

‘UEFA Euro 2024 from the King and Queen Brighton’ Competition – June-July 2024 Terms & Conditions

T&Cs - Photo Usage

Any photos or videos submitted, which include individuals, must exclusively feature you or have been captured with the explicit consent of the individuals involved (and, in the case of minors under the age of 18, the consent of their legal guardians), and must not violate the copyrights of any third parties or contravene any applicable laws. By submitting content, you grant Brighton & Hove Pub Company Limited a global, irrevocable, perpetual license to utilize the submitted photographs and videos in any publications, websites, promotional materials, public relations efforts, or advertisements associated with future marketing campaigns.

Any complaints regarding permissions related to the use of submitted photographs/videos will result in the immediate removal of the respective content. Any contact information submitted by you will only be used for marketing purposes if you have chosen to opt in to receive marketing emails. If you choose to opt in, the details will be maintained by Brighton & Hove Pub Company Limited and used in accordance with the Privacy Policy.

T&Cs – Prize Draw

1. By entering this Promotion, you confirm that you have read and agree to be bound by these Terms and Conditions and all rules and guidelines applicable to the use of Instagram including the rules located at <https://help.instagram.com/581066165581870>.
2. Promoter: Brighton & Hove Pub Company Limited (Company No. 06020381) whose registered office is 13-17 Marlborough Place, Brighton, East Sussex, BN1 1UB.
3. Promotion Period: The prize draw opens on 17/6/2024 and closes on 14/7/2024 at 23:59PM.
4. This Promotion is open to residents of the UK only, except for employees of Brighton & Hove Pub Company, their families, friends, agencies or anyone else associated with this prize draw.
5. You must be over 18 years of age to enter the Promotion. The winner may be asked to provide proof of age and/or identity by sending a photo of valid photographic ID.
6. You do not have to buy anything to take part in this Promotion, but you do need a valid Instagram account and access to the internet.
7. To enter the Promotion, a person needs to send a photo of themselves or their friends enjoying the UEFA Euro 2024 at the King and Queen Brighton to the

@thekingandqueenbrighton Instagram account via Direct Message. Each photo classes as an entry.

8. Brighton & Hove Pub Company accept no responsibility for entries not successfully completed due to a technical fault.
9. The prize will be a voucher for a round of drinks up to the value of £20 at The King and Queen Brighton and a The King and Queen Brighton t-shirt in your chosen size. The drinks voucher is valid for 30 days and the t-shirt must be collected within 14 days.
10. The prize is non-negotiable, non-transferable and non-refundable. No cash alternative will be offered. In the event of unforeseen circumstances beyond Brighton & Hove Pub Company's reasonable control, we reserve the right to cancel, terminate, modify or suspend the competition or these terms and conditions, either in whole or in part, with or without notice.
11. If, for reasons out of our control, the Prize is no longer available, you will be offered an alternative of equal or greater value than the Prize.
12. A winner will be drawn twice a week at random among all entries received during the period of the competition.
13. The winner will be contacted via the official @thekingandqueenbrighton Instagram account only.
14. The winners' names or social media handles may be tagged or communicated on the social media profiles of The King and Queen Brighton after the winners have been selected.
15. Brighton & Hove Pub Company reserves the right to (i) cancel this Promotion, (ii) cancel or refuse any individual's entry and (iii) amend these terms and conditions.
16. Data Privacy: Your personal data will be held in accordance with all relevant data protection legislation currently in force. To view our privacy policy visit: <https://thekingandqueen.co.uk/privacypolicy/>. We will only use your personal data for the administration of this Promotion and for no other purpose unless we have your consent. We will only share your data with our Fulfilment Partners for the purposes of and in order to fulfil this Promotion.
17. Nothing in these terms excludes the Promoter's liability for death or personal injury caused by its negligence or for fraud, or any other liability that the Promoter may not exclude by law. Subject to that, the Promoter and its associated companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits) expense or damage which is suffered or sustained in connection with this promotion or

accepting or using any prize, including any loss incurred as a result of any delay and/or failure to perform any obligation to the winner or other entrants that is caused by:

- a. technical problems of any kind which may limit or prevent any person's participation in the promotion;
- b. any loss or damage arising from or in connection with the allocation or enjoyment of a prize;
- c. any act or omission of any third party, particularly any third party involved in the provision of services relevant to the prize; or
- d. any other events beyond the Promoter's control that may cause the promotion to be disrupted or corrupted or may lead to loss of, or damage to, the winner or to the prize.

18. If any of these terms and conditions are found by a court or regulator to be invalid or unenforceable the remaining other provisions shall continue to apply.

19. This promotion is in no way sponsored, endorsed or administered by or associated with Instagram or any other social media channel. By entering, entrants acknowledge that Instagram does not bear any responsibility for this promotion and, to the maximum extent permitted by law, entrants release Instagram from any liability whatsoever in connection with this promotion. All information entrants provide when they enter the promotion is provided to the Promoter and not to Instagram or any other social media channel.

20. If this Promotion cannot run properly because of fraud, tampering, technical errors, or anything else that is beyond our control which affects the running, administration, security or fairness of this Promotion, we reserve the right to disqualify any person involved.

21. If this Promotion is tampered with in some way whether by fraud, technical failures, system errors or other issues, including any such failure outside the control of Brighton & Hove Pub Company or its agencies, Brighton & Hove Pub Company and its agencies will not be responsible for the Promotion, prize or for the non-inclusion of entries. Proof of submission of entry is not proof of receipt of entry.

22. In the event of any dispute, the Promoter's decision is final, and no correspondence or discussion shall be entered into.

23. The Promoter will make winners' surnames and county of residence available on request to anyone who sends a stamped self-addressed envelope to the Promoter within 10 weeks of the end of the Promotion Period, as required by the UK Code of Non-broadcast Advertising and Direct & Promotional Marketing (the "**Code**"). The Promoter may also be asked to provide the same details to the Advertising Standards Authority ("**ASA**") who publish and enforce the Code. This

use of winners' data is necessary for the Promoter's legitimate interests in complying with the Code. **Winners who do not wish the Promoter to disclose these details to members of the public who request them, should let the Promoter know as soon as possible through direct message over Instagram to @thekingandqueenbrighton.** Winners may also object to the disclosure to the ASA by emailing the same address, giving reasons. The Promoter will take these reasons into account if the ASA asks for the winners' details. Please note, however, that the Promoter may nevertheless still be required to disclose this information to the ASA. This may happen where, for example, the Promoter is required to demonstrate that a valid award took place.

24. These Terms and Conditions are governed by English Law and shall be subject to the exclusive jurisdiction of the Courts of England and Wales.