

**Blowerproof's #ShowUsYourCrack competition terms and conditions:**

- 1)** These terms and conditions apply to Blowerproof's #ShowUsYourCrack competition run by Ecomerchant, distributors of Blowerproof in the UK. By entering themselves into the competition, entrants will be deemed to have read and accepted these terms and agree to be bound by them. Those who do not agree will not be entered into the competition.
- 2)** The objective of the competition is for entrants to upload photos of their worst holes and cracks to show why they deserve to win one of three, 5kg tubs of Blowerproof Liquid Brush or a one in 10 runner-up prizes of a Blowerproof Liquid Brush 300g cartridge each. Entrants will need to post their photo on Facebook on or before 01.09.17 and 3 winners and 10 runners-up will be notified through Facebook Messenger the week commencing 04.09.17. When a participant posts a picture to Facebook, they must 1) upload it onto the Blowerproof Facebook page, 2) tag Blowerproof into the photo and 3) upload the picture using the hashtag #ShowUsYourCrack to be entered into the competition.
- 3)** The company: Ecomerchant, The National Self Build and Renovation Centre, Lydiard Fields, Great Western Way, Swindon, SN5 8UB.
- 4)** Entrants must upload their photos to partake in the competition on or before 01.09.17 ("the closing date"). The winners will be contacted week commencing 04.09.17 through Facebook Messenger. There will be a total of three winners and 10 runners-up.
- 5)** This competition is open only to UK citizens and residents.
- 6)** All information detailing how to enter this competition forms part of these terms and conditions. It is a condition of entry that all rules are accepted as final and that the entrant abides by these rules. The decision of the company is final and no correspondence will be entered into after the decision. Submission of an entry will be taken as acceptance of these terms and conditions.
- 7)** To enter, you must:
  - i)** Upload a photo of your worst holes, cracks, leaks or sealing jobs to Facebook, on the Blowerproof page, tagging Blowerproof in the picture and using hashtag #ShowUsYourCrack
  - ii)** This must be uploaded by 01.09.17The winners will be contacted via Facebook Messenger the week commencing 4<sup>th</sup> September. Each winner will be contacted via Facebook messenger and announced on the Blowerproof Facebook page when a decision has been made. Repeated?  
The company reserves the right, at any time, to verify the validity of entries and entrants and to disqualify anyone who submits an entry that is in breach of the rules, or those that do not comply with content restrictions (defined below).
- 8) CONTENT RESTRICTIONS:** Entrants must not include any of the following content in any entry:
  - i)** pornography, excessive or vulgar nudity, adult-oriented content or any other sexually-explicit material;
  - ii)** explicit language or content, images of violence, or promotion of illegal activities;
  - iii)** content which infringes intellectual property rights or laws;
  - iv)** content which is defamatory or maliciously false;

- v)** content which brings or is likely to bring the company, its website or Blowerproof into disrepute;
- vi)** material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation, age or any other basis;
- vii)** content owned by any party other than the entrant or the company (eg recorded music; pre-produced video, etc);
- viii)** material that is unlawful, or which may constitute a criminal offence including (without limitation) the Communications Act 2003, Malicious Communications Act 1988 or any other legislation in force during the competition.

Any entry which does not comply with these content restrictions, in the sole discretion of the company, will be disqualified from the competition.

**9)** By entering the competition and submitting an entry, every entrant:

**(a)** confirms that his/her entry is of a property owned by them or permission from the owner has been given. He/she owns all right, title and interest in the entry or has all necessary rights and authorisations to submit it and the express permission of all individuals, content and materials embodied or featured in the entry to submit it for possible use as provided for in these terms (and will procure that any individual featured will enter into an appropriate image release where necessary);

**(b)** agrees that his/her entry does not otherwise violate Blowerproof's Terms of Use or infringe the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity;

**(c)** grants to the company the perpetual and unlimited right and license to use, license, edit, modify, duplicate and/or create derivative works from the winning entries throughout the world and in perpetuity, including, but not limited to, the right for the promoter to publish, display, broadcast, distribute, reproduce, perform, create derivative works from and otherwise use the entry via the internet or any other interactive media, on television, in print and/or any other media currently existing and hereafter developed and without limitation and without further payment or compensation to the entrant following the delivery of the prize, or his/her heirs and successors;

**(i)** on its own or as part of any audio-visual or other production;

**(ii)** to advertise any of Blowerproof's products;

**(iii)** for any other purpose whatsoever.

(d) Any images showcased on the site as winners will nonetheless be credited to those who submit them, highlighting their ability to produce winning entries or any that will be shortlisted in a "runners-up" collection, the size of which is at the company's discretion.

**10)** Entrants agree that the company will be entitled to edit entries as it deems fit in accordance with current advertising regulations and will not be obliged to make any use of any part or all of an entry.

**11)** Entrants are solely responsible for internet connectivity, software and/or hardware that may be required in order to create and/or submit any entry.

**12)** All entries must be received by the closing date 01.09.17.

**13)** Only one entry per person/Facebook account. No purchase necessary. Late, illegible, incomplete or corrupt entries will not be accepted. No responsibility can be accepted for lost entries and proof of transmission will not be accepted as proof of receipt. Entries must not be sent through agencies or third parties.

**14)** The prizes consist of various sizes of free buckets and cartridges of Blowerproof Liquid Brush by Blowerproof from Ecomerchant. **15)** The company reserves the right to substitute

the prize (or any portion thereof) with one of comparable or greater value at its sole and absolute discretion. The winners are fully responsible for any and all applicable taxes in respect of the prize (including, where appropriate, import duty). All costs and expenses associated with receipt of the prize and any use not specified in these Terms and Conditions as being provided including, but not limited to, any and all expenses incurred by accepting the prize, are the sole responsibility of the winners.

**16)** By entering into the competition, the winners agree to participate in publicity following the competition, should it be required. This may include use of their name and image in online and offline publicity, communications, and in any other media worldwide without any fee being paid.

**18)** Events may occur that render the competition itself or the awarding of the prize impossible due to reasons beyond the control of the company and accordingly the company may at its absolute discretion vary, amend or cancel the competition without notice (in particular if it or the website on which the competition is operated is affected by any denial-of-service attacks, viruses, hacking or any other technologically-harmful material or act) and the entrant agrees that no liability will attach to the company as a result thereof.

**19)** To the extent permitted by law, the company and its agents and representatives hereby expressly exclude any liability whether in contract, tort, criminal law, breach of statutory duty or otherwise for any direct, indirect or consequential loss, damage, injury or disappointment (including without limitation any pure economic loss) suffered or incurred by any entrant, winner or any third party whether foreseeable or not in connection with:

- (a) any act or omission of the company in developing, planning and administering the competition;
- (b) any entry or attempted entry into the competition.

**20)** The company will not be liable for any inability of any person to enter the competition because of any unavailability of such page, failures in computer systems or networks, other malfunctions, or for any other reason.

**21)** The company will not be liable for any problems or technical malfunction of any telephone network, cable, satellite, Internet Service Provider (ISP) or lines, computer systems, servers, or providers, computer equipment, software, failure of any email or entry to be received on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof, including any damage to the entrant's or any other person's computer related to or resulting from participation or downloading any materials relating to this competition.

**22)** All conditions, warranties and other terms which might otherwise be implied by statute or common law are expressly excluded from these Terms.

**23)** Nothing in these Terms will exclude or limit the company's liability for death or personal injury caused by its negligence or for fraud or fraudulent misrepresentation.

**24)** Entrants agree that by entering the competition their personal details may be stored and otherwise processed by the company for the purposes of administering the competition and for the marketing and sending of other special offers where you have consented to receive the same.

**25)** If you have a comment, query or complaint about these terms or the promotion, please contact: Ecomerchant, The National Self Build and Renovation Centre, Lydiard Fields, Great Western Way, Swindon, SN5 8UB.

**26)** The company may refuse to provide the prize in the event that an entrant fails to satisfy the eligibility requirements under these terms in clauses 5 and 7 above, or has committed or

is alleged to have committed any act of fraud or dishonesty, or is in breach of any of these terms.

**27)** In the event of any dispute regarding these terms, conduct, results and all other matters relating to the competition, the decision of the company will be final and no correspondence or discussion will be entered into.

**28)** If any provision of these terms (or part of any provision) is found by any court or other competent authority to be invalid, unenforceable or illegal, the other provisions will remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable and legal if some part of it were deleted, the provision will apply with whatever modification is necessary to give effect to the commercial intention of the parties.

**29)** No failure or delay by a party to exercise any right or remedy provided under these terms or by law or any abandonment of any such right or remedy will constitute a waiver of that or any other right or remedy, nor will it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy will preclude or restrict the further exercise of that or any other right or remedy.

**30)** These terms and any non-contractual obligations arising out of or in connection with them will be governed and construed in accordance with English law. The courts of England and Wales will have exclusive jurisdiction to settle any dispute or matter of difference which may arise out of or in connection with these terms.

**31)** This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. You understand that you are providing your information to Blowerproof and not to Facebook. By participating in this promotion you agree to a complete release of Facebook from any claims.