



Competition terms for Earnie

Introduction

The following terms and conditions apply to all competitions and prize draws promoted by the Promoter in any Lightfoot owned applications, as well as any media online and/or on mobile. Please see end of these terms and conditions for details of the Promoter.

These general terms and conditions apply in addition to any specific terms and conditions which may be mentioned in any promotion of or messages about that competition or prize draw on any platform ("interaction information"). Where applicable, specific terms and conditions for each competition or prize draw, can be on the competition entry.

page. Together these general terms and conditions and the interaction information shall be referred to as the "interaction terms and conditions." To the extent that there is any inconsistency between these general terms and conditions and any interaction information, the interaction information will prevail.

The interaction terms and conditions may be amended at any time without prior notice. Any changes will be posted on the myearnie.co.uk website. It is your responsibility to ensure you review the current interaction terms and conditions before entering any competition or prize draw.

By taking part in the competition and/or prize draw (as applicable), you accept and agree to the interaction terms and conditions. If you do not agree with any of the interaction terms and conditions, then you should not take part in the competition and/or prize draw (as applicable).

We recommend that you save a copy of these terms and conditions for future reference during the competition and/or prize draw.

1. Eligibility

- 1.1. Entrants must meet the eligibility requirements as specified in the interaction terms and conditions.
- 1.2. Entrants must be residents of the United Kingdom including the Isle of Man and Channel Islands or the Republic of Ireland and must be aged 18 years or over at the time of entry, unless specified otherwise. If the user is part of a company's Lightfoot deployment or trial which has specifically stated in the contract to include international participants, these will be counted as an exception.
- 1.3. If selected as a winner of a prize draw or competition, the winner must provide an email address, contact number and/or a UK, ROI, Isle of Man or Channel Islands address for delivery of the prize. The Promoter will not deliver to any address outside the UK, Isle of Man or Channel Islands, unless otherwise specified by the promotor.
- 1.4. Employees of Ashwoods Lightfoot Ltd and/or those associated with the operation or promotion of the competition or prize draw, including without limitation the provider of the prize, are eligible to enter, but will not receive any preferential treatment in the selection of winners, which is random.
- 1.5. The Promoter reserves the right in its sole discretion to ask for evidence to verify the age, identity and/or eligibility of an entrant at any time, and to use any channels and methods available to carry out checks of any details provided. The Promoter may withhold delivery of a prize until it has received such evidence from the winner and failure to provide such evidence in a timely manner may result in forfeiture of the prize.
- 1.6. A drop in quality metrics may result in disqualification from competitions.

2. Entry

- 2.1 The opening date and closing date and time for entries are as indicated in the interaction information. If any date is not supplied, it is ongoing until such time as an end date is specified. Any entries received before the competition or prize draw opens or after the closing date and time will not be counted.
- 2.2 For competition eligibility entrants must answer the question(s) or complete the task(s) specified, for example, achieving target pick rate and submit the information as indicated in the interaction information. For entry into a competition, entrants must be approved by their employer who must have an active subscription to the Earnie platform.
- 2.3 Entrants may be required to provide their full name, full contact telephone number (including area code if providing a landline number) or other method of contact (if applicable), email address and/or any other information as specified at the time of entering the promotion. This information cannot be amended once an entrant has entered the promotion.
- 2.4 Each entrant will be charged the cost of entry (if applicable) as indicated in the interaction information. Any cost of entry and/or entry delivery costs includes taxes (where applicable). If you fail to pay for any entry for which there is an entry fee, we may exclude that entry and any associated bonus free entries, bonus points and/or entries made by using bonus points.
- 2.5 The Promoter cannot guarantee that entries submitted by eligible residents of the United Kingdom, ROI, Isle of Man and the Channel Islands from outside the UK, ROI, Isle of Man and Channel Islands will be entered into the promotion, unless international users are detailed within our supplier contract with the company responsible for the Earnie subscription.
- 2.6 Entry to the promotion must be by the applicable method(s) as indicated in the interaction information which may include any (but not necessarily all) of the following:
 - 2.6.1 Manual Entry: app entrants are required to follow the instructions on the app as indicated in the interaction information. For prize draw entry, entrants must submit the information as indicated in the interaction information.
 - 2.6.2 Auto Entry: All eligible competitions where automatic entry is applied; all app entrants will be automatically entered into the competition and eligible to win the stated prize as per the interaction information including any other details specific to the competition which can be accessed via the app. Where auto-entry is not applicable to the competition, app entrants are to follow clause 2.6.1 as stated.
- 2.7 Internet service providers' fees may apply when accessing the internet.
- 2.8 Social Media entry: social media (for example but not limited to Facebook, Twitter, LinkedIn) entrants are required to follow the instructions on the platform and as indicated in the interaction information published on [Lightfoot.co.uk/prizes](https://lightfoot.co.uk/prizes). Service provider fees may apply when accessing the platforms, the promoter is not liable to pay these fees. Entrants should follow any regulations that social media providers may impose.

- 2.9 Entries must not be sent in through agents, third parties or on behalf of another person unless otherwise specified in the interaction information. Such entries are void. Bulk entries are void and cannot be accepted.
- 2.10 Any entries which are above the maximum number of entries for each method of entry as specified in the interaction information or which are incomplete, without all the required information, inaudible, incomprehensible, incorrectly submitted, lost, damaged in any way, made, or received after the deadline for receiving entries has passed or which are not received by the Promoter or are not otherwise in accordance with the interaction terms and conditions are invalid and will be discounted.
- 2.11 In the event of any fault, mistake, misunderstanding, or dispute concerning the correctness or acceptability of any answers given by entrants, or the operation of any part of the competition or prize draw service, networks or systems, the decision of the Promoter shall be final.
- 2.12 Where entrants are required to submit a contribution (which may include but is not limited to photograph(s), video, audio, live-media images, drawings and/or other similar designs) as part of their entry, entrants also agree to Earnie Privacy Policy which can be found www.myearnie.co.uk/privacy and you agree to this use of your personal data when you participate in our competitions or prize drawers. It is recommended that entrants send in copies rather than original material as such material will not be returned unless otherwise specified in the interaction information.

3. The Prize

- 3.1. The prize is as specified in the interaction information. Unless otherwise stated in the interaction information, each entrant is limited to winning one prize per competition or prize draw.
- 3.2. The prize is subject to availability and to winner confirmation, i.e., the Promoter has managed to contact the winner and confirm eligibility. The prize is also subject to the terms and conditions of the prize provider, their agents, and where applicable to the terms of the venue and/or the manufacturer.
- 3.3. Any prize elements including travel and/or accommodation will be subject to availability. Certain dates may be excluded when the winner may not take up the prize. Where the prize involves travel or accommodation on a date and/or to a destination to be chosen by the winner, the Promoter reserves the right to determine a final date by which the prize must be taken. Where the prize necessitates travel and/or attending an event on a specific date, the winner must be available on the date(s) specified by the Promoter in the interaction information and no alternative dates will be available.
- 3.4. Any cash prizes will be sent via PayPal in pounds sterling unless the competition terms specify otherwise. In these cases, the user will receive an email from PayPal with instructions on how to claim their prize. The promoter will aim to upload the prize to PayPal to be paid within 7 days of the prize being claimed by the individual. Where the prize includes a cheque, voucher or gift card, such prize will also be made payable in pounds sterling in the name of the winning entrant only and such cheque, voucher, or gift card cannot be made payable to any third party. No other form of payment than that indicated in the interaction information will be provided to the winner.

- 3.5. The Promoter, prize provider, the issuer of the vouchers or gift cards and their agents reserve the right to refuse to accept vouchers and/or gift cards which are deemed to have been tampered with, defaced, duplicated, damaged or which otherwise are suspected to be affected by fraud or which have been lost or stolen following delivery.
- 3.6. The winner (and where applicable, their companion(s)) is (are) required to comply with all instructions and requirements as may be specified by Lightfoot Earnie or any authorised third party to receive and/or take up the prize, including but not limited to providing responses within specified time frames, adhering to the itinerary, completing any required forms, and delivering any required documentation. The Promoter will not be liable to the winner or any other persons where they fail to comply with such instructions and such failure may result in forfeiture of the prize.
- 3.7. The winner (and where applicable, their companion(s)) may be required to provide their signature as proof of their agreement to relevant waivers, releases and/or consents when taking up the prize. Failure to sign any relevant documentation may result in forfeiture of the prize.
- 3.8. The prize excludes all other costs and arrangements not expressly included in the prize (as stated in the interaction information). Additional charges and expenses incurred for goods, services, attractions, facilities, upgrades, activities, and events not expressly included in the prize are payable solely by the winner (and where applicable their companion(s)). The Promoter will not be held liable where such charges and/or expenses are incurred, and no refund or reimbursement will be made. The Promoter will accept no responsibility where the winner is unable to pay in full any such charges and/or expenses.
- 3.9. For delivery of the prize, you may be required to be available at a specified time and place.
- 3.10. No cash equivalent (where applicable) or alternative prize will be given at the request of the winner and the prize is non-transferable and non-exchangeable. If the winner decides to take up and then sell on the prize (where such onward sale is permitted) Lightfoot Earnie will not be required to provide any guidance on such sale, and the winner acknowledges that the onward sale price may be lower than the retail or advertised price. However, the Promoter reserves the right to change the prize or any part of the prize to an alternative of equal or greater value for any reason in its sole discretion including without limitation due to circumstances beyond its control or if any part of the prize becomes unavailable. If for any reason the winner chooses not to take up the prize or any part of the prize, the Promoter reserves the right to ask the winner to confirm this in writing and, whether or not such confirmation is received, the Promoter will be able to retain or dispose of the prize (or part of the prize) at its own discretion.
- 3.11. The Promoter may refuse to provide a prize, or seek its recovery, in the event of non- entitlement under the interaction terms and conditions or an entrant's breach of the interaction terms and conditions, fraud or dishonesty.
- 3.12. Unless the prize is time critical (as set out in section 5.2), the Promoter or prize provider(s) endeavour to deliver the prize to the winner within twenty-eight (28) days from the date of winner confirmation unless stated otherwise in the interaction information. If the prize is time critical the Promoter or the prize provider(s) endeavour to deliver the prize to the winner as soon as reasonably practicable before the necessary time to take up the prize.
- 3.13. The Promoter, prize provider and their agents will not be liable where a prize has been lost, damaged or stolen following delivery and such prize will not be replaced.

4. Winner selection

- 4.1. Where the winner is randomly selected, the draw for the winner will take place within one week of the closing date and time for all entries unless otherwise specified in the interaction information. Unless stated otherwise in the interaction information, the winner will be the first entry drawn at random from all valid entries, subject to eligibility and winner confirmation. Where the winner is not randomly selected, the interaction information will detail the judging criteria on which the winning entry will be selected.

5. Winner Contact

- 5.1. General contact: The winner will be contacted as soon as practicable on or after the draw date or judging date (as appropriate) as indicated in the interaction information. Reasonable efforts will be made to contact a winner via a notification within the app, the email address associated with their account, or such other method of contact deemed appropriate by the Promoter in
- 5.2. its sole discretion in the circumstances. Unless the prize is time critical or time sensitive, the Promoter will try to contact the winner over a 28-day period. It is not the responsibility of the Promoter if the recipient does not see the email sent.
- 5.3. Time critical: Where the prize must be taken up within 1 month of the close date of the competition, the competition will be considered "time critical". As a winner needs to be found before the time to take up the prize passes, the interaction information will indicate the date(s) when entrants must be contactable and the Promoter will try to contact the winner via the email address (or other method of contact (if appropriate)) provided during that period and, if none specified, 7 days.
- 5.4. If the winner cannot be contacted or successful contact is not made within the time periods set out in clauses 5.1 to 5.3 above or as otherwise set out in the interaction information (as applicable) or if the winner fails to meet any of the eligibility requirements or is otherwise unable to comply with the interaction terms and conditions, this may result in forfeiture of the prize.
- 5.5. and the Promoter reserves the right to disqualify that entrant (without further liability to that entrant) and offer the prize to the next eligible entrant and thereafter until a winner is found. Alternatively, the Promoter reserves the right to repurpose the prize for a different prize or draw if considered more appropriate.
- 5.6. Any entrant and/or winner must comply with any directions given to him or her by the Promoter, prize provider(s) and/or their agents and with all relevant laws, rules and regulations, restrictions, and itinerary. Failure to comply with instructions, itineraries, rules, restrictions, requirements, laws, and guidelines may result in an invalid entry and/or forfeiture of the prize.
- 5.7. Some interactions will enable the winner to claim their prize directly through the app. Entrants should refer to individual interaction information for further details. When claiming their prize through the app, the user must claim their prize within 30 days of the result being published. Any prize which has not been claimed 30 days after published can be considered "expired" and the individual will no longer be able to claim the prize unless the Promoter decides otherwise. The user will claim the prize into their in app 'Wallet' – the users accumulated winnings in the 'Wallet'

must be claimed by the end of 6 months or before the users closes their account. When claiming their prize, the individual is responsible for providing accurate delivery information. If the user does not provide accurate delivery information (including bank details,

- 5.8. PayPal email address, or physical address), either Lightfoot Earnie or any other prize provider is not responsible for the prize not arriving with the individual and is not obligated to send a replacement prize.

6. Manipulation of services

- 6.1. The Promoter is committed to operating customer competitions and prize draws, fairly and to prevent abuse of its systems, as well as those of its agents and sub-contractors.
- 6.2. For this reason, the Promoter reserves the right to disqualify and/or discount entries if they have reasonable grounds to suspect, at their sole discretion, with regard to all the circumstances and information available at the relevant time, any of the following:
 - 6.2.1. There has been any activity which the Promoter consider is designed to provide an unfair advantage to the entrant including without limitation use of automated or semi-automated technology; or the making or disguising of multiple entries or votes by an individual entrant.
- 6.3. If we have reason to believe that an individual entrant to our competitions or prize draws has made multiple entries where such is not permitted, we may (in our sole discretion) ban that individual from future competitions or prize draws.

7. Liability

- 7.1. Nothing in the interaction terms and conditions restricts your statutory rights as a consumer. For more details on these statutory rights, you should contact your local Trading Standards Office or Citizens Advice Bureau.
- 7.2. Nothing in the interaction terms and conditions shall exclude or limit the Promoter's or Lightfoot group's liability for death or personal injury caused by its employees or suppliers' negligence or for fraud or for any other liability which cannot be limited or excluded by law or regulation.
- 7.3. The Promoter cannot promise that the services relating to a competition or prize draw will be free from errors or omissions nor that they will be available uninterrupted and in a fully operating condition. These services may be suspended temporarily and without notice in the case of any problem with any network or line, system, server, software, or for any technical malfunction or failure, maintenance, or repair or for reasons reasonably beyond the control of the Promoter. Subject to 8.1 and 8.2, the promoter does not accept responsibility where all or any part of the service relating to a competition or prize draw is discontinued, modified, or changed in any way.
- 7.4. Subject to 7.1 and 7.2, the Promoter:
 - 7.4.1. does not accept responsibility for any fault, malfunction, damage, loss, or disappointment suffered by you as an entrant or participant howsoever arising from participating in a competition or prize draw or from accepting any prize whether due to any error, omission by the Promoter or their employees, agents, or others or by any other cause.

- 7.4.2. is not responsible for any damage or loss caused to you which is not reasonably foreseeable to you and to Lightfoot, when you enter a competition or prize draw or is reasonably foreseeable to you and to Lightfoot on entry but is only indirectly related to you entering or participating in a competition or prize draw.
- 7.4.3. will not be liable to reimburse the cost or expenses incurred in making a competition or prize draw entry where applicable.
- 7.4.4. does not accept responsibility in the event that any entry is lost, delayed, or not properly received, registered or recorded or for any incorrectly addressed or undelivered competition or prize draw entries or for any disruption, delay, or misdirection of such entries.
- 7.4.5. reserves the right to amend any element of a competition or prize draw for reasons beyond their reasonable control, including but not limited to the unavailability of the competition or prize draw entry platform before the closing date, or for strike, lock-out, labour dispute, illness, or act of God, and not responsible for any loss or damage caused to you as a result of any of these occurrences.
- 7.4.6. shall not be responsible for any loss you suffer as a result of the Promoter dealing in good faith with anyone other than you who has access to any such email address. It is your responsibility to ensure that you control access to any email address that you use to enter.
- 7.5. You agree to reimburse The Promoter in respect of any damages suffered by the Promoter or any losses by the Promoter resulting from any claim made by a third party in each case in respect of any matter arising from your use of the services relating to the competition or prize draw in breach of the interaction terms and conditions or from your violation of any applicable law or regulation.
- 7.6. When we are liable for damage caused by defective digital content. If defective digital content which we have supplied damages a device or digital content belonging to you, and this is caused by our failure to use reasonable care and skill we will either repair the damage or pay you compensation. However, we will not be liable for damage which you could have avoided by following our advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.
- 7.7. We are not liable for business losses. On-line sales are for personal use, and we only supply the products to you for domestic and private use. If you use the products for any commercial, business or re-sale purpose our liability to you will be limited, save as required by law, to the total amount paid to us by you for the products.

8. Privacy

- 8.1. Information and data ("personal data") which is provided by you when you enter a competition or prize draw will be held by the Promoter and may be used by the Promoter and their service providers, network operators, suppliers, and contractors for the purposes of administering and fulfilling the competition or prize draw. Further details of how any personal data will be used are set out below and in Lightfoot's Privacy Notice at www.myearnie.co.uk/privacy and you agree to this use of your personal data when you participate in our competitions or prize drawers.

- 8.2. Generally, we will only send you marketing messages if you indicate that you consent (e.g., by “opting- in”) to receiving such messages. By choosing to interact with our services, you will be indicating that you consent to receiving marketing messages from us in respect of similar products and services. You can avoid receiving these communications by unsubscribing at any time via the email you are sent.
- 8.3. The Promoter and/or the prize provider may send personal data of participants to a competition or prize draw (and where applicable, companion(s) of a winner) to third parties outside the European Economic Area, for the purposes of administering the prizes and by entering you agree to such transfer for these purposes.
- 8.4. By taking part in the competition or prize draw you agree to participate in publicity at the Promoter’s request if you are the winner of a competition or prize draw. You agree that the Promoter (or any third party nominated by the Promoter) may in its sole discretion (and in accordance with any existing contractual terms & conditions between the Promoter, and the customer (for example, a contract)) use the winner’s (and if applicable their companion’s) name and image and their comments relating to the prize and their experience (if applicable) for future promotional, marketing and publicity purposes in any media worldwide without notice and without any fee being paid.
- 8.5. If you are the winner of a competition or prize draw you agree that the Promoter may list your name and location on the winners’ page of the Lightfoot website(s) and may publish or announce your name and location elsewhere as Lightfoot determines in its sole discretion.
- 8.6. How we will use your personal information. We will only use your personal information as set out in our Privacy Policy found here: [Earnie Privacy Policy](#).

9. General

- 9.1. You agree that you do not have any commercial relationship with The Promoter, and that you are not an agent of the Promoter.
- 9.2. The interaction terms and conditions are available in English only and shall be exclusively governed by and construed in accordance with the laws of England unless the entrant to a competition or prize draw is a Scottish, Northern or Southern Irish resident in which case he/she may choose the law of their residence and they irrevocably submit to the exclusive jurisdiction of the courts of England and Wales again unless the entrant to a competition or prize draw is a Scottish, Northern or Southern Irish resident in which case they may choose the courts of their residence in Scotland, Northern Ireland or Republic of Ireland.
- 9.3. These terms and conditions were last updated on 13th October 2023.

10. Accessibility

- 10.1. If you require any information or any of our services (including our winner contact process) to be provided to you in an alternative format to those described above for accessibility reasons, we will be happy to discuss your requirements and endeavour to provide a suitable alternative. Please contact Earnie Customer Support which can be contacted by phone on 01392 340419 or by email at support@myearnie.co.uk.

11. Contact details and further information.

- 11.1. If you have a comment, query or complaint about any interactivity provided by Lightfoot Earnie you may register it with Earnie Customer Engagement Team who can be contacted by phone on 01392 340419 or by email at support@myearnie.co.uk. You will need to provide some or all of the following information:
- a) Your name
 - b) Your email address
 - c) A contact telephone number you can be reached on, if necessary(d), The date(s) and time(s), when you experienced problems
 - d) The name of the company you work for and if applicable the location/store name you work out of queries will be addressed as soon as possible.
- 11.2. For a copy of these terms and conditions in another format please contact Earnie Customer Engagement as set out above. If you would like interaction information relating to a specific interactive event, then include the name of the specific interactivity in your application.

12. Other important terms

- 12.1. We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation.
- 12.2. You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. We will not agree to transfer a subscription unless that person enters into a fresh agreement with us.
- 12.3. Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 12.4. If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 12.5. Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you, but we continue to provide the products, we can still require you to make the payment at a later date.
- 12.6. Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by English law, and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland, you can bring legal proceedings in respect of the products in

either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

- 12.7. Alternative dispute resolution if you are a consumer. Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are a consumer and are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use. You can submit a complaint to the Centre for Effective Dispute Resolution via their website at <https://www.cedr.com/idrs/>.
- 12.8. If you are not satisfied with the outcome, you can still bring legal proceedings. In addition, please note that disputes may be submitted for online resolution to the European Commission Online Dispute Resolution platform.