

## JAGUAR LAND ROVER LIMITED

### FORMULA E MERCHANDISE PRIZE DRAW – TERMS AND CONDITIONS

These Terms and Conditions apply to the Formula E merchandise prize draw (the "**Prize Draw**"). The Prize Draw is entered into by UK Jaguar Land Rover Limited employees (excluding agency workers) aged 18 and over, residing in the UK. Entrants must complete the Entry Form (defined below) on PeopleTalk or OnTrack to be entered into a prize draw for the chance to win a package of Formula E merchandise.

#### TERMS AND CONDITIONS

1. By entering this Prize Draw you confirm your acceptance and agree to these Terms and Conditions.
2. 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 (the "**Promoter**").
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 UK Jaguar Land Rover Limited employees aged 18 and over, residing in the UK. All entrants must be employed directly by Jaguar Land Rover Limited and must be employed on the date of the Prize Draw and throughout the Prize Draw Period (as defined below). Entrants must not be serving a notice period to sever their employment contract on the date of the Prize Draw or at any point throughout the Prize Draw Period (as defined below). **Agency workers and contractors are not permitted to enter the Prize Draw.**
7. 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 Promoter's 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.
8. The Prize Draw is open from 09:00 hours on 10<sup>th</sup> August 2020 and closes at 18:00 hours on 21<sup>st</sup> August 2020 (the "**Closing Date**") inclusive. Entries submitted after the Closing Date are automatically will not be counted.
9. Participants may submit up to one valid entry in the Prize Draw. Any additional entries will not be will not be counted or eligible to win.

10. The Prize Draw will require access to an email account, access to a computer and internet access. This will not be provided by the Promoter nor will the Promoter be responsible for providing you with an email account. The entrants do not need to have or create an account on the platforms.
11. 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**

12. To enter, employees working at Castle Bromwich, Solihull, Halewood, EMC and BAC sites must visit the OnTrack site, and those working at the Gaydon, Whitley and Satellite (UK) sites must visit PeopleTalk. Go to the Prize Draw page and follow the link to complete and submit the Prize Draw entry form, which requires you to provide your name, email address, contact number, CDSID number, manager’s name and the site that you work on (the “**Entry Form**”).
13. Only entries that have been answered and completed correctly will be considered as a valid entry.
14. If, for any reason, a technical interruption: equipment failure, telephone failure, network, server, computer hardware or software failure or site failure or postal failure 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 Promoter reserves the right to cancel, terminate, modify or suspend the Prize Draw if necessary.
15. The Promoter does not take any responsibility for incomplete entries or entries that are lost, mislaid, damaged or delayed in transit (regardless of cause) and any such entries will not be considered valid.
16. The Promoter reserves the right to cancel, terminate, modify or suspend the Prize Draw if necessary.

**THE PRIZE**

17. The following number of winners per JLR site will be chosen from all successful entries by a random number generator on 17<sup>th</sup> August 2020, totalling 110 winners:

JLR site	Total winners
Solihull	20
Castle Bromwich	15
Halewood	15
EMC	10
BAC	10

Whitley	15
Gaydon	15
Satellite (UK)	10

(the "**Winners**").

18. The single number of the Winners generated by the random generator number will be final.
19. The Winners will win the Prize. The prize will be a package of Formula E merchandise, which will include a cap, lanyard, folder and drawstring bag (the "**Prize**"), and 110 Prizes are available to be won.
20. The Winners will be announced in JLR's internal newsletters during the week commencing 24<sup>th</sup> August 2020.
21. The Winners will be contacted using the telephone number or email address provided with their Prize Draw entry during the week commencing 24<sup>th</sup> August 2020 and asked to confirm their name and postal address and that they accept the Prize.
22. For those Winners currently furloughed or working from home, Prizes will be sent by Royal Mail Recorded Delivery to the postal address supplied by the Winners. A signature will be required upon delivery. For those Winners currently working on site, Prizes will be delivered to those Winners on site.
23. Participants may only win one prize throughout the duration of the Prize Draw.
24. 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.
25. If the Promoter subsequently discovers the Winners is ineligible, has breached these Terms and Conditions, 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 entrant will be selected at random as the Winners.
26. 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.
27. Winners accept that the Prize could be cancelled or suspended for any reason whatsoever beyond the control of the Promoter.
28. In the event that any Winners is unable to take up the Prize for any reason they must notify Promoter immediately. In this circumstance, the Promoter reserves the right to offer the Prize to another entrant. The Promoter does not accept any responsibility if you are not able to take up the Prize.

29. In all circumstances, the Promoter's decision is final and no correspondence will be entered into.

## **LIABILITIES**

30. 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 Winners 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.
31. 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**

32. 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 34; and
  - (c) To share with organisations assisting with the conduct of the Prize Draw and fulfilment of the Prize.
33. Entrants' name and contact information used for the purpose of this Prize Draw shall be retained for a period of 3 (three) months from the Closing Date.
34. Should any Winner object to their name and country of residence being announced or made available upon request by the Promoters, they should contact [employee@jaguarlandrover.com](mailto:employee@jaguarlandrover.com). The Promoter will not announce or make available the personal information of any Winner who have objected. The Promoter may, however, need to provide such data for any lawful or regulatory purposes to a regulator.
35. 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.
36. For more information on how data is handled by JLR, please view JLR's [Privacy Policy](#).

## **CONTACT DETAILS**

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