Terms and Conditions

NO PURCHASE NECESSARY TO ENTER OR WIN

These Terms and Conditions prevail in the event of any conflict or inconsistency with any other communications, including advertising or promotional materials. Entry and claim instructions are deemed to form part of the Terms and Conditions and by participating in the Prize Draw you will be deemed to have read and accepted all of the Terms and Conditions. Failure to comply with any of the Terms and Conditions will disqualify you from taking part in the Prize Draw.

The promoter of this Prize Draw is: The Royal Lyceum Theatre Edinburgh, Grindlay Street, Edinburgh, EH3 9AX.

Eligibility

- Participation in the Prize Draw is open only to persons aged at least 18 (on the date that they submit their entry) who are a legal resident of one of the following countries: the United Kingdom; Isle of Man and Channel Islands.
- 2. In addition, employees, officers and directors of the Promoter, or partner companies within this promotion, and their respective parent companies, subsidiaries, affiliates, partners, dealers, advertising and promotion agencies, manufacturers or distributors of the Prize Draw materials, and the immediate families (parents, children, siblings, spouse) or members of the same household (whether related or not) of such employees/officers/directors, are not eligible to enter.
- 3. Partner companies within this promotion (in addition to the Promoter) include The Royal Lyceum Theatre Edinburgh, Reach plc and Wilde Aparthotels, Grassmarket, Edinburgh.

Promotional period

4. All entries must be submitted by 11:00 AM Greenwich Mean Time ("GMT") on 10 March 2025.

How to enter

- You must log onto <u>www.lyceum.org.uk</u> (referred to herein as "web site") and follow the directions to enter.
- 6. You must include on the entry form your complete name and email address. All entrants must have a valid email address to enter. In case of dispute as to the identity of the entrant, the entry will be declared made by the authorised account holder of the email address submitted at time of entry. "Authorised Account Holder" is defined as the natural person who is assigned an email address by an internet access provider, online service provider, or other organisation (e.g. business, educational, institution, etc) responsible for assigning email addresses or the domain associated with the submitted email address. The potential winner may be required to provide the Promoter with proof that such winner is the authorised account holder of the email address associated with a winning entry.
- 7. Any other attempted form of entry is prohibited; no automatic, programmed, robotic or similar means of entry are permitted, and any use of such automated devices will cause disqualification. The Promoter and its affiliates, partners, agencies and any entities involved with the administration or fulfilment of this Prize Draw are not responsible for technical, hardware, software, telephone or other communication malfunctions, errors or failures of any kind, lost or unavailable network connections, web site, internet, or ISP availability,

unauthorised human intervention, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer/mobile transmissions which may limit one's ability to enter the Prize Draw, including, insofar as permitted by applicable law, any injury or damage to participant's or any other person's computer/mobile relating to or resulting from participating in this Prize Draw or downloading any materials in this Prize Draw. The Promoter does not warrant that the entry mechanism will be available at all times during the entry period of the Prize Draw.

- 8. One entry per person, per email address will be counted during the Promotional Period. Additional entries from the same person/email account will not be counted.
- 9. Receipt of entries will not be acknowledged or returned. The Promoter is not responsible for lost, late, illegible, incomplete, invalid, unintelligible, technically corrupted or misdirected entries, which will be disqualified. Only fully complete entries that comply with these Official Rules are eligible. Proof of submission will not be deemed to be proof of receipt by the Promoter.
- 10. All entrants must be natural persons acting in their own personal capacity and entries submitted by or on behalf of a company, organisation or body corporate will not be valid.
- 11. Full address verification and proof of age and/or identity may be required by the Promoter.

Draw

- 12. One (1) winner will be selected at random in a draw from all eligible entries received.
- 13. Drawing of the Prize Draw will be conducted on 11 March 2025.

Prize

- 14. The Prize (as described below) will be awarded to one (1) winner. The winner will be able to choose one (1) travel companion over the age of 18 to accompany them on the trip.
- 15. The "Prize" for two adults comprises:
 - a) Two adult tickets to a performance of Wild Rose at The Royal Lyceum Theatre Edinburgh between 1 April and 19 April 2025 inclusive. Tickets will provide general admission and seats will be pre-selected by the Promoter.
 - b) A two-night stay with breakfast at Wilde Aparthotels, Edinburgh, Grassmarket in a Studio Apartment that sleeps two.
- 16. Prize cannot be extended, is non-refundable and non-transferable. No change or voucher for unused differences can be issued.
- 17. The winner and their companion must redeem the Prize in full between 1 April and 19 April 2025 inclusive. If the Prize winner and their companion fail to redeem the prize in full by this date, a disqualification will result and the Prize will be forfeited. Upon prize forfeiture, no compensation will be given.
- 18. All aspects of the Prize including travel, activities, dining and accommodation are subject to booking availability, weather conditions and are subject to the individual operator's standard terms and conditions. Height, age and other restrictions may apply.

- 19. All travel, activities, and accommodation are taken at the winner's and their travel companion's risk. Transportation, travel, taxes, meals, gratuities, upgrades and any other costs, charges or expenses that are not specifically listed in the description of the Prize in section 15 of these Terms and Conditions are the sole responsibility of the winner and their travel companion.
- 20. The winner and travel companion must travel on the same itinerary. The travel companion must be over the age of 18. The Promoter is not liable for delays, cancellations or unforeseen events related to any aspect of the Prize.
- 21. The winner and their travel companion will be solely responsible for obtaining valid identification and compliance with all travel and health requirements relating to acceptance and use of the Prize and must have no impediment to entering Scotland.
- 22. No cash equivalent to all or any part of the Prize will be provided by the Promoter in any circumstances, except that in the event of circumstances outside of its control the Promoter reserves the right to substitute a similar prize of equal or greater value.
- 23. The Prize is only made available for the winners' personal use and neither the Prize nor any part of the Prize may be transferred or used by the winner for any business and/or promotional purposes whatsoever.

Notification of winner

- 24. The selected winner will be notified by email on or around 11 March 2025.
- 25. In the event that any potential winner does not respond to such Prize Notification within 7 days or fails to provide the Promoter all information necessary to receive the Prize or declines the Prize for any reason, a disqualification will result, the Prize will be forfeited and, at the Promoter's sole discretion and time permitting, an alternate potential winner shall be chosen from among all remaining eligible Entries.
- 26. If the selected winner does not respond within 7 days of first notification attempt, if any prize notification is returned as undeliverable, or if the selected winner is determined by the Promoter to be ineligible for the Prize or to have failed to comply with any of these Terms and Conditions, the Promoter reserves the right to withdraw prize entitlement and the prize will be forfeited and an alternative winner will be selected. Upon prize forfeiture, no compensation will be given.
- 27. To obtain the name, county and country of the winner after 19 April 2025 please write to: The Royal Lyceum Theatre Edinburgh, Grindlay Street, Edinburgh, EH3 9AX.

General conditions

28. Participation in the Prize Draw and acceptance of the Prize constitutes winner's permission for the Promoter to use his/her name, address (town/city/county/country), likeness, biographical information and any statements made by winner regarding the purposes without notice or additional compensation, except where prohibited by applicable law. On entering the Prize Draw entrants agree to take part in any pre and post-event Prize Draw publicity if required.

- 29. By participating, and insofar as is permitted by law, entrants and winner agree to release and hold harmless the Promoter, and their respective advertising and promotion agencies, their respective parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers and directors, from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury and/or death which may occur in connection with, preparation for, travel to, or participation in the Prize Draw, or possession, acceptance and/or use or misuse of prize or participation in any Prize Draw related activity and claims based on publicity rights, defamation or invasion of privacy and merchandise delivery.
- 30. Insofar as is permitted by applicable law, neither the Promoter, its representatives, prize providers nor their respective employees, associated agencies and companies or anyone professionally connected with this Prize Draw, will in any circumstances be responsible or liable to any entrant and/or the winner in connection with this Prize Draw. Without prejudice to the foregoing generality, and insofar as is permitted by applicable law, neither the Promoter, its representatives, prize providers nor their respective employees, associated agencies and companies or anyone professionally connected with this Prize Draw accepts any liability for any loss, damage, personal injury or death occurring as a result of the winner participating in this Prize Draw and/or taking up the Prize. Your statutory rights are not affected by this term.
- 31. The Promoter is not responsible or liable to the winner or any other person if any portion of the Prize cannot be awarded due to delays or interruptions due to acts of God, acts of war, natural disasters, weather, terrorism or any other events or circumstances outside of the reasonable control of the Promoter.
- 32. The Promoter reserves the right to cancel, terminate, modify, or suspend this Prize Draw should circumstances make this unavoidable, including, but not limited to virus, bugs, non-authorised human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Prize Draw. In such case, the Promoter may, at its sole discretion, decide to select a winner at random from all eligible entries received prior to and/or after (if appropriate) the action taken by the Promoter.
- 33. The Promoter reserves the right to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Prize Draw or its website.
- 34. CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PRIZE DRAW MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE PROMOTER RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.
- 35. If any of these clauses should be determined to be illegal, invalid or otherwise unenforceable then it shall be severed and deleted from these terms and conditions and the remaining clauses shall survive and remain in full force and effect.
- 36. The Prize Draw is governed exclusively by the laws of Scotland, which shall be exclusively applicable to any and all disputes arising out of or in connection with the Prize Draw or these Terms and Conditions. The Scottish Courts shall have sole jurisdiction over any and all disputes arising out of or in connection with this Prize Draw, provided that such exclusivity does not apply to legal actions initiated or brought by the Promoter.

Use of entrants' data

- 37. The Promoter will be collecting information and personal data about participants when they enter the Prize Draw in accordance with its privacy policy. Please review the Promoter's privacy policy at https://lyceum.org.uk/privacy-policy
- 38. By participating in the Prize Draw, entrants hereby agree to the Promoter's collection and usage of their personal information and acknowledge that they have read and accepted the Promoter's privacy policy. The Promoter will only use the personal details supplied for the administration of the promotion and for no other purpose, unless we have your consent.