

## THE DURRELL CHALLENGE 2019 – TERMS AND CONDITIONS

### 1. BACKGROUND INFORMATION

- 1.1 These terms and conditions relate to The Durrell Challenge 2019 Raffle (the "**Raffle**"). By entering the Raffle, you agree to be bound by these Terms and Conditions. Any entries to the Raffle not complying with these Terms and Conditions will not be valid.
- 1.2 Promoter: Alex Shears - Durrell Wildlife Conservation Trust.
- 1.3 All profits raised from the Raffle will go towards the work of Durrell Wildlife Conservation Trust.
- 1.4 The Promoter is registered with the Jersey Gambling Commission; Durrell Wildlife Conservation Trust is a member of the Jersey Association of Jersey Charities with membership number 69.

### 2. TERMS AND CONDITIONS

- 2.1 The cost of each entry into the Raffle is £10 per ticket.
- 2.2 There will be 1000 tickets available for purchase
- 2.3 The purchase of one raffle ticket entitles the player to one chance in the relevant Raffle draw.
- 2.4 The Raffle draw will take place at Jersey Zoo on 11 May 2019.
- 2.5 There will be 4 prizes, the first drawn ticket will win a Durrell animal adoption, the second drawn ticket will win afternoon tea with prosecco for two at Café firefly plus entry to Jersey Zoo , the third drawn ticket will win Meerkat & Otter Experience for four people at Jersey Zoo , the fourth drawn ticket will win Four tickets to the VIP area at The Durrell Challenge on Sunday 12<sup>th</sup> May 2019. Subject to clause 2.6, the Prizes are non-transferable, non-negotiable, non-refundable and no cash alternative will be available
- 2.6 Neither the Promoter nor Henry Cavill (or any of his servants, agents, heirs, successors or personal representatives) will be liable for any cost related to accessing the prize. If flights and / or accommodation are required for the winner of the VIP tickets this will remain the responsibility of the winner. Any fees, expenses and charges in respect of the Prize will be the responsibility of the winner from the time the Prize is drawn.
- 2.7 The Promoter reserves the right in exceptional and unforeseen circumstances to substitute the Prize for a similar prize at the absolute discretion of the Promoter.
- 2.8 Only tickets for which full payment has been received will be eligible to win the Prize.
- 2.9 All entries into the Raffle are final and no refunds will be made at any time. All entrants acknowledge that their payment to enter the Raffle does not guarantee that they will win a prize.
- 2.10 No tickets can be bought by or on behalf of a person under the age of 18. If a ticket is sold to, or bought on behalf of a person under the age of 18 they will be exempt from the Raffle and will not be awarded any prize. The Promoter reserves the right to require proof of age and identity.
- 2.11 The Raffle is not open to employees of the Promoter, the Promoter's subsidiary or group companies or any company involved with running the Raffle nor is the Raffle open to Henry Cavill or any member of his family.

- 2.12 The Promoter reserves the right to modify, cancel, terminate or suspend the Raffle in whole or in part in the Promoter's sole discretion.
- 2.13 The winner will be notified by in person at the event or via post, email or telephone as soon as possible after the draw date. Please keep the ticket number as proof of purchase.
- 2.14 Where the Promoter is unable to contact the winner so that the Prize remains unclaimed for three months following the Promoter's first attempt to notify the winner, the Promoter may apply the Prize as it sees fit, including by re-offering the Prize in future raffles.
- 2.15 The name of the winner will be available at [www.durrell.org](http://www.durrell.org) or can be obtained in writing by writing Alex Shears c/o The Durrell Challenge 2019 , Durrell Wildlife Conservation Trust, Les Augrès Manor, La Profonde Rue, Trinity, Jersey, Channel Islands, JE3 5BP.
- 2.16 By entering the Raffle or accepting the Prize, the winner agrees to take part in promotional activity with the Promoter and Henry Cavill and both the Promoter and Henry Cavill reserve the right to use the name and address of the winner, their photograph and audio and/or visual recordings of them (including but not limited to promotional materials on the Promoter and Henry Cavill's website and on other promotional materials relating to the Raffle and related activities).
- 2.17 The Promoter is committed to protecting the entrant's privacy. Data that is collected from the entrant is used lawfully in accordance with the Data Protection (Jersey) Law 2005 and is used solely for the purpose of processing and conducting the Raffle and informing winners that they have won a prize.
- 2.18 The Promoter reserves the right to reject your entry and/or award any prize to an alternative winner if the Promoter has grounds to believe that you have breached any of these Terms and Conditions, acted fraudulently or illegally, or on other reasonable grounds and the Promoter shall have no liability to you for any loss or damage arising from the Promoter exercising such rights. The Promoter shall return any amounts already paid by any entrant found to be under 16, but is not liable to return any amounts already paid by any other entrant, and any such refund the Promoter makes will be solely in the Promoter's discretion.

### 3. **LIABILITY**

- 3.1 Subject to paragraph 3.3, neither the Promoter nor Henry Cavill (or any of his servants, agents, heirs, successors or personal representatives) shall be liable for:
  - 3.1.1 Raffle tickets, communications or prizes which are lost, stolen or delayed in the post, damaged or illegible, from which the prize winner or entrant cannot be identified;
  - 3.1.2 failure or inability to contact you and/or award any prize due to any errors, omissions or inaccuracies in the contact or bank details you have provided or your failure to update these if they change;
  - 3.1.3 loss or damage incurred by you in connection with your participation in the Raffle or your use of the Prize (including any injury or damage incurred whilst using the Prize); or
  - 3.1.4 any failure or delay beyond the Promoter or Henry Cavill's control.
- 3.2 Subject to clause 3.3, the Promoter and Henry Cavill expressly disclaim any responsibility and each entrant hereby agrees to release and to hold the Promoter and Henry Cavill (and their respective servants, agents, heirs, successors or personal representatives) harmless from any and all losses,

damages, rights, claims and actions of any kind in connection with any prize or resulting from the delivery, acceptance and/or subsequent use or misuse of any prize.

3.3 Nothing in these terms and conditions shall limit liability for death or personal injury caused by its negligence, fraud or for any other matter for which liability may not be limited by law.

4. **MISCELLANEOUS**

4.1 The Promoter may amend these terms and conditions at any time, but will notify you of material changes before these come into effect.

4.2 In the event of an error, howsoever caused, whether a printing error or otherwise and whether obvious or otherwise, which affects the Raffle in any way, the organisers reserve the right to fairly administer the Raffle as though the error had not occurred. Where the organisers deem it appropriate and/or feasible the Promoter will notify entrants of the error.

4.3 These terms and conditions are governed by the law of the Island of Jersey law and entrants submit to the exclusive jurisdiction of the courts of the Island of Jersey.

4.4 The Promoter's decision in all matters relating to the Raffle is final. The Promoter operates a complaints and disputes procedure which can be accessed by completing the form at <http://www.durrell.org/contact-us/>.

4.5 If you have any queries about the Raffle please contact Alex Shears, Durrell Wildlife Conservation Trust, Les Augrès Manor, La Profonde Rue, Trinity, Jersey, Channel Islands, JE3 5BP.