

VAILLANT GROUP UK LIMITED

GLOW-WORM STILL GLOWING STRONG TWITTER COMPETITION

TERMS & CONDITIONS

1. THE COMPETITION

1.1 Subject to clauses 1.2 and 1.3 below, Vaillant Group UK Limited (**Vaillant**) trading as Glow-worm (**Glow-worm**) provides this Still Glowing Strong Twitter competition (**Competition**), which is open to all Twitter users, resident in the United Kingdom responding, during the period set out in clause 1.3 below, to Glow-worm's promotional posts on Twitter, as set out in clause 1.4 below.

1.2 The Competition is not open to those who are, at any time during the period indicated in clause 1.3 below employees of:

- (a) Vaillant Group UK Limited (**Vaillant**); or
- (b) Glow-worm; or
- (c) any of Vaillant's group of companies; or
- (d) McCann PR, Communications House, Highlands Rd, Shirley B90 4WE (**McCann**); or
- (e) any marketing services agency, handling house or other company involved directly with the administration of the Competition; or

any member of any of their households.

1.3 The Competition begins at 00.01am on 31st May 2016 and ends at 11.59pm on 15th June 2016 (**Period**), unless extended by Glow-worm at any time.

1.4 To enter the Competition, entrants must, during and after the Period:

- (a) be aged 18 or over; and
- (b) resident in the United Kingdom; and
- (c) follow the entry instructions on the relevant Glow-worm Twitter pages and retweet Glow-worm's promotional post for the Competition on Twitter, as instructed;

(**Entry**, and the terms **Entries**, **Entrant** and **Entrants** shall be interpreted accordingly).

1.5 No purchase is necessary to enter or win the Competition and the Competition is an online competition only.

1.6 Any Entry made or received by Glow-worm outside the Period will be deemed invalid for the Competition.

1.7 Any early, late, illegible, incomplete, defaced or corrupt Entry will not be accepted. An Entry made using a different method or technique from the method set out in

clause 1.4 above will not be accepted. No responsibility can be accepted where any Entry is invalid, and/or deemed by Glow-worm to be invalid, for any reason.

- 1.8 Glow-worm will be entitled to collect, store and use any and/or all of the Entrant's details provided, in accordance with these terms and conditions (**Conditions**) and Glow-worm's privacy policy, as provided from time to time by Glow-worm through its website at www.glow-wormclubenergy.co.uk and/or www.glow-worm.co.uk (**Website**).
- 1.9 By making an Entry in accordance with this section 1, Entrants agree to be bound by these Conditions.
- 1.10 Glow-worm reserves the right to change the qualification conditions for the Competition.
- 1.11 Glow-worm regrets that it is unable to accept or send any other correspondence concerning the Competition other than as set out in these Conditions.

2. THE PRIZE AND WINNING ENTRY

- 2.1 There are fifty (50) prizes, each of which will consist of the following:
 - (a) two (2) Glow-worm branded mugs;
 - (b) two (2) Glow-worm branded coasters;
 - (c) two (2) Glow-worm branded pens; and
 - (d) two (2) Glow-worm branded beer sets containing two (2) bottles of beer;

(**Prize**, and the term **Prizes** shall be interpreted accordingly). Although an Entrant may qualify as an Entrant many times in accordance with clause 1.4 above, each winning Entrant shall be entitled to one Prize only, and the choice of Prize shall be at Glow-worm's sole discretion.
- 2.2 Glow-worm may in its absolute discretion substitute cash value for any and/or all of the Prizes or offer an alternative prize of equal or greater value for the Competition.
- 2.3 The Prize is subject to availability, is non-transferable and, subject to clause 2.2 above, there are no cash alternatives.
- 2.4 The winning Entrant of each Prize shall be chosen at random by Glow-worm.
- 2.5 The winning Entrants shall be notified by Glow-worm within two (2) weeks of the end of the Period. Glow-worm shall notify winning Entrants by sending a Twitter message, as applicable, and, subject to clause 2.6 below, each Prize will be posted to each winning Entrant by recorded delivery.
- 2.6 If a winning Entrant:
 - (a) fails, within two (2) days, to respond to the message sent in accordance with clause 2.5 above by Glow-worm; or

- (b) fails, in their response sent in accordance with clause 2.6(a) above, to provide a valid United Kingdom address for delivery of the Prize; or
- (c) in any other way contravenes these Conditions;

then the winning Entrant's Prize will be forfeit and Glow-worm will be entitled to select another winning Entrant. Any winning Entrant who forfeits their Prize will be informed by Glow-worm via Twitter message, as appropriate, and will not receive any payment or compensation of any kind.

- 2.7 The name and county of residence of the winning Entrants will be made available to those individuals who send a request enclosing a stamped addressed envelope marked for the attention of Glow-worm Marketing to Glow-worm Still Glowing Strong Competition, Vaillant Group UK Limited, Nottingham Road, Belper, Derbyshire DE56 1JT, and this information may at Glow-worm's discretion be published on the Website.
- 2.8 The decisions of Glow-worm in respect of any and all aspects of the Competition will be final and binding.

3. PRIVACY AND COPYRIGHT

- 3.1 Glow-worm reserves the right to keep Entrants informed of Glow-worm's products and services by email, post, telephone, SMS and/or other rich media messaging system.
- 3.2 Please write to Glow-worm at the address provided in clause 7.1 below, if you do not want to receive any information in accordance with clause 3.1 above, or alternatively email Glow-worm at enquiries@glow-wormclubenergy.co.uk.
- 3.3 The Entrant expressly authorises Glow-worm to provide any of the details provided by them via Twitter to third parties, to the extent that this may be necessary to comply with these Conditions, and/or any applicable law.
- 3.4 The Entrant acknowledges that Glow-worm and/or other members of its group of companies are the owner of any and/or all Intellectual Property Rights relating to the names, logos, trade marks, products, services, get-up, van livery, trade dress, labels, stickers, promotional leaflets, flyers and posters used in the Competition from time to time (**Marketing Materials**). For the avoidance of doubt, in these Conditions, Intellectual Property Rights means any and/or all patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- 3.5 The Entrant acknowledges that any Marketing Materials provided to the Entrant by Glow-worm, any member of Vaillant's group of companies and/or any of its marketing

services agencies, handling houses or other companies involved directly with the administration of the Competition may contain Intellectual Property Rights. The Entrant's licence, if any, to use any such Marketing Materials and/or any of the Intellectual Property Rights, is solely for the Entrant's benefit and the Entrant is prohibited from sub-licensing, assigning, transferring and/or dealing with any such Intellectual Property Rights and/or Marketing Materials in any way.

- 3.6 The Intellectual Property Rights in the Glow-worm name and logo are owned by Vaillant GmbH, a company registered in Germany whose registered office is Berghauser Str. 40, Remscheid, Germany, 42859.

4. LIABILITY

- 4.1 To the extent possible under the applicable law:

- (a) nothing in these Conditions shall exclude the liability of Glow-worm for death, personal injury, fraud or fraudulent misrepresentation as a result of its negligence; and
- (b) Glow-worm accepts no responsibility for any damage, loss, liabilities, injury or disappointment incurred or suffered by:
 - (i) an Entrant entering the Competition (whether or not they are successful); or
 - (ii) a winning Entrant providing incorrect details in response to the notification by Glow-worm in accordance with clause 2.5 above; or
 - (iii) the winning Entrant accepting the Prize.

- 4.2 Subject to clause 4.1 above:

- (a) Glow-worm shall under no circumstances whatever be liable to the Entrant in respect of the Prize or this Competition, whether in contract, tort (including negligence, breach of statutory duty, or otherwise) for any loss of profit, or any indirect or consequential loss arising under or in connection with the Competition; and
- (b) Glow-worm's total liability to the Entrant in respect of all other losses arising under or in connection with any claim made under the Competition, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the value of the Prize, such value to be £50 maximum.

- 4.3 The Entrant shall keep Glow-worm indemnified against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered and/or incurred by Glow-worm as a result of or in connection with any claim made against Glow-worm by:

- (a) a third party arising out of or in connection with the Competition, to the extent that such claim arises out of or is contributed to by the breach by the Entrant and/or its employees, agents or subcontractors of these Conditions; or
 - (b) any employee, agent or subcontractor of the Entrant in respect of the Prize and/or Competition.
- 4.4 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from these Conditions.
- 4.5 Glow-worm is not responsible or liable for any technical, hardware, software, server, website, postage or other failures or damage of any kind to the extent that this prevents the Entrant from or otherwise obstructs the Entrant in participating in the Competition or receiving any Prize.
- 4.6 The Competition is in no way sponsored, endorsed or administered by, or associated with Twitter, and the Entrant shall not hold Twitter liable for any loss or damage howsoever arising from the Competition.
- 4.7 The Entrant shall be liable for any and/or all taxation liabilities that may arise under or in accordance with the Competition (**Tax Liability**). For these purposes, Tax Liability shall include any and/or all of the following:
 - (a) benefit in kind taxes;
 - (b) National Insurance;
 - (c) any other United Kingdom taxes; andany other relevant corporate tax or other tax liabilities.

5. FRAUD AND OTHER EVENTS

- 5.1 Glow-worm reserves the right to audit all Entries to ensure that these Conditions are complied with and to request reasonable additional information, and supporting documents, regarding an Entry.
- 5.2 Glow-worm reserves the right to modify or discontinue the Competition, either temporarily or permanently, with or without prior notice due to reasons outside its control including, but not limited to, anticipated, actual or suspected fraud.
- 5.3 Glow-worm shall not be liable for any failure to comply with these Conditions where the failure is caused by something outside its reasonable control. Such circumstances shall include, but not be limited to, acts of God, adverse weather, fire, flood, computer virus, mobile phone failures, bugs, sabotage, strike, industrial dispute, war, hostilities, political unrest, riots, civil commotion or unrest, terrorism or supervening legislation. Accordingly, Glow-worm may at its absolute discretion vary or amend the Conditions and/or the Competition and the Entrant agrees that no liability shall attach to Glow-worm as a result of any such change.
- 5.4 Submission of any false, incorrect, misleading or fraudulent Entries, information or other supporting documentation may result in disqualification from this Competition and/or all future promotions and/or competitions run by Glow-worm and/or Vaillant, and/or in the Entrant being subject to prosecution.

6. GOVERNING LAW AND JURISDICTION

- 6.1 The Competition and these Conditions shall be governed by the law of England and Wales.
- 6.2 The Entrant irrevocably submits to the exclusive jurisdiction of the courts of England and Wales.

7. THE PROMOTER

- 7.1 The promoter of the Competition is Glow-worm, part of Vaillant Group UK Limited, a company registered in England and Wales with company number 00294316 and registered office at Nottingham Road, Belper, Derbyshire DE56 1JT.
- 7.2 A person and/or Entrant must not send requests to enter the Competition to any address set out in these Conditions, as such requests do not qualify as Entry for the Competition and will not be responded to.
- 7.3 For questions regarding the status of an Entry, please email: enquiries@glow-wormclubenergy.co.uk.

Please retain a copy of these Conditions for your reference.