

Terms and Conditions

Fitbit Sense Prize Draw February 2022 - Instagram

1. THE PROMOTER

- 1.1 Simplyhealth Group Limited (the “**Promoter**”), Hambleden House, Waterloo Court, Andover, Hampshire, SP10 1LQ

2. THE PRIZE DRAW AND HOW TO ENTER

- 2.1 The prize draw will run from 9:00am GMT on 14 February 2022 (the “**Opening Date**”) to 11:59pm GMT on 18 February 2022 (the “**Closing Date**”) inclusive.
- 2.2 The Closing Date for entries will be 11:59pm GMT on 14 February 2022. After this date, no further entries to the prize draw will be permitted.
- 2.3 No responsibility can be accepted for entries not received for whatever reason.
- 2.4 The rules of the prize draw and how to enter are as follows: follow **SimplyhealthUK** on **Instagram**, like the **Instagram** post by the Promoter, comment on the **Instagram** post by the Promoter, tagging someone you love, and share the **Instagram** post by the Promoter to your **Instagram Stories**, and tag the Promoter, @SimplyhealthUK.
- 2.5 Only one entry per person on Instagram will be accepted. Entries on behalf of another person will not be accepted.
- 2.6 By entering this prize draw, an entrant is indicating his/her agreement to be bound by these terms and conditions.
- 2.7 For help with entries, please email the following address: social.media@simplyhealth.co.uk.
- 2.8 Please see www.simplyhealth.co.uk for a copy of these prize draw terms and conditions.
- 2.9 Winners will be selected at random and at the discretion of the Promoter from eligible entries.

3. ELIGIBILITY

- 3.1 The prize draw is open to residents of the United Kingdom aged 18 years or over except employees of the Promoter or a holding or subsidiary company and their close relatives and anyone otherwise connected with the administration of the prize draw.
- 3.2 In entering the prize draw, entrants confirm that they are eligible to do so, and eligible to claim the prize. The Promoter may require an entrant to provide proof that the entrant is eligible to enter the prize draw.
- 3.3 The Promoter will not accept prize draw entries that are:
 - (a) automatically generated by computer;
 - (b) completed by third parties or in bulk; or
 - (c) are incomplete

- 3.5 The Promoter reserves all rights to disqualify an entrant if their conduct is contrary to the spirit or intention of the prize draw.
- 3.6 The Promoter reserves the right to verify, at any time during or after the closing of the prize draw, the validity of all entries and to disqualify any entrant who tampers with the entry process.

4. THE PRIZE

- 4.1 There is one prize on **Instagram** to be won. The prize is a Fitbit sense in black. The prize will be dispatched by no later than the end of February 2022.
- 4.2 The prize is subject to availability and the Promoter reserves the right to replace the prize with an alternative prize of equal or higher value if circumstances beyond the Promoter's control makes it necessary to do so.
- 4.3 The prize for the winner is non-exchangeable, non-transferable and no cash alternative is offered.

5. WINNER ANNOUNCEMENT

- 5.1 Winners will be notified within **7 (seven) days** of the Closing Date via the social media platform used to enter the prize draw.
- 5.2 The Promoter's decision in respect of all matters to do with the prize draw will be final and no correspondence will be entered into.
- 5.3 In the event that the winner declines the prize, the Promoter may award the prize to the next eligible entrant.
- 5.4 The names of winners will be available for 28 days after the Closing Date by emailing the following address: social.media@simplyhealth.co.uk

6. CLAIMING THE PRIZE

- 6.1 In order to claim their prize, winners must reply to the winners notification message on the social media platform in which they have won, or by contacting the Promoter by emailing the following address: social.media@simplyhealth.co.uk within 7 (seven) days of being notified of their win. If a winner does not claim their prize within this timeframe, the winner's claim will become invalid.
- 6.2 If a winner cannot be contacted or is not available, or has not claimed their prize in accordance with clause 6.1, the Promoter reserves the right to award the prize to another eligible entrant.
- 6.3 The prize may not be claimed by a third party on behalf of a winner.
- 6.4 In the event that a winner declines the prize, the Promoter may award the prize to another eligible entrant.
- 6.5 The Promoter does not accept any responsibility if the winner is not able to take up the prize.

7. LIMITATION OF LIABILITY

- 7.1 Insofar as is permitted by law, the Promoter, its agents or distributors will not in any circumstances be responsible or liable to compensate winners or accept any liability for any loss, damage, personal injury or death occurring as a result of taking up the prize except where it is caused by the negligence of the Promoter, its agents or distributors or that of their employees. Your statutory rights are not affected.

8. OWNERSHIP OF PRIZE DRAW ENTRIES AND INTELLECTUAL PROPERTY RIGHTS

- 8.1** All prize draw entries and any accompanying material submitted to the Promoter will become the property of the Promoter on receipt and will not be returned.
- 8.2** By submitting a prize draw entry and any accompanying material, an entrant agrees to:
- (a)** assign to the Promoter all their intellectual property rights with full title guarantee; and
 - (b)** waive all moral rights in and to an entrant's prize draw entry and otherwise arising in connection with an entrant's entry to which you may now or at any time in the future be entitled under the Copyright, Designs and Patents Act 1988 as amended from time to time and under all similar legislation from time to time in force anywhere in the world.
- 8.3** Entrants agree that the Promoter may, but is not required to, publish and/or disclose the prize draw results including any winner's name, image and details of entry on its website www.simplyhealth.co.uk and any other media, whether now known or invented in the future, and in connection with any publicity of the prize draw. Entrants agree to grant the Promoter a non-exclusive, worldwide, irrevocable licence, for the full period of any intellectual property rights in the prize draw entry and any accompanying materials, to use, display, publish, transmit, copy, edit, alter, store, re-format and sub-licence the prize draw entry and any accompanying materials for such purposes including to publish the winner's name and picture in such media as the Promoter may choose for advertising and promotional purposes.

9. DATA PROTECTION AND PUBLICITY

- 9.1** The Promoter will only process an entrant's personal information as set out in the [privacy policy](#) and these conditions of entry govern the collection, use and disclosure of personal information in connection with this prize draw.
- 9.2** Entrant's consent to their personal information being received by the Promoter.
- 9.3** This prize draw is in no way sponsored, endorsed or administered by, or associated with, Instagram. Entrants understand that they are providing their information to the Promoter and not to Instagram.

10. GENERAL

- 10.1** If there is any reason to believe that there has been a breach of these terms and conditions, the Promoter may, at its sole discretion, reserve the right to exclude an entrant from participating in the prize draw.
- 10.2** The Promoter reserves the absolute right to hold void, suspend, cancel, or amend the prize draw where it becomes necessary to do so including for any technical or commercial reason.
- 10.3** These terms and conditions shall be governed by English law, and the parties submit to the exclusive jurisdiction of the courts of England and Wales.