

Livat and Hammersmith BID 10,000 Steps Challenge 2023 Competition – Terms and Conditions

The below Terms and Conditions govern the “Active Travel Day 2023 10,000 Steps Competition” (the “Competition”). Each participant that meets the Competition criteria will be entitled to claim a Reward item as set out below.

By entering the Competition and participating, you are agreeing to be bound by these Terms and Conditions. Please also read our Privacy Policy (<https://www.livat.com/hammersmith/privacy>) which explains further how we handle any data you share with us when you enter into a competition.

THE PROMOTER

The promoters are Ingka Centres Management UK Limited company number (12418686) whose registered address is at 100 Avebury Boulevard, Milton Keynes, United Kingdom, MK9 1FH (the “Promotor”) and Greater Hammersmith Ltd t/a Hammersmith BID whose registered address is Colet Court, 100 Hammersmith Road, London, W6 7JP. This Competition is governed by English law and the courts of England have exclusive jurisdiction.

HOW TO ENTER THE COMPETITION

1. There is no purchase necessary to participate in the Competition.

The Competition Reward allocation will take place on Lyric Square at the Hammersmith BID stall which will be branded with Hammersmith BID and Livat items.

2. The Competition will run from 11am on 24 September 2023 to 4pm on 24 September 2023 (the “**Promotional Period**”). The Step Store opening times are: 11am to 4pm on Sunday 24 September. All entries received before or after the Promotional Period will be automatically disqualified.
3. To enter and claim the Reward you must have collected 10,000 steps on Sunday 24 September.
4. Maximum of one (1) entry per person during the Promotional Period is permitted. No additional entries will be accepted.
5. The Promoter will not accept:
 - a) responsibility for entries that are lost, damaged or delayed regardless of cause, including, for example, as a result of any equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind; or
 - b) proof of transmission as proof of receipt of entry to the Competition. Entries must be presented in person.
6. The Promoter will not accept joint Competition entries that are:
 - a) automatically generated by a computer;

- b) completed by third parties or in bulk; or
 - c) on behalf of another person.
7. Each entrant who has met the requirements set out at 3 above, will be entitled to a Reward as set out at 14 ("**Reward**").
8. The decision of the Promotor (acting in its sole discretion) will be final and no correspondence or discussion will be entered into about the decision.

ELIGIBILITY

9. To participate in this Competition (subject to the criteria set out below), [e.g. please identify yourself to event staff to discuss how to enter].
10. In order to claim the Reward, participants must provide proof and register their steps (measured via a mobile health app, device or pedometer) and provide their name and email address.
11. The Competition is open to all UK residents except:
- a) employees of the Promoter and individual(s) who are professionally connected with the Promoter;
 - b) employees of agents or suppliers of the Promoter who are professionally connected with the challenge or its administration; or
 - c) members of the immediate families or households of (a) and (b) above;

and participation by those aged below 16 is subject to the provisions at paragraphs 21.23below.

12. By entering the Competition, you confirm that you are eligible to do so and eligible to claim the Prize, as defined below. The Promoter may require you to provide proof that you are eligible to enter the Competition.
13. The Promoter reserves all rights to disqualify you if your conduct is contrary to the spirit or intention of the Competition.
14. This Competition only applies to the UK.

THE REWARD

15. The Rewards available will be allocated to entrants as per the table below:

REWARD	QTY	STEPS
Hammersmith BID branded tote bag	100	10,000
Branded Wooden Massager	100	10,000
Branded kids skipping rope	100	10,000

16. The number of steps and distance are to be rounded down to the nearest 1,000 steps.
17. Participants must claim their Reward at the Hammersmith BID stall on the same day as the steps were completed.
18. The rewards are subject to availability while stocks last. Alternative rewards may be available if the above have run out.
19. There is no cash alternative for the Reward. The Promoter reserves the right to substitute the Reward with a gift of equal or greater value if circumstances beyond the Promoter's control makes it necessary to do so.
20. The Reward is not negotiable or transferable.

UNDER 16s PARTICIPATION

21. Individuals under the age of 16 may participate in this Competition provided that they are accompanied and supervised by an adult at all times.

LIMITATION OF LIABILITY

22. As far as is permitted by law, the Promoter, its agents or distributors will not in any circumstances be responsible or liable to compensate the winner 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.

DATA PROTECTION AND PUBLICITY

23. By entering the Competition, you consent to being contacted by the Promoter in relation to your participation in the Competition.
24. By entering the competition, you agree that any personal information provided by you with the Competition entry may be held and used only by the Promoter or its agents and suppliers or any other relevant third party to administer the Competition.
25. You understand that you are providing your information to the Promoter. You can view the Promoter's Privacy Policy at:

<https://www.livat.com/hammersmith/privacy>.

26. GENERAL

27. The Promoter reserves the right to refuse to honour the Competition, or exclude anyone who the Promoter reasonably suspect is acting in contravention with these terms and conditions or who the Promoter reasonably suspect is acting contrary to the spirit of this promotion.

28. The Promoter may disqualify any Participant using the promotion in a way in which they deem inappropriate in its sole discretion (including without limitation, collusion, manipulation and engagement in any other activity that may give the Participant carrying out that activity an unfair advantage over other Participants).
29. The Promoter shall not be liable, in contract or tort (including negligence), or the breach of statutory duty or any other way, for the loss or damage howsoever arising suffered by any person/s suffered directly or indirectly from participating in the Promotion. Nothing in these terms shall limit the Promoter's liability for fraud or death or personal injury caused by negligence.
30. Our failure to enforce any term of the Terms shall not constitute a waiver of that provision. We reserve the right, at our sole discretion, to cancel, terminate, modify or suspend the promotion if it is not capable of running as planned, including, but not limited to, infection by computer virus, tampering, unauthorised intervention, fraud, technical failures or any other problems beyond our control and award the Reward from among all eligible Participants prior to cancellation.
31. The Promoter is not responsible for lost, late, misdirected, undelivered, incorrect, or inaccurate Step counters whether caused by the Participants or by any of the equipment or programming associated with or utilised in the Promotion or by any technical or human error which may occur in processing.
32. The Promoter reserves the right to hold void, suspend, cancel, or amend the challenge where it becomes necessary to do so as the Promoter may determine in its sole discretion.