

## **Official Rules for the Topdeck USA & Canada Competition**

### **Promoters:**

Topdeck Travel. Limited, Level 1, 109 Power Road, London, W4 5PY

This competition is in no way sponsored, endorsed or administered by, or associated with Facebook, Twitter or Instagram.

By entering this competition, you agree to these Terms and Conditions.

**1.** This competition is open to anyone in the world between the age of 18-39. Anyone professionally connected to Topdeck Travel is not allowed to enter.

**2.** This promotion is void where local laws or regulations prohibit such participation. It is your responsibility to ensure that you are entitled to participate.

**3.** You will need internet access to enter the competition.

### **4. Promotion Period:**

You can enter this promotion between 10.00am UTC+1 on 11<sup>th</sup> of July 2017 and 11.59pm UTC+1 on 25th July 2017.

### **5. To Enter:**

This Competition is a game of skill and chance plays no part in the winner selection process.

To enter the Competition, participants must, at any time during the Competition Period, visit <https://www.topdeck.travel/usa-canada-competition-2017>, and enter their full name, email address, country of residence, D.O.B, and answer the question, in 25 words or less, *'Which Topdeck USA or Canada trip do you want to go on, and why?'*

By entering the participant agrees to subscribe to the Topdeck Travel newsletter.

### **6. Promoter's Rights to Submissions:**

Copyright in your submission will remain with you. However, by entering this competition, you grant us and our related entities an irrevocable, perpetual, non-exclusive license to reproduce, publish, post, broadcast, display, adapt and modify your entry in any media throughout the world for any purpose and without additional notification, compensation or approval from you or any other party.

Participants warrant that their entry is their own work. It is your responsibility to ensure that your entry does not infringe the copyright of any third party or any law and that relevant consents have been granted by any subjects of the work. You agree to indemnify us from and against all claims, demands, losses, expenses and costs (including legal costs) which we may incur arising from any third party claims or demands in relation to breach of any intellectual property rights.

**7. The Prize:** One (1) winner will win two (2) x places on any Topdeck USA or Canada trip.

The value of the prize is up to £7680GBP.

**8. Further Prize Details:**

- The winner must choose one (1) trip, and both recipients must travel together on the same departure
- The trip chosen is subject to availability and if trip or departure is not available, another trip or departure can be chosen
- If trip selected is less than the estimated prize value above, no other prizes or cash alternative will be given to make up the difference.
- The winner and guest must be fit to travel.
- Passengers must be aged 18–39 at the time of travel.

The prize is as stated, is not transferable to another individual and no cash or other alternatives will be offered.

The trip must be booked before 30 September 2017. The trip must be taken before 31 March 2019. Instructions how to redeem the prize will be sent to the email address provided when entering the competition. Redemption of the prize will be the responsibility of the winner and is subject to supplier availability at the time of booking.

By confirming the booking, the winner and nominated guest accept Topdeck's full terms & conditions of travel.

The competition prize winner and their guest are responsible for paying all additional costs associated with the prize that are not specifically included (as stated in these Terms & Conditions), including, where applicable, transport to and from the start/end location of the trip, additional accommodation fees, meal costs, spending money, insurance, car insurance, car insurance excess costs, petrol and all other incidentals. You will be responsible for any additional costs including insurance, excess waiver costs and excess charges in the case of an accident or theft.

The promoter holds no responsibility or liability for the winner and their guest. Insurance is not included in the prize. The promoter strongly advises the winner and their guest to take out comprehensive travel and car insurance for their trip. The promoter will not be held responsible for any hotel or flight cancellations and, therefore, advises the winner to ensure cancellation is included in their travel insurance.

The promoter reserves the right to amend the specification of the prize, or offer an alternative prize of equal or greater value, at any time before the competition closes.

The competition winner is solely responsible for obtaining all necessary travel documents, including valid passports and visas.

The prize winners may be required to participate in publicity accompanying or resulting from this promotion.

## **9. Winner Selection:**

All valid entries will be judged by the Promoter on the creativity and originality of the answer to *'Which Topdeck USA or Canada trip do you want to go on, and why'*. The valid entry that has the most creative and original answer as judged by the Promoter will be deemed the winner. The draw will take place within three (3) working days after the close of the Promotion Period.

**10. Contacting the Winner:** We'll contact the winner by emailing the winner within five (5) working days after the draw. If you are our winner, you must respond within 14 days; otherwise the prize will be awarded to a reserve winner.

**11.** If you are the winner, we'll send you the prize details within five (5) days of your acceptance of the prize. All details that you will need to redeem your prize will be in that email.

**12.** You can't transfer a prize to someone else, exchange it for something else or a cash alternative. You may not change trips after selecting the departure date. If you are unable to travel after the trip is confirmed, you will forfeit the prize. If you are unable to travel on any of the departure dates specified in these terms, we will endeavour to find an alternative date, however if this is not possible you will forfeit the prize

**13. Data Privacy:** Your personal data will be held in accordance with Topdeck Travel's Privacy Policy (<https://www.topdeck.travel/privacy>). Your data will only be used to carry out this promotion. You agree that the Promoter may use the aggregate information collected from the competition for related research and marketing purposes.

**14.** Bulk entries made from trade, consumer groups, syndicates or the like will not be accepted. We will not accept cheating in any form, including the use of macros or other automated means of entry, masking of identity by manipulating IP addresses, using any false identity or any other behaviour that falls outside the spirit of the promotion (to be determined at our absolute discretion). If you're found to be cheating you will be excluded.

**15.** To the extent permitted by law, we accept no liability for any loss or damage which you may suffer arising out of or in connection with the promotion or the prize itself (whether in contract, tort or under statute or otherwise).

**16.** If this promotion can't run properly because of fraud, tampering, technical errors or anything else that is beyond our control which affects the running, administration, security or fairness of this promotion, we reserve the right to disqualify any person involved. We may also cancel, modify or suspend the promotion in such circumstances.

**17.** In the event of any dispute our decision is final.

**18.** By entering you confirm that you have read and agree to these Terms & Conditions.

**19.** If you want to find out who won, you can email [marketing@topdecktravel.co.uk](mailto:marketing@topdecktravel.co.uk) and quote "Topdeck USA & Canada Competition" in the subject line.

**20.** These Terms & Conditions are governed by English Law and shall be subject to the exclusive jurisdiction of the English courts.