

## NHS70 Staff Prize Draw 2018

### 1. **The Promoter**

The promoter of this prize draw is the National Health Service Commissioning Board (known as NHS England) whose principal place of business is at 4th Floor, Quarry House, Leeds LS2 7UE (the “Promoter”)

### 2. **Eligibility**

2.1 The prize draw is open to all members of NHS staff aged 18 years or over, except for:

- (a) those staff of the Promoter that are part of the NHS@70 team and their families; and
- (b) any agent or any third party directly associated with administration of the prize draw.

2.2 An individual is a member of NHS staff if he/she has an NHS payroll number/staff number/assignment number. This can be found on the payslip of NHS staff or by contacting your local NHS HR department. This must be provided as part of the entry process.

### 3. **How to Enter**

3.1 The prize draw is free to enter and no purchase is necessary.

3.2 All entries must be submitted via:

<https://www.engage.england.nhs.uk/application/nhs70-staff-prize-draw/>

3.3 Only one entry per person into the prize draw is permitted. Each entrant is eligible to take part in each draw that is performed after the date of their registration to take part in the prize draw.

3.4 Entries on behalf of another person will not be accepted.

3.5 The opening date for entries is on 27/04/2018. The closing date is at midnight 5 July 2018. The closing date for the prize draw as a whole is at midnight 5 July 2018, and the closing date for registration for eligibility to participate in the draw for each prize is midnight on the date indicated in the full list of prizes set out by the Promoter on its website from time to time. Entries received after this time will not be accepted.

3.6 The Promoter accepts no responsibility for entries not successfully completed due to a technical fault, technical malfunction, computer hardware or software failure, satellite, network or server failure of any kind.

#### 4. **The draw**

4.1 A separate draw will take place for each prize.

4.2 For prizes relating to events taking place prior to 5 July 2018 then draws relating to those prizes will take place on a date prior to each such event.

4.3 For all prizes relating to events taking place after 5 July 2018 then the draws relating to those prizes will take place on or within 5 (five) working days of 5 July 2018.

4.4 The winner(s) for each draw will be chosen by a random draw supervised by an independent person.

#### 5. **The prizes**

5.1 The prizes will be those prizes identified by the Promoter on its website from time to time

5.2 The prizes are all supplied by third parties as indicated on the Promoter's website. No prize shall include the cost of travel to and from any event and/or location food and/or drink, spending money, tax or personal expenses or any other item, cost or reimbursement whatsoever. Such costs and any other costs that are incidental to the fulfilment of the prize are the sole responsibility of each winner.

5.3 Each prize is non-exchangeable, non-transferable and no cash alternative is offered.

5.4 The Promoter reserves the right to replace any prize with an alternative prize if circumstances beyond the Promoter's control make it necessary to do so.

5.5 Each prize will be subject to additional terms and conditions as stipulated by the relevant third party. It is the responsibility of each winner to ensure that they obtain and understand such terms and conditions. The Promoter is not responsible for the content or application of any terms and conditions of any third party.

5.6 The performance and/or observance of any third party terms and conditions that apply to any prize is the sole responsibility of each winner. The Promoter excludes any liability for the loss of, or diminution in value of, or restrictions to

any prize that may arise due to the failure of any winner to perform and/or observe any such third party terms and conditions.

## **6. Notification of Winners**

6.1 The winner(s) will be notified by email or telephone (using details provided at entry) and must provide a postal address to claim their prize. If a winner does not respond to the Promoter within two days of being notified by the Promoter, then the winner's prize may be forfeited by the Promoter and the Promoter will be entitled to select another winner in accordance with the process described above.

6.2 The decision of the Promoter regarding any aspect of the prize draw is final and binding and no correspondence will be entered into about it.

6.3 A list of winner(s) will be able to be viewed on <https://www.nhs70.nhs.uk/get-involved/nhs-health-and-care-organisations/nhs70-staff-prize-draw/up> until 31 July 2018.

6.4 The Promoter will not accept any responsibility if a winner is not able to take up the prize.

## **7. Data Protection and Publicity**

7.1 The winner(s) may be required to participate in publicity by the Promoter and/ or the third party suppliers of the prize related to the prize draw which may include the publication in any media of their name and/or, photograph.

7.2 Personal data supplied during the course of this prize draw may be:

(a) held and used by the Promoter, its agents and suppliers to administer the competition; and

(b) passed on to third party suppliers only insofar as required for fulfilment/ delivery/ arrangement of the prize and/or for publicity relating to the prize

## **8. Limitation of Liability**

8.1 Insofar as is permitted by law, the Promoter, its agents and/or distributors will not in any circumstances be responsible or liable to compensate a winner or accept any liability for any loss, damage, personal injury or death occurring as a result of the taking up of any prize by a winner. Your statutory rights are not affected.

## **9. General**

9.1 The Promoter reserves the right to refuse entry, or refuse to award the prize to anyone in breach of these terms and conditions.

- 9.2 A copy of these terms and conditions can be found at the following website <https://www.nhs70.nhs.uk/get-involved/nhs-health-and-care-organisations/nhs70-staff-prize-draw/>.
- 9.3 The Promoter reserves the right to hold void, cancel, suspend, or amend the prize draw (including but not limited to the prizes on offer) where it becomes necessary to do so.
- 9.4 The prize draw will be governed by English law and entrants to the prize draw submit to the jurisdiction of the English courts.