

Win a trip to LA with hayu thanks to eir!

Competition Terms and Conditions

Last updated: 28/09/2017

DEFINITIONS:

"Competition": Win a trip to LA with hayu thanks to eir!

"Website": Eircom website at www.eir.ie

"Minimum Age": 18 years or more on 8th September 2017.

"Territory": Republic of Ireland

"Prize": A trip to Los Angeles for the Winner and one guest (who must be over 18) ("**Guest**") which must be taken on the Travel Dates, consisting of the following elements:

- return economy class flights for the Winner and Guest (travelling together), from an airport in the Republic of Ireland (at Prize Provider's discretion) to Los Angeles International Airport. The airport in the Republic of Ireland shall be arranged subject to availability and;
- Six (6) nights' accommodation for the Winner and Guest (sharing a twin or double room) in a four-star hotel in Los Angeles on a room and tax only basis ("**Hotel**");
- Two (2) one day general admission tickets to Universal Studios Hollywood;
- One(1) x €200 pre-loaded cash-card for the Winner; and
- return ground transportation only for the Winner and Guest (travelling in the same vehicle) between Los Angeles International Airport and the Hotel. No transport will be provided from and to the airport in the Republic of Ireland.

"Prize Provider": Universal Pictures Subscription Television a company registered in England and Wales with Company Number 05942255 and whose registered address is at 1 Central St Giles, St Giles High Street, London WC2H 8NU.

"Promoter": eircom Limited

"Start Date": 01:00:00 (GMT) on 08 September 2017.

"Closing Time": 23:59:59 (GMT) on 29 September 2017.

"Selection Period": From Closing Time until 23:59:59(GMT) on 4 October 2017 (inclusive).

"Notification Period": From Closing Time until 23:59:59(GMT) on 4 October 2017 (inclusive).

"Response Deadline": 23:59:59 (GMT) on 09 October 2017 (inclusive).

"Travel Dates": as selected by Prize Provider after consulting with the Winner and subject to availability.

Travel dates are available for a period of twelve (12) months from the date of the Winner's response (subject to availability) and Winner shall notify the travel dates to the Promoter and/or Prize Provider within at least six (6) weeks from the departure date.

"Prize Conditions": Subject to fulfilment of the prize conditions set out below, Promoter reserves the right to select another Winner from the pool of entries;

- (i) Once the Winner has agreed with Prize Provider the Travel Dates and those are booked by Prize Provider, they cannot be changed.

- (ii) Blackout dates: Travel Dates exclude dates between 19 December 2017 to 07 January 2018 (both included) and all Bank Holidays in the Republic of Ireland.
- (iii) Winner and Guest must have a valid Passport with a minimum of six (6) months validity beyond the return date, with at least two (2) unstamped pages, a visa (if applicable) and any further documents required for travel.
- (iv) Prize consists only of the elements set out in these Terms and Conditions, no other elements or expenses (including, without limitation insurance, unspecified meals, unspecified transportation, excursion, attractions, unspecified phone calls, gratuities, incidentals, souvenirs, fuel etc.) are included in the Prize (except as set out above) and all such expenses are the sole responsibility of the Winner and the Guest.
- (v) If Winner is unable to fulfil the Prize during the Travel Dates, the Prize will be forfeited and Winner shall not be eligible to any alternative Prize or any compensation.
- (vi) All elements of the Prize must be taken at the same time.

“Entry Limit”: No entry limit.

By entering the Competition on the Website, you acknowledge and agree that you accept and will be bound by the following terms and conditions (“**T&Cs**”) relating to the Competition and consent to being contacted by the Promoter should you be selected as the Winner of the Competition.

1. PROMOTER: The promoter of the Competition is Eircom Limited (“**Promoter**”), a branch registered in Ireland with Company Number 907674 and whose registered address is at 1 Heuston South Quarter, St. John’s Road, Dublin 8, Ireland (“**Registered Office**”). If you have any questions or concerns in relation to the Competition, you can write to the Promoter at the Registered Office marking your letter for the attention of Fenella Fay and giving the name of the Competition and details of the question or concern.

2. ELIGIBILITY: **(a) AGE** Entrants must be the Minimum Age or over. **(b) RESIDENCE** Entrants must be legally resident in the Territory. **(c) EMPLOYEES** The following entities or persons are not eligible to enter the Competition: (i) any employee or agent of either the Promoter or Prize Provider and their immediate families and household members; (ii) any employee of any entity within the same corporate group as either the Promoter or Prize Provider; (iii) any person who is, and any employee of any entity which is, involved in any way with the organisation, management, promotion and/or administration of the Competition, including without limitation any persons or entities providing the Prize. **(d) EMAIL ADDRESS** Entrants must have a valid email account to enter the Competition. **(e) INELIGIBLE ENTRIES** The Promoter reserves the right in its sole discretion at any time to (i) ask any entrant for proof that they satisfy any and all applicable eligibility requirements and to (ii) disqualify an entrant from the Competition in accordance with paragraph 8 below if, in the reasonable opinion of the Promoter, that entrant has not proved to the Promoter that they satisfy any and all eligibility requirements for the Competition.

3. DATES: The Competition starts on the Start Date and closes at the Closing Time. Any entries received

before the Competition opens and/or after the Closing Time (whether due to human error on the part of the entrant, technical issues, network congestion and/or for any other reason) will be invalid and will not be entered into the Competition. Proof of sending an entry does not constitute proof of receipt of that entry and the computer of the individual administering the Competition on behalf of the Promoter will be the official timekeeper for all matters relating to the Competition.

4. ENTRY: (a) GENERAL Entrants must follow the Competition instructions set out on the Website (“**Competition Instructions**”) to enter. Once an entry is submitted, it cannot be amended in any way. The Promoter will not accept entries which (i) do not comply with the Competition Instructions and/or these T&Cs and/or (ii) entries which, in the reasonable opinion of the Promoter, are illegible, unviewable, indecipherable, inaudible, incomplete, incomprehensible, damaged and/or otherwise defective (whether due to human error on the part of the entrant, technical issues, network congestion and/or for any other reason). By using the Website to enter the Competition, entrants agree that they are also bound by the Website terms and conditions at www.eir.ie. **(b) MULTIPLE, AUTOMATED AND MACHINE ASSISTED ENTRIES** The number of times an entrant may enter the Competition is restricted to the Entry Limit and entrants may not submit more entries than the number specified as the Entry Limit. Where the Entry Limit limits the number of entries on a “per day” basis, the day will start at 00:00:00 (GMT) and will end at 23:59:59 (GMT). Any entries made by an entrant in excess of the Entry Limit will be invalid and will not be entered into the Competition. Entrants are not permitted to enter as part of a syndicate or on behalf of any other person or entity. The authorised holder of the email account used to enter the Competition will be deemed to be the Competition entrant. The Promoter reserves the right to disqualify, in accordance with paragraph 8 below, any entries which, in the Promoter’s reasonable opinion, appear to be multiple (in violation of the Entry Limit), bulk, automated, machine assisted, third party, syndicate and/or other group entries. **(c) LOST ENTRIES** The Promoter has no liability for any entry that is not received by the Promoter (whether due to human error on the part of the entrant, technical issues, network congestion and/or for any other reason). Proof of sending an entry does not constitute proof of receipt of that entry. **(d) WEBSITE ACCESS** The Promoter does not guarantee continuous, uninterrupted or secure access to the Website and/or the Competition page on the Website and has no liability for any technical issues whatsoever encountered by entrants to the Competition.

5. SELECTION OF WINNER: Within the Selection Period, the Promoter will randomly select one Competition winner (“**Winner**”) from the pool of entrants who are eligible to be entered into the random prize draw. The pool of entrants will be made up of all entrants who satisfy the eligibility requirements and the other rules, requirements and instructions set out in these T&Cs and the Competition Instructions and have not otherwise been disqualified from the Competition pursuant to these T&Cs. The random selection of the Winner will be made by (i) a computer process that produces verifiably random results, (ii) by an independent person, (iii) under the supervision of an independent person and/or (iv) in accordance with any other requirements of the laws and regulations applicable to the Competition in the Territory. Provided that the Promoter complies with these T&Cs and (where applicable) ensures that any

independent selection process complies with these T&Cs, the selection of the Winner is final and binding and no correspondence relating to selection of the Winner will be entered into by the Promoter.

6. PRIZE: (a) GENERAL The Winner will win the Prize. The Prize is strictly non-transferable, non-exchangeable and may not be re-sold. No cash or any other alternative is available for the Prize. If the Prize becomes unavailable for any reason, the Promoter and/or Prize Provider reserve the right to substitute it with a prize that the Promoter and/or Prize Provider reasonably deem to be of at least the same value. Neither the Promoter nor the Prize Provider makes any representation or warranty in relation to the Prize and, to the fullest extent permissible by law, the Promoter and Prize Provider will each have no liability to the Winner in relation to the Prize, its fitness for purpose, merchantability or otherwise. Neither the Promoter nor the Prize Provider will have any liability in respect of the Prize if it is lost or stolen following delivery. **(b) ANCILLARY COSTS** The Prize does not include and/or cover any costs, taxes, insurance, fees, expenses, transfers, spending money, meals, drinks, phone calls, gratuities, souvenirs and any costs, visas, vaccinations and/or arrangements not expressly specified in the Prize description ("**Ancillary Costs**"). The Winner and/or travel companion(s) are solely responsible for any and all Ancillary Costs and neither the Promoter nor Prize Provider is liable to reimburse the Winner and/or travel companion(s) for any Ancillary Costs they incur and neither Promoter nor Prize Provider will have no liability for any failure by the Winner and/or any travel companion to pay any Ancillary Costs. If the Prize description specifies that travel insurance is included in the Prize, the Winner must comply with the terms and conditions of the insurance policy and neither the Promoter nor Prize Provider will be liable if the Winner and/or any travel companion does anything or omits to do anything which invalidates the travel insurance cover. **(c) COMPANIONS** If the Prize allows the Winner to be accompanied by travel companion(s), unless otherwise specified in the Prize description any travel companion(s) must be aged 18 or over and must travel at the same time as the Winner on the same itinerary. **(d) DATES AND DESTINATION** The Prize must be taken on the Travel Dates and Winner and, where relevant, their companion(s) must be able to travel on the Travel Dates and no alternative dates will be made available by the Promoter or Prize Provider. If the Winner does not take the Prize on the Travel Dates then the Prize will be forfeited. **(e) AGENCY'S T&Cs:** The Prize is also subject to, and the Winner and any companion(s) must comply with, the terms, conditions, rules, regulations and requirements of any agency, airline, hotel and other supplier connected with the Prize and neither the Promoter nor Prize Provider shall be liable if the Winner and/or their travel companion(s) fail to do so. **(f) TRAVEL ARRANGEMENTS** The Winner must follow the itinerary provided by the Prize Provider or its designated agent and no diversions from the itinerary are permitted. It is the responsibility of the Winner to ensure that they and any travel companion satisfy all entry requirements of the travel destination, all requirements of any security, customs and/or border protection agencies or requirements. Neither the Promoter nor the Promoter has any liability if the Winner and/or any travel companion(s) are refused entry because they do not hold the necessary documentation and/or do not satisfy the travel destination's entry requirements and the Winner is solely responsible for any costs associated with refused entry or exit. It is the responsibility of the Winner to check any with all relevant government travel

advisories relating to the travel destination and to determine what action (if any) to take in relation to any such advisories. Neither the Promoter nor Prize Provider has any liability if the Winner does not check whether any relevant advisories have been issued, if they choose to travel despite the advice given in any relevant advisory or if they choose not to travel on the advice given in any relevant advisory (in which case neither the Promoter nor Prize Provider will not be obliged to offer a substitute prize). The Winner and any companion(s) may be required to each hold a valid passport, visa and/or any other documentation required to enter gain entry to the travel destination and it is the responsibility of the Winner to ensure that they and any travel companion(s) satisfy requirements of any relevant immigration authorities and/or an agencies involved in the Prize including, but not limited to, the amount of time left on a passport beyond the return date, number of unstamped pages in a passport and visa restrictions on Winner and companion's ability to travel to the relevant destination. It is the Winner's responsibility to check whether any vaccinations and/or prescription medicines are recommended prior to travel to the destination country and neither the Promoter nor Prize Provider has any liability in this respect. **(g) LIABILITY** Neither the Promoter nor Prize Provider is liable for any changes to the Prize beyond the Prize Provider's reasonable control. **(h) CHEQUES, VOUCHERS AND GIFTCARDS** If the Prize is, or includes, a cheque, voucher, store credit, cash card and/or giftcard, these will be issued in the name of the Winner only and cannot be issued to any third party. The Promoter and Prize Provider each have no liability in respect of such a Prize if a third party refuses to accept a cheque, voucher, storecredit and/or giftcard because it has been tampered with, defaced, duplicated, damaged in any way and/or because it is no longer valid. The terms and conditions of any third party that issued and/or administers the cheque, voucher, store credit, cash card and/or giftcard will apply and neither the Promoter nor Prize Provider will have any liability in respect of such a Prize if a third party's terms and conditions result in the Winner being unable to use any element of the Prize or restrict the Winner's use of the Prize in any way.

7. PRIZE CONFIRMATION AND ACCEPTANCE: **(a) CONFIRMATION** Within the Notification Period, the Promoter will notify the Winner that they have won the Prize by a phone call and/or by sending an email ("**Prize Notification**") to the phone number and email address ("**Contact Addresses**") provided by the Winner at the time of entering the Competition or at the time of registration on the Website (as applicable). **(b) ACCEPTANCE** The Promoter must receive a response ("**Response**") from the Winner to the Prize Notification by no later than the Response Deadline. The Response must be sent to the Promoter in accordance with the instructions contained in the Prize Notification and must include any information requested by the Promoter in the Prize Notification (including without limitation any information requested by the Promoter to prove that the Winner satisfies the Competition eligibility requirements) and the Prize will not be released to the Winner unless and until all such information has been received by the Promoter. If, prior to the Response Deadline, (i) the Promoter does not receive a Response, (ii) the Response received by the Promoter does not include all information requested by the Promoter in the Prize Notification and/or (iii) the Promoter is unable to contact the Winner at any of the Contact Addresses, the Promoter reserves the right to deem the Prize forfeited and may, in its sole discretion, select another winner. Proof of sending a Response does not constitute proof of receipt of

the Response. Subject to Promoter receiving a Response and all information requested by the Promoter prior to the Response Deadline, the Prize will be delivered to the Winner by the Prize Provider on or before the Travel Dates.

8. DISQUALIFICATION: The Promoter is entitled in its sole discretion at any time to disqualify any entrant and/or any individual entry from the Competition without any liability on the Promoter's part if (i) that entrant and/or entry fails to comply with these T&Cs and/or the Competition requirements in any way and/or (ii) the Promoter has reasonable grounds to believe that that entrant has acted fraudulently, dishonestly, inappropriately and/or improperly in connection with the Competition. Without limitation, if the Promoter has reasonable grounds to believe that any entry has been generated by a script, software, macro or other automated means then the Promoter will be entitled to disqualify that entry and the relevant entrant in accordance with this paragraph. If a disqualified entrant is the Winner, both the Promoter and Prize Provider have the right to deem the Prize forfeited and, if the Prize has already been delivered to the Winner, the Promoter and/or Prize Provider shall be entitled to recover the Prize from the Winner at the Winner's cost.

9. BEHAVIOUR: The Winner and/or any travel companion(s) will not engage in inappropriate, illegal, dangerous or immoral behaviour, use excessive alcohol, use excessive artificial stimulants, use any illegal drugs or act in any way that may bring the Promoter or Prize Provider into disrepute ("**Inappropriate Behaviour**"). If the Winner and/or any travel companion(s) engage in any Inappropriate Behaviour the Promoter and Prize Provider each reserve the right to deem the Prize (or any Prize element remaining unused at the time of the Inappropriate Behaviour) forfeited and neither the Promoter nor Prize Provider shall be liable in any way for the consequences of the Inappropriate Behaviour including without limitation any costs and/or expenses incurred by the Winner and/or any travel companion(s) as a result of the Inappropriate Behavior and/or the forfeiting of the Prize in whole or in part.

10. PUBLICITY: The Winner may be required by the Promoter and/or Prize Provider to participate in publicity in connection with the Competition, their Prize, The Prize Provider and/or the Promoter and by entering the Competition all entrants agree that if they win the Competition they will participate in and cooperate with the Promoter and/or Prize Provider in connection with any publicity activity reasonably requested by the Promoter and/or Prize Provider. Entrants acknowledge and agree that copyright in any publicity materials in which they and/or their details appear is the respective property of the Promoter and/or Prize Provider and that the Promoter and/or Prize Provider will be entitled to exploit such publicity materials in any and all media throughout the world in any manner it deems fit.

11. WINNER'S DATA: The Promoter reserves the right to publish in all media and to disclose to third parties (including the Prize Provider) the Winner's first name, surname and area of residence ("**Winner's Data**"). The Winner's Data can be obtained by sending a written request to the Registered Office marked for the attention of the Data Protection Unit stating the name of the Competition and enclosing a stamped self-addressed envelope.

12. PERSONAL DATA: All personal information about Competition entrants collected in connection with entering the Competition will only be used in accordance with the Promoter's privacy policy on the Website located at <https://www.eir.ie/about/privacy/> and <https://www.eir.ie/privacystatement/> and with Prize Provider's privacy policy on the Website located at <https://www.nbcuniversal.com/privacy> and for the following purposes: (i) to administer the Competition as set out in these T&Cs, (ii) to select the Winner, (iii) to arrange delivery of the Prize via the Prize Provider and (iv) for the purposes set out in paragraphs 10 and 11 above. All Personal Data collected in connection with this Competition will be deleted by Promoter following the expiry of the Competition.

13. CANCELLATION AND AMENDMENT: The Promoter reserves the right to cancel, postpone and/or amend the Competition and/or these T&Cs at any time without prior notice if any unforeseen circumstances or circumstances beyond the Promoter's reasonable control make it reasonably necessary or prudent to do so.

14. SEVERABILITY: If any part of these T&Cs is determined to be illegal, void and/or unenforceable by a court of competent jurisdiction, then such part shall be severed and deleted, to the extent of such illegality, invalidity or unenforceability, and the remaining parts of these T&Cs shall remain in full force and shall continue to be binding and enforceable to the maximum extent permitted by law.

15. RIGHTS OF THIRD PARTIES: These T&Cs do not create any right or benefit enforceable by any person not a party to them (within the meaning of the Contracts (Rights of Third Parties) Act 1999). For the avoidance of doubt, the Parties to these T&Cs are the applicable entrant, the Promoter and the Prize Provider.

16. JURISDICTION: These T&Cs shall be governed by and construed in accordance with the laws of Ireland and the Promoter and all entrants to the Competition submit to the exclusive jurisdiction of the courts of Ireland.