

## JAGUAR LAND ROVER LIMITED

### RED CROSS LONDON MARATHON PRIZE DRAW – TERMS AND CONDITIONS

These Terms and Conditions apply to the Red Cross London Marathon prize draw (the "**Prize Draw**"). The Prize Draw is entered by employees of Jaguar Land Rover Limited UK aged 18 and over. Entrants must complete an Entry Form (defined below) to be in with the chance to win a paid-for place in the Virgin Money London Marathon 2020 held on Sunday 29 April 2020 running in the British Red Cross charity's 'Team Red Cross' team.

#### TERMS AND CONDITIONS

1. By entering this Prize Draw you confirm your acceptance and agree to these Terms and Conditions.
2. With permission from London Marathon Events Limited (organiser of the Virgin Money London Marathon 2020); registered office 190 Great Dover Street, London, England, SE1 4YB; company number 01528489 ("**LMEL**"), the Prize Draw is promoted and managed by Jaguar Land Rover Limited; Registered in England and Wales; No 1672070; Registered Office: Abbey Road, Whitley, Coventry, CV3 4LF, England ("**JLR**") and The British Red Cross Society a Royal Charter corporation; registered in England and Wales; company number RC000070 and a registered charity in England and Wales (charity number 220949) and in Scotland (SCO37738; registered office 44 Moorfields, London EC2Y 9AL ("**British Red Cross**") (JLR and British Red Cross 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 Prize Draw.

#### CAN I ENTER THE PRIZE DRAW?

5. The Prize Draw is free to enter (no purchase necessary).
6. This Prize Draw is open to residents of the United Kingdom who are employees (salaried and hourly) of Jaguar Land Rover Limited in the UK. Entrants must be aged 18 or over. Proof of age will be required from Prize Draw winners.
7. If you are selected as a Winner, in order to be eligible to take part in the Marathon (defined below) as part of the Prize (defined below), you will be required to declare via the Entry Form (defined below) that you understand that the Marathon event is a physically strenuous activity and will need a certain amount of training and preparation before participation on the day, and that the British Red Cross recommends that you consult your GP if you have any medical concerns regarding the event. It is the responsibility of the Winner to ensure that you are physically fit and healthy enough to take part in the Marathon.
8. Entrants must be employed directly by Jaguar Land Rover on the date of the Prize Draw and throughout the Prize Draw Period (defined below), and must not be serving a notice period to

sever their employment contract at the date of the Prize Draw or at any point throughout the Prize Draw Period. Agency workers are not permitted to enter the Prize Draw.

9. In entering the Prize Draw, you confirm that you are eligible to do so and eligible to claim any prize you 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 entrants before awarding prizes.
10. The Prize Draw is open from 09:00 hours on 25 November 2019 and closes at 12:00 hours on 6 December 2019 (the "**Closing Date**") inclusive (the "**Prize Draw Period**"). Entries submitted after the Closing Date will not be counted or eligible to win.
11. Entrants may submit up to 1 (one) valid entry. Any additional entries will not be [will not be counted or eligible to win.
12. The Prize Draw will require access to an email account, access to a computer and internet access. This will not be provided by the Promoters nor will the Promoters be responsible for providing you with an email account. The entrants do not need to have or create an account on the platforms.
13. We reserve the right to disqualify any entry which does not comply with these Terms and Conditions or if your conduct is contrary to the spirit or intention of the Prize Draw.

## **HOW TO ENTER**

14. To enter, simply fill out the Prize Draw entry form with your name, age, site location, email, contact telephone number and complete the declarations (the "**Entry Form**"). The Entry Form can be accessed via [this link](#), and will also be communicated via JLR internal communications channels, on the 'Your JLR' app and on 'TeamTalk' during the Prize Draw Period.
15. Only Entry Forms that have been completed fully and correctly will be considered as a valid entry.
16. If, for any reason, a technical interruption equipment failure, telephone failure, network, server, computer hardware or software failure or site failure or occurs and the Prize Draw is not capable of running as planned or entries are not received or validly submitted or the Prize (as defined below) is disrupted, the Promoters reserve the right to cancel, terminate, modify or suspend the Prize Draw if necessary.
17. The Promoter does not take any responsibility for incomplete entries or entries that are lost, damaged or delayed in transit (regardless of cause) and any such entries will not be considered valid.
18. The Promoter reserves the right to cancel, terminate, modify or suspend the Prize Draw if necessary.

## **THE PRIZE**

19. Two winners will be chosen from all completed Entry Forms at random on 6 December 2019 at 12:30 hours (the "**Winners**").
20. The single names of the Winners selected at random will be final.
21. The Winners will win the Prize. The prize will be a paid-for place to run in the Virgin London Marathon (the "**Marathon**") with 'Team Red Cross' (the team managed by the British Red Cross) on 26 April 2020, which includes a £2000 donation by Land Rover to the British Red Cross for your place in the Marathon and the £100 Marathon registration fee. The British Red Cross will also provide you with:
  - dedicated support, including Marathon training plans;
  - a British Red Cross running vest;
  - support during the Marathon route, including water stations, a designated British Red Cross point at the entry and finishing points for the Winners to access, supporters cheering for you at various points along the Marathon route;
  - an exclusive invitation for the Winners, their friends and family to the British Red Cross' VIP post-race party held at the Royal Horseguards Parade Hotel after the Marathon event.
  - a massage and private shower room to refresh, food and soft drinks to refuel in a five-star location in London;
  - an invitation for the Winners to an evening reception held by the British Red Cross with other Team Red Cross runners before the Marathon with expert speakers (estimated date February or March 2020, to be confirmed by the British Red Cross);
  - entry into the British Red Cross' prize draw with the chance of winning a night's stay at the Royal Horseguards Parade Hotel the night before the Marathon;(the "**Prize**"), and 2 (two) Prizes available to be won.
22. The £2000 donation for your place in the Marathon will be paid for by the Promoters as part of the Prize. Winners can also choose to manage their own Marathon fundraising activity to raise funds for the British Red Cross charity. If Winners choose to fundraise for the British Red Cross charity, the British Red Cross will provide you with a fundraising pack full of tips and advice to help you fundraising target, should you wish to undertake this. **Fundraising for the British Red Cross is optional and at the responsibility of the Winners. As you are entering the Marathon as part of 'Team Red Cross', your Marathon place will only enable you to fundraise for the British Red Cross charity. You may not transfer the funds you have raised to any other charity.**
23. The Winner will be announced in JLR internal communications and on 'Team Talk' on 9 December 2019.

24. The Winner will be contacted by JLR using the telephone number or email address provided on the Entry Form on the afternoon of 6 December 2019 and asked to confirm their name, age and postal address and that they accept the Prize. Full details of the Prize will also be provided.
25. **To be eligible to take part in the Marathon, Winners will be required to complete a Marathon registration form on the British Red Cross' registration website to be registered as part of 'Team Red Cross'. The British Red Cross will also provide the Winners with a link to online portal managed by LMEL where the Winners must register confirm their place in the Marathon and to receive their race number.**
26. The British Red Cross' Marathon training plans, as part of the Prize, will be sent to Winners via email, and Marathon vests will be sent to the Winners via the postal address provided by the Winners on the British Red Cross Registration Site. A signature will be required upon delivery.
27. Participants may only win one prize throughout the duration of the Prize Draw.
28. 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.
29. If the Promoter subsequently discovers the Winner is ineligible, has breached these Terms and Conditions and/or the Virgin London Marathon conditions of entry (as provided in clause 48), or foul play or unethical conduct is suspected under these Terms and Conditions then the Promoter reserves the right to not award the Prize [and another participant will be selected at random as the Winners.
30. If the Prize offered is unavailable, cancelled or suspended due to circumstances beyond the control of the Promoter, the Promoter will not be able to offer an alternative and will not owe any further liability to the Winners. The Winners will not be entitled to any monetary equivalent or compensation for costs or expenses incurred or suffered in connection with taking up the Prize.
31. Winners accept that the Prize could be cancelled or suspended for any reason whatsoever beyond the control of the Promoter.
32. In the event that any Winner is unable to take up the Prize for any reason they must notify Promoters immediately. In this circumstance, the Promoter reserves the right to offer the Prize to another entrant. The Promoters do not accept any responsibility if you are not able to take up the Prize.
33. You acknowledge and agree that the Promoters will not be responsible for your costs and/ or expenses (including travel expenses) of attending the Prize, including your travel to and from the Marathon and any expenses incurred on the day of the Marathon (other than what is included in clause 21 as part of the Prize.
34. In all circumstances, the Promoter's decision is final and no correspondence will be entered into.
35. JLR will be taking photographs of Winners running in the Marathon. If you have any queries about this please contact [ehart@jaguarlandrover.com](mailto:ehart@jaguarlandrover.com).

## LIABILITIES

36. Neither the Promoter or its 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 Prize Draw or as a result of an entrant'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 Prize Draw, or if the Prize Draw 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.
37. The Promoter may change these Terms and Conditions or cancel the Prize Draw at their absolute discretion and without incurring liability as a result unless the Prize has been awarded.

## USE OF PERSONAL DATA

38. By entering this Prize Draw, you understand that the Promoter (and its agents, contractors and group members on its behalf) may process, store, distribute and/or use the information (including personal data) you provide in your Prize Draw entry and in the process of entering:
  - (a) To enable them to administer your entry in the Prize Draw, including deciding whether it accords with these Terms and Conditions;
  - (b) To notify you if you are a Winner. If you are a Winner you agree that the Promoter may announce or make available on request your name and county/town 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 40; and
  - (c) To share with organisations assisting with the conduct of the Prize Draw and fulfilment of the Prize.
39. Entrants' name and contact information used for the purpose of this Prize Draw shall be retained for a period of 12 (twelve) months from the Closing Date.
40. Should any Winner object to their name and county/town of residence being announced or made available upon request by the JLR, they should contact [ehart@jaguarlandrover.com](mailto:ehart@jaguarlandrover.com). The Promoter will not announce or make available the personal information of any Winners who have objected. The Promoter may, however, need to provide such data for any lawful or regulatory purposes to a regulator.
41. JLR reserves the right to contact entrants regarding various product and service promotions or other related communications if the entrant has opted-in to receiving such communications from JLR. Your information will be retained for as long as you remain opted-in to receive these communications.
42. Should entrants wish to no longer be contacted, they can unsubscribe at any time via the email communications, or contact [ehart@jaguarlandrover.com](mailto:ehart@jaguarlandrover.com).
43. Data will be handled in accordance with (i) any data protection legislation from time to time in force in the UK including the Data Protection Act 1998 or 2018 and any successor legislation; and (ii) for so long as and to the extent that the law of the EU has legal effect in the UK, the General Data Protection Regulation ((EU) 2016/679), and any other directly applicable EU regulation relating to privacy.

44. For more information on how data is handled by JLR, please view JLR's [Employee Privacy Policy](#).

#### **CONTACT DETAILS**

45. To find out the name and country of the Winner(s) please send your request to [ehart@jaguarlandrover.com](mailto:ehart@jaguarlandrover.com).
46. If you have any other questions about the Prize Draw, please send you question by e-mail to [ehart@jaguarlandrover.com](mailto:ehart@jaguarlandrover.com) before the Prize Draw ends.
47. If you have any questions about how your contact information is being handled, please contact [DPOffice@jaguarlandrover.com](mailto:DPOffice@jaguarlandrover.com).

#### **VIRGIN LONDON MARATHON CONDITIONS OF ENTRY**

48. Winners must comply with the Virgin London Marathon's 'conditions of entry' to the Marathon, which can be accessed via [this link](#).