## The Promoter

The Promoter is: Newton Europe Limited of Kingston Business Park, 2, Kingston Bagpuize, Abingdon OX13 5FE (Newton)

# The competition

The title of the competition is 'Grow with Newton'

#### How to enter

The competition will run from 26 March 2024 (the "Opening Date") to 31 May 2024 (the "Closing Date") (together, the "Competition Period").

To enter the competition, you must enter <u>www.newtoneurope.com/growwithnewton</u> and submit your details via the entry form by the Closing Date.

All competition entries must be received by Newton in accordance with Clause 0 by no later than 10pm on the Closing Date. All competition entries received after the Closing Date are automatically disqualified.

### Newton will **not** accept:

responsibility for competition entries that are lost, mislaid, damaged or delayed in transit, regardless of cause, including, for example, as a result of any postal failure, equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind; or

proof of posting or transmission as proof of receipt of entry to the competition.

By submitting a competition entry, you are agreeing to be bound by these terms and conditions.

Please see https://www.newtoneurope.com/legal for a copy of these terms and conditions.

The competition will comprise

a random draw of 5 winners during each week of the Competition Period;

if an entrant has not been selected as a winner during any given week of the Competition Period, their entry will be rolled-over to the following week. Provided the entrant has not been selected as a winner, this will continue until the final random selection is completed.

## Eligibility

The competition is only open to

all residents in the UK aged 18 years or over; and

attending any UK based degree-awarding University.

# excluding:

employees of Newton or its holding or subsidiary companies;

employees of agents or suppliers of Newton or its holding or subsidiary companies, who are professionally connected with the competition or its administration; or

members of the immediate families or households of 0 and 0 above.

In entering the competition, you confirm that you are eligible to do so and eligible to claim the prize. Newton may require you to provide proof that you are eligible to enter the competition.

Newton will not accept competition entries that are:

automatically generated by computer;

completed by third parties or in bulk;

illegible, have been altered, reconstructed, forged or tampered with;

photocopies and not originals; or

incomplete.

There is a limit of one entry per person. Entries on behalf of another person will not be accepted and joint submissions are not allowed.

Newton reserves all rights to disqualify you if your conduct is contrary to the spirit or intention of the prize competition.

## The prize

The prize is a gift box including:

travel coffee cup;

sleep mask;

notebook and pen;

pillow spray;

daily planner.

Newton reserves the right to substitute items in the prize with an item of equal or greater value.

The prize is not negotiable or transferable.

#### Winners

The decision of Newton is final and no correspondence or discussion will be entered into.

Newton will make all reasonable efforts to contact the winner personally as soon as practicable after selection, using the email address provided with the competition entry. Newton will not amend any contact information once the competition entry form has been submitted.

Newton must either publish or make available information that indicates that a valid award took place. To comply with this obligation, Newton will send the surname and county of major prize winners and, if applicable copies of their winning entries, to anyone who emails graduates@newtoneurope.com or writes to the address set out in Clause 0 (enclosing a self-addressed envelope) within one month after the Closing Date of the competition.

If you object to any or all of your surname, county and winning entry being published or made available, please contact Newton. In such circumstances, Newton must still provide the information and winning entry to the Advertising Standards Authority on request.

# Claiming the prize

Newton will make all reasonable efforts to contact the winner. If the winner cannot be contacted or is not available, or has not claimed their prize within 21 days of selection, Newton reserves the right to offer the prize to the next eligible entrant selected from the correct entries that were received before the Closing Date.

Newton does not accept any responsibility if you are not able to take up the prize.

# **Limitation of liability**

Insofar as is permitted by law, Newton 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 Newton, its agents or that of their employees. For the avoidance of doubt, Newton shall not be liable for any loss or damage to the Prize during delivery. Your statutory rights are not affected.

## Ownership of competition entries and intellectual property rights

All competition entries and any accompanying material submitted to Newton will become the property of Newton on receipt and will not be returned.

By submitting your competition entry and any accompanying material, you agree to: assign to Newton all your intellectual property rights with full title guarantee; and waive all moral rights

in and to your competition entry and otherwise arising in connection with your 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.

You agree that Newton may, but is not required to, make your entry available on its website www.newtoneurope.com and any other media, whether now known or invented in the future, and in connection with any publicity of the competition. You agree to grant Newton a non-exclusive, worldwide, irrevocable licence, for the full period of any intellectual property rights in the competition entry and any accompanying materials, to use, display, publish, transmit, copy, edit, alter, store, re-format and sub-licence the competition entry and any accompanying materials.

# Data protection and publicity

Newton will only process your personal information as set out in Newton Privacy Policy as set out at <a href="https://www.newtoneurope.com">www.newtoneurope.com</a>. See also condition on and condition on with regard to the announcement of winners.

#### General

If there is any reason to believe that there has been a breach of these terms and conditions, Newton may, at its sole discretion, reserve the right to exclude you from participating in the competition.

Newton reserves the right to hold void, suspend, cancel, or amend the prize competition where it becomes necessary to do so.

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.