

## **General Terms & Conditions-**

### **Edinburgh Rugby competition in association with Booking.com**

Participation limited to legal residents of the United Kingdom. Unless expressly stated otherwise on the competition information page, entrants must be aged 18 years or over. Proof of age may be required. Void where prohibited.

Enter beginning of 21.02.2019 through 31.05.2019. To Enter: List your property on Booking.com by following the link through [join.booking.com/edinburghrugby](http://join.booking.com/edinburghrugby).

The Prizes: There will only be one (1) first Prize: List your property on [join.booking.com/edinburghrugby](http://join.booking.com/edinburghrugby) for a chance to win an all-expenses-paid trip with the team as they travel to South Africa for two games in the Guinness PRO14. Booking.com will cover travel costs for the winner and one friend or family member from the United Kingdom to South Africa. Duration of the trip will be minimum 10 days and maximum 15 days (subject to 2019/2020 fixtures to be announced). Prize is subject to change at promoter's sole discretion. The dates and times of the Prize will be between 01.10.2019 to 30.04.2020. The winner will be notified of the date once the PRO14 2019/2020 fixtures have been announced.

The Prize value will not exceed €6,000 (six thousand euros). Visit [join.booking.com/edinburghrugby](http://join.booking.com/edinburghrugby) for full Terms & Prize details. Promoter: Booking.com B.V. Herengracht 597, 1017 CE Amsterdam, Netherlands.

### **Full Terms and Conditions:**

#### **1. Eligibility:**

1. The "Private cooking class with the Hairy Bikers and Booking.com" (the "**Promotion**" or "**Competition**") is only open to legal residents of the United Kingdom, who are 18 years of age or older that list their property on Booking.com

between 21.02.2019 and 31.05.2019 (the eligible “**Entrants**” or “**Participants**”).

Participants must be able to provide evidence that that they have listed their home on Booking.com with proof of listing in the way of a property id.

2. Entrants must ensure that their participation (including the acceptance of any prize awarded) is lawful in accordance with the laws of the country in which they reside. This competition is void where prohibited. The Promoter shall not be taken to make any representations, express or implied, as to the lawfulness of any individual's participation, or as to any other aspect of any Competition.
3. Employees of the Promoter, its parent company Booking Holdings Inc. and/or its affiliated companies, their direct family and anyone otherwise connected with the Promoter, are exempt from entering the Competition.

## **2. Competition**

### **Period:**

1. The Competition Period begins at 00.01 GMT on 21.01.2019 and ends at 23.59 GMT on 31.05.2019 (the “Competition Period”).

## **3. How To**

### **Enter:**

1. During the Competition Period, log onto the [join.booking.com/edinburghrugby](http://join.booking.com/edinburghrugby) landing page and sign in (or register an account for free). Entry into the Competition can only be made through listing a property on Booking.com’s platform as noted below (the “**Entry**” or the “**Listing**”)

2. To list your property: Follow the instructions below for listing your property on the

Booking.com page at: [join.booking.com/edinburghrugby](http://join.booking.com/edinburghrugby). Make sure that you get your confirmation email.

3. In order to list your property on Booking.com you must be lawfully authorized to do so in accordance with the laws of the country in which they reside. The listing and/or the competition is void where prohibited. In order to proceed you will be required to provide: (i) your name, (ii) email address and (iii) telephone number. Thereafter you will be required to provide details of the property you intend to list at on your Booking.com. You will also be required to provide information such as (i) amenities and photographs of the property. You will also have to agree to the terms and conditions of listing available -

<https://admin.booking.com/hotelreg/terms-and-conditions.html?language=xu;cc>

1=nl

**IMPORTANT:** You will have to have completed the entire process of signing up and the property going live on the Booking.com platform with the ability to receive

reservations. You must also receive a confirmation email in order to be entered into the Competition. In the event Booking.com requires any further verification, including but not limited to address verification, the Entrant will be required to fulfill all the steps in order for the property to be live and for the Entrant to be considered eligible for entry into the Competition.

4. It is your responsibility to ensure all of the requirements are met in order for your property to go live on the Booking.com platform and for you to participate in the Competition

5. **All Entries must be completed by 23.59 GMT on 31.05.2019.** Entries after this

deadline date and time will not be eligible to participate in this Competition.

#### **4. Entry Submission Guidelines and Restrictions:**

1. One Entry per person, regardless of the number of properties listed.
2. All Entries must be made directly by the person entering the Competition.
3. Bulk Entries from trade groups, consumer groups or third parties will not be accepted. Incomplete entries or entries which do not satisfy the requirements of these Terms and Conditions in full will be disqualified and will not be counted.
4. Entry must not in any other way violate applicable federal, state, country, provincial or local laws and regulations; it must not contain illegal content; and it must be suitable for presentation in a public forum.
5. Entry must not promote any political agenda.

#### **5. Judging to determine Winners:**

1. On or about 18.07.2019 at the offices of Booking.com all Entries submitted will be judged down to a longlist from of all eligible Entries received by the close of the Competition Period by the Promoter (at its sole discretion) based on the following judging criteria (the “**Criteria**”) which will be equally weighted to determine eligibility:
  1. Has the Entrant listed their property on Booking.com
  2. Has the property opened itself up to receive a booking

3. From amongst the final longlist of eligible Entrants, the Promoter will place the eligible names into a computer program that will randomly pick the winner. This is at the Promoter's sole discretion.
4. The decision of the Promoter shall be final and no correspondence will be entered into.

### **3. Prizes and Approximate Values:**

1. One (1) Prize consisting of an all-expenses-paid trip with the Edinburgh Rugby team as they travel to South Africa for two games in the Guinness PRO14. (provided winner and plus one travels from the United Kingdom).
2. The confirmed Prize winner must be willing and available to travel between 01.10.2019 and 31.05.2020. Approximate Retail Value of each trip is €6,000 (six thousand euros).
3. Total value of all Booking.com travel prizes offered in this Competition is €6,000 (six thousand euros).

### **4. Prize/Travel Information and Restrictions:**

1. The Promoters may refuse to award a Prize, or seek its recovery, in the event of an Entrant's fraud, dishonesty or non-entitlement under these Terms and Conditions
2. Only the confirmed winners as verified by the Promoter will receive the Prize listed herein.
3. Submission of an Entry or Listing of a Property does not constitute or warrant receipt of a

Prize.

4. Winners are prohibited from selling their Prize. Should Booking.com learn that a winner is selling their Prize, Booking.com reserves the right to void the Prize.
5. In no event will the Promoter be obligated to award more prizes than the number of available prizes stated in these Terms and Conditions.
6. Prizes are non-transferable and no cash or other alternative to the prizes are available in whole or in part. In the event of unforeseen circumstances, the Promoter reserves the right to substitute an alternative Prize of equal or greater value.
7. The winner(s) are entirely responsible for assessing and paying all applicable federal, provincial, state and local taxes in any respect of the prize received, if any, including any income or withholding taxes. In the event that the Promoter is or may reasonably become obliged to pay any withholding tax in relation to the Prize, the Promoter is entitled to deduct such tax from a Prize.
8. Tickets are non-refundable and non-transferable; black-out dates and restrictions may apply. All travel must be booked at the Promoter's sole discretion. No substitutions or transfer of trip prizes allowed.
9. Once tickets have been issued, they are only valid for dates and times shown.
10. The Promoter fully respects freedom of speech, but prior to entering the competition, those selected as winners must not have uttered, posted, published or caused to be published by way of press, radio, television or in any social medium, any comments that are likely to discredit or damage the reputation of the Promoter or their product(s) or service(s) or be in breach of the rules of the relevant media. In addition winners must not do so during the life of the promotion. If the Promoter, in its absolute discretion, decides that a winner has breached this condition, that winners' entitlement to the Prize may be cancelled

and a substitute winner chosen on the same basis as the original winner.

11. Travel must be taken at the stated times; no alternatives are available. Name changes to the flight seats once confirmed are not permitted.
12. If a booking is cancelled by the winner, no alternative tickets will be issued and for the avoidance of doubt, no compensation and/or refund will be provided.
13. Promoter is not responsible for lost, mutilated or stolen travel documents. Prize may be forfeited if (a) proper travel documents for any and all travel are unattainable for any reason within the time required by the Promoter, or (b) if any immigration or travel documentation complications arise which prohibit a Winner from traveling to, or from the stated destination. In the latter event, Winner will be solely responsible for arranging and paying for travel, back to their point of origin. Winners are solely responsible for determining and complying with all applicable international/domestic travel procedures and restrictions.
14. Traveler and their respective guest must travel on the same itinerary.
15. Flight extras are not included in the Prize (flight extras include, but are not limited to, on-board meals and drinks).
16. Appropriate and suitable travel and/or cancellation insurance will be the responsibility of each traveler.
17. All travelers must possess required travel documents and will require a passport valid for at least 6 months on date of travel; any necessary visas or (travel) insurance are the responsibility of the winner and their guest/ and must meet Entry requirements.
18. For the avoidance of doubt, The prize includes flights/transportation, accommodation, daily allowance for food, tickets two rugby matches where Edinburgh Rugby plays against the the Toyota Cheetahs and the Isuzu Southern Kings.
19. The travelers may be required to sign a legal waiver, confidentiality undertaking,

assignment of rights and disclaimer of liability as a condition of accepting and partaking in the Prize;

20. The travelers must inform the Promoter of any wheelchair or any similar access needs

21. All medical conditions are required to be detailed in advance of the booking and a

doctor's note may be required.

#### **5. General Release and Liability Release:**

1. By participating in this Competition, Participants will be deemed to have accepted that they are bound by these Terms and Conditions
2. By entering this Competition, finalists/winners hereby grant the Promoter (or the Promoter's designee) the exclusive right to film, tape, sound record and photograph their activities in connection with the Competition and (if applicable) any Prizes. This could include travelling (transportation), sightseeing, accommodation visits etc. The footage will only be made with prior notice to winners and in consultation with the winners. Everything filmed, taped or recorded by the Promoter (or the Promoter's designee) shall be known as "Footage". All Entrants hereby irrevocably and unconditionally assign to the Promoter with full title guarantee (and by way of present assignment of present and future rights) all intellectual property rights in any Footage throughout the world for the full unexpired period of such rights and all renewals, reversions and extensions of such period as may be provided under any applicable law throughout the world. All Entrants hereby irrevocably and unconditionally waive in favor of the Promoter, Booking.com, their licensees, assigns and successors in title, all moral rights in any Footage to which he or she is, or may at any time in



the future be, entitled.

3. No liability is accepted for illegible, incomplete, fraudulent or late entries.
4. By entering the Competition, entrants and winner agree that they may be contacted by the Promoter in relation to the Competition and agree to take part in any publicity that occurs as a result of the Competition and grant the Promoter and their partner companies and agents the right to use their personal name, country of residence, name of their property and city and country of their property, details of the entry and any associated pictures or visuals in relation to the promotion of the Competition and the results of the Competition. This could include but is not limited to promotion on websites, press releases, case studies, and media, filming during the stay, social media and print. We may alter or edit the entry content as appropriate, for the promotion of the Competition and its results. This is also applicable for the guests that the winner is permitted to share the prize with. If you provide personal data about another person it is your responsibility to ensure that the person you have provided personal data about is aware that you have done so and has accepted how Booking.com uses its data.  
  
Please see below under privacy for more information.
5. Promoter, its affiliates, subsidiaries, vendors, advertising and promotion agencies will have no responsibility for promotional materials that may be illegible, mutilated, altered, forged, duplicated or tampered with in any way, or for printing, typographical, mechanical or other errors or for any error in the notification or announcement of the Prize.
6. In unexpected events and, despite the Promoter's best endeavors, if they are unable to administer the Competition fairly or properly, the Promoter and their affiliated companies are not responsible and have the right to cancel or change the Competition. This will only be done in exceptional circumstances. The

Promoter also has the right to disqualify a participant if they tamper or abuse the entry process and they will not be entitled to the Prize if they have acted fraudulently or dishonestly.

7. The Promoter cannot accept any responsibility for any damage, loss or injury suffered by any entrant entering the Competition or as a result of accepting or participating in any prize.
8. Entrants assume all liability for any injury or damage caused, or claimed to be caused, by participation in this Competition or use or redemption of any prize. Booking.com and its subsidiaries, affiliates, promotion agencies, vendors, prize suppliers and each of their respective directors, officers, employees and assigns, will have no liability for any claim arising in connection with participation in this Competition (including any harm caused or claimed to be caused during the shooting of the Footage), or the acceptance or use of any prize.
9. Entrant releases Promoter from any claims arising out of any use or disclosure of an entry consistent with these Terms and Conditions. Promoter does not accept any liability for the publication of unlawfully reproduced entry content.
10. Nothing in these Terms and Conditions should be construed so as to limit or exclude either the Released Parties or the Entrant from liability for fraudulent misrepresentation.

## **6. Privacy:**

1. The Promoter, Booking.com B.V. Herengracht 597, 107 CE Amsterdam, is the data controller of the personal data processed as part of this Competition and in view of your Listing at Booking.com. For the purposes of this Competition the

Promoter will use the following information, some of which may be personal data: your name, your email address, your phone number, communications between you and Booking.com, your property's name, Booking.com property ID and address, photos of your property, photos of yourself and other information you may submit as part of the Competition. This information is provided by you to Booking.com as part of your Listing or during the Competition. The Promoter will use the information you provided to select the winners of the Competition, to contact you, to promote the Competition, to analyze the results of the Competition, to send marketing materials about the Competition and for follow up promotion of the results of the Competition as set out in these Terms and Conditions. The information will also be used to verify if the property listed is fraudulent, in which case will be eliminated from the Competition.

2. The Privacy Statement for Business Partners Promoter applies to the processing of your personal data in view of the Competition <https://admin.booking.com/hotel/hoteladmin/privacy.html?lang=en>. Please consult this Privacy Statement if you would like to learn more about your applicable rights of access, rectification, blocking, deletion, or objection to the processing of your personal data.
3. If you have any questions or concerns about the use of personal data by the Promoter, please contact our data protection officer via [dataprotectionoffice@booking.com](mailto:dataprotectionoffice@booking.com).

## **7. Governing Law:**

1. By entering the Competition, entrants hereby expressly agree and accept that for all that is related to the interpretation, performance and enforcement of these Terms and Conditions, which are governed by Dutch Law and shall be subject to

the exclusive jurisdiction of the courts of Amsterdam, the Netherlands, expressly waiving to any other jurisdiction that could correspond to them by virtue of their present or future domicile or by virtue of any other cause. For additional information regarding governing law, disputes and arbitration go to [www.booking.com/content/terms](http://www.booking.com/content/terms).

2. If any provision of these rules is invalid under the law, rules or regulations of a particular country, it will only apply to the extent permitted.
  
8. **Who Won?** The winner will be contacted by Promoter at the phone number or email address the winner provided as part of its Listing. Other participants can find information on the winner on the website [join.booking.com/hairybikers](http://join.booking.com/hairybikers).

**Promoter: Booking.com B.V., Herengracht 597, 1017 CE Amsterdam, Netherlands**