# **COMPETITION TERMS AND CONDITIONS (TERMS)**

#### 1. FFS AND THE COMPETITION

- 1.1 We are Fivefourstudios Limited, a private limited company incorporated in England and Wales with company number 09293739 and registered office at 54 Oldfield Road, Salford, Lancashire, England, M5 4LZ (**FFS**).
- 1.2 FFS is licensed to host Civil Marriage Ceremonies by Salford City Council at its registered office address (the **Venue**).
- 1.3 FFS is running a competition (the **Competition**), which is open to individuals (**Entrants**) that are planning their weddings, for one Entrant to win a number of non-monetary prizes related to that wedding (the **Prize**).
- 1.4 For help with the Competition or these Terms, please contact <u>info@fivefourstudios.com</u>.

#### 2. THESE TERMS

- 2.1 These Terms govern the operation of the Competition and, in particular:
  - (a) eligibility requirements and how entries may be submitted;
  - (b) Entrant obligations;
  - (c) FFS's obligations; and
  - (d) how the Competition will operate.
- 2.2 These Terms set out the legal agreement between FFS and Entrants relating to their entry into the Competition. By entering the Competition, Entrants agree to be bound by these Terms.
- 2.3 Some parts of these Terms refer to clauses that are contained in FFS's Standard Terms and Conditions, which are available <u>here</u>.
- 2.4 Special attention is drawn to the following clauses of these Terms:
  - (a) clause 4.3, which sets out how to enter the Competition;
  - (b) clause 8.1, which requires Winners (as defined below) to pay a deposit of £1,000 to FFS on winning the Competition; and
  - (c) clause 9, which sets out how FFS's Standard Terms and Conditions applies to the Winner's use of the Venue; and
  - (d) clause 10, which sets out FFS's liability to Entrants in connection with these Terms.

#### 3. ELIGIBILITY

- 3.1 The Competition is open to residents in the UK that are aged 18 years or over.
- 3.2 FFS will not accept Competition entries that are:
  - (a) automatically generated by computer or created by artificial intelligence (including but not limited to chatbots such as ChatGPT or similar software applications);
  - (b) completed by third parties or in bulk;
  - (c) illegible, have been altered, reconstructed, forged or tampered with; or
  - (d) incomplete (for example, where an Entrant fails to comply with some of the Entry Criteria set out in clause 4).

- 3.3 There is a limit of one entry to the Competition per person, whether this is individually or as part of a couple. Where Entrants have entered the Competition individually. FFS may require Entrants to confirm the identity of the other person to their couple.
- 3.4 Where two Entrants have entered the Competition as a couple, if either person to that couple is selected as the Winner, the Prizes shall be for use by the couple together.
- 3.5 Entrants by individuals or couples that have a confirmed, provisional or cancelled booking with FFS prior to the winner of the Competition being chosen are not permitted, and any such entries shall be disqualified.
- 3.6 FFS may require Entrants to provide proof that they are eligible to enter the Competition and may disqualify Entrants that fail to comply with this clause 3.
- 3.7 FFS shall be entitled to disqualify Entrants if their conduct is, in the reasonable opinion of FFS or the other Prize Sponsors (as defined below), contrary to the spirit or intention of the Competition.

## 4. HOW TO ENTER

- 4.1 The Competition will run from 00:01 on 28.04.24 to 23:59 on 18.05.24 (the **Closing Date**) inclusive.
- 4.2 All Competition entries must be received by FFS by no later than the Closing Date. All entries received after the Closing Date are automatically disqualified.

# 4.3 To enter the Competition, <u>all of the following steps must have been completed by Entrants</u> <u>by the Closing Date</u>:

- (a) 'Like' FFS's Instagram post announcing the Competition, available at instagram.com/fivefourstudios (the **Instagram Announcement**);
- (b) 'Share' the Instagram Announcement to your own Instagram story;.
- (c) Follow the Instagram accounts set out below:

@floveevent s	https://www.instagra m.com/floveev ents/
@dan.mccou rt	https://www.instagra m.com/dan.mc court/
@flower_lou nge	https://www.instagra m.com/flower_ lounge/
@hardyscate ring	https://www.instagra m.com/hardys catering/

@newimagel ight	https://www.instagra m.com/newim agelight/
@lovelightst w	https://www.instagra m.com/lovelig htstw/
@jellypressu k	https://www.instagra m.com/jellypre ssuk/
@pinkcocoa _sarah	https://www.instagra m.com/pinkco coa_sarah/
@chairmanhi reuk	https://www.instagra m.com/chairm anhireuk/
@wedding.ja m	https://www.instagra m.com/weddin g.jam

- (d) Enter the Competition online by creating an online entry form on FFS's website, which can be found at <u>www.fivefourstudios.com/win-your-wedding</u>.
- 4.4 FFS may require Entrants to furnish proof (via screenshot evidence or otherwise) that they have complied with the entry criteria set out in clause 3.3.

## 4.5 FFS will not accept:

- (a) 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
- (b) proof of posting or transmission as proof of receipt of entry to the Competition.

## 5. THE PRIZE

- 5.1 The Prizes in connection with the Competition are as follows:
  - directly on behalf of FFS, exclusive, free-of-charge access to and use of the Venue from 09:00am to 12:00am (midnight) on one of the following dates (to be elected by the winning Entrant):

- (i) 05/04/25
- (ii) 26/04/25
- (iii) 20/09/25 ; or
- (iv) 11/10/25.
- (b) indirectly on behalf of the following third parties (**Prize Sponsors**):

(1)		
(i)	@floveevents	£1,000.00 discount on the cost of wedding coordination & styling;
(ii)	@dan.mccourt	50% discount on the cost of a full-day wedding photography package;
(iii)	@flower_lounge	£1,000.00 discount on the cost of wedding floristry;
(iv)	@hardyscatering	Free canapés (to be selected from a list to be supplied by the Prize Sponsor) when a wedding breakfast of at least two courses is purchased;
(v)	@newimagelight	£500.00 discount on the cost of audio and visual equipment hire for use on the day;
(vi)	@lovelightstw	£500.00 discount on the cost of lighting hire;
(vii)	@jellypressuk	£250 discount on the cost of wedding stationary;
(viii)	@pinkcocoa_sarah	£500.00 discount on the cost of the wedding cake;
(ix)	@chairmanhireuk	£150.00 discount on the cost of furniture hire; and
	@wedding.jam	50% off DJ and equipment hire

- 5.2 Any other costs incurred in addition to those set out above and that are incidental to the fulfilment of the Prizes are the responsibility of the Winner (as defined below) of the Competition. Entrants accept and acknowledge that the Prizes are not intended to represent a "complete package" in connection with their wedding, and that further fees or charges will apply to any additional services that they require (whether from FFS or the Prize Sponsors).
- 5.3 The Prizes offered by the Prize Sponsors are subject to availability. FFS reserves the right to replace the elements of the Prizes to be supplied by the Prize Sponsors with an alternative prize of equal or higher value if circumstances beyond FFS's control make it necessary for it to do so (for example, the insolvency or bankruptcy of the Prize Sponsor or unavailability of the Prize).
- 5.4 The Prizes are not negotiable or transferable and there is no cash alternative for the Prizes.

## 6. VENUE RESTRICTIONS

- 6.1 The Venue shall be available for use in strict accordance with the following guest requirements:
  - (a) during the daytime, the Venue will be available for a minimum of 50 and a maximum of 120 guests for dining; and
  - (b) during the evening (from 7:00pm to 12:00am midnight) the Venue will be available for a maximum total of 180 guests, inclusive of those guests that were also present during the daytime in accordance with clause 6.1(a) above.
- 6.2 In addition to exclusive use of the Venue, as part of the Prizes FFS will also provide:
  - (a) a venue manager to be present throughout the day;
  - (b) bar staff adequate for the number of guests as notified to FFS in accordance with the provisions of the Standard Terms and Conditions (particularly clause 18); and
  - (c) security from 7:00pm until 12:00am (midnight).

#### 7. WINNER SELECTION

- 7.1 The winner of the Competition (the **Winner**) will be decided by random selection to be made by FFS. The decision of FFS is final and no correspondence or discussion will be entered into with unsuccessful Entrants.
- 7.2 The Winner will be randomly selected within 7 days of the Closing Date. The date on which FFS contacts the Winner shall be the **Announcement Date**.
- 7.3 The Winner will be contacted by email by FFS at the email address provided in the online form completed in accordance with clause 3.3(d) of these Terms.
- 7.4 FFS must either publish or make available information that indicates that a valid award took place. To comply with this obligation, FFS will send the surname and county of the Winner to anyone who emails info@fivefourstudios.com or writes to the address set out in clause 1 (enclosing a self-addressed envelope) within one month after the Closing Date of the Competition.
- 7.5 If an Entrant object to any or all of their surname, county and winning entry being published or made available by FFS, they are required to contact FFS at <u>info@fivefourstudios.com</u>. In such circumstances, FFS must still provide the information and winning entry to the Advertising Standards Authority on request.

## 8. CLAIMING THE PRIZE

- 8.1 As part of the procedure for claiming the Prize, the Winner must pay a refundable deposit of £1000.00 (the **Deposit**) to FFS, to ensure that the chosen date for the use of the Venue is secured. The Deposit will be refunded by FFS within 30 days of the wedding taking place in accordance with FFS's Damage and Cancellations Policy, available <u>here</u>. FFS reserves the right to make a deduction from the Deposit where there is a breach of its Damage and Cancellations Policy.
- 8.2 The Winner will have 20 days from the Announcement Date to claim the Prize by paying the Deposit in accordance with clause 8.1. If the Winner does not claim the Prize during this period, their claim to the Prize will become invalid.
- 8.3 The Prize may not be claimed by a third party on behalf of the Winner.

- 8.4 FFS will make all reasonable efforts to contact the Winner. If the Winner:
  - (a) cannot be contacted;
  - (b) is not available; or
  - (c) has not claimed their Prize or otherwise paid the Deposit within 20 of days of the Announcement Date,

FFS reserves the right to randomly select another winner (without any liability towards the previous Winner) from the entries that were received before the Closing Date.

8.5 If the Winner fails to claim their Prize (or pay the Deposit), they will be released from these Terms and will therefore lose their entitlement to claim the Prize.

#### 9. APPLICABILITY OF STANDARD TERMS AND CONDITIONS

- 9.1 By claiming the Prizes, the Winner agree that their use of the Venue, and the use of the Venue by their guests, that shall be strictly in accordance with the provisions of the Standard Terms and Conditions. In particular, the Winner agrees to comply with the following clauses of the Standard Terms and Conditions:
  - (a) 10 to 25 (Deposit, Charges and Payment);
  - (b) 26 to 30 (Cancellations and Postponement);
  - (c) 31 to 33 (Special Requirements)
  - (d) 34 to 39 (**The Event**);
  - (e) 40 to 43 (Client's Responsibilities);
  - (f) 44 to 49 (Health and Safety);
  - (g) 50 to 55 (**Termination**); and
  - (h) 58 to 66 (Insurance, Damages and Liability),

which shall apply save to the extent that they are modified by these Terms. FFS may require the Winner (and their partner) to complete a booking form in connection with their wedding which incorporates the Standard Terms and Conditions and in respect of which the Winner and their partner shall be jointly and severally liable (see clause 2 of the Standard Terms and Conditions).

- 9.2 A failure by the Winner to agree to comply with the Standard Terms and Conditions will render their claim to the Prize as invalid.
- 9.3 Prize Sponsors may also have terms and conditions which apply to their respective offerings, which shall be brought to the attention of the Winner by the applicable Prize Sponsor(s).

#### 10. LIMITATION OF LIABILITY

- 10.1 Insofar as is permitted by law, FFS 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 FFS. For the avoidance of doubt, this includes any loss, damage, personal injury or death that arises in connection with the Winner's separate contractual relationship with the Prize Sponsors.
- 10.2 FFS makes no warranty and provides no assurance to the Winner that any element of the Prize that is provided by the Prize Sponsors will be of a satisfactory quality, performed with reasonable skill and care or fit for any particular purpose.

- 10.3 FFS's liability to the Winner in connection with the element of the Prize that is directly supplied by FFS is set out in clause 58 to 66 (Insurance, Damages and Liability) of the Standard Terms and Conditions.
- 10.4 The Winner's statutory rights are not affected by this clause 10.

## 11. DATA PROTECTION AND PUBLICITY

- 11.1 By entering into the Competition, Entrants' personal data will be used by FFS in accordance with these Terms and our Privacy Policy. In addition, the Winner's personal data will be used by FFS in accordance with these Terms (in particular clauses 7.4 and 7.5) and our Privacy Policy.
- 11.2 By entering into the Competition, Entrants consent to their personal data being shared with the Prize Sponsors for the purposes of entering the Competition and the marketing of their products and services.
- 11.3 The processing of Entrants' personal data by Prize Sponsors will be done in accordance with the Prize Sponsors' own privacy policies. FFS will not be in any circumstances be responsible or liable to any Entrant for any costs, claims, damages or expenses incurred by the Entrant due to any failure by the Prize Sponsors or their employees, subcontractors or agents to comply with any of their obligations under the UK General Data Protection Regulation, the Data Protection Act 2018 or the Privacy and Electronic Communications Regulations 2003.

## 12. GENERAL

- 12.1 If there is any reason to believe that there has been a breach of these Terms, FFS may, at its sole discretion, reserve the right to exclude Entrants from participating in the Competition.
- 12.2 FFS reserves the right to hold void, suspend, cancel, or amend the Competition or Prizes where it becomes necessary to do so.
- 12.3 These Terms are governed by the law of England and Wales. Both FFS and all Entrants agree that the courts of England and Wales have exclusive jurisdiction to hear any disputes (contractual or otherwise) arising out of or in connection with these Terms.