terms and Conditions.

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**TICK BOX 5** - Please tick this box if you consent to JLR using the video entry of the Child for JLR's promotional use, in accordance with these Terms and Conditions.

**TICK BOX 5** - Please tick this box if you are happy to be contacted by Jaguar Land Rover with updates or offers on products and services.

Click here to view Jaguar Land Rover's Privacy Policy.