

Topdeck App Competition Terms and Conditions

1. The promoter is Topdeck Tours Limited, company number 04905253, with registered office at 109 Power Road, London, United Kingdom, W4 5PY ("Promoter").
2. The promotion is open to passengers who submit a feedback form while on a Topdeck trip or within seven days of having completed a Topdeck trip.
3. Employees and their direct family and anyone otherwise connected with the Promoter are exempt from entering the competition.
4. Each Topdeck trip entitles a participant to one entry. Multiple entries from the same person in respect of the same trip will be disqualified.
5. The competition will run from 26 January 2018 to 26 January 2019. Any entries received outside of this time period will not be eligible.
6. One winner will be selected and notified by 28 February 2019.
7. Topdeck is not responsible and will not be liable for any person not being able to enter the competition for any reason, including due to failure, downtime or error of the system through which online entries are made. You agree to indemnify Topdeck and employees against all costs, losses, damages, expenses and liabilities (including for loss of reputation and goodwill and professional advisors fees) suffered by us arising as a result of a breach by you of your obligations under the Terms or in any way in connection with your failure to follow our reasonable instructions with regard to your entry into the Competition or taking of any Prize.
8. Topdeck reserves the right to cancel, suspend, or amend the competition without prior notice. In the event of cancellation or suspension, the entries that have been submitted to the competition will still be valid and eligible to win.
9. Topdeck Tours reserves the right to cancel or amend the competition and these terms and conditions without notice in the event of a catastrophe, war, civil or military disturbance, act of God or any actual or anticipated breach of any applicable law or regulation or any other event outside of the promoter's control. Any changes to the competition will be notified to entrants as soon as possible by Topdeck Travel.
10. We shall not be liable to perform any of our obligations under the Competition or in respect of the Prizes where we are unable to do so as a result of unforeseen circumstances or circumstances beyond our reasonable control and whilst we may (but shall not be obliged to) endeavor to provide an alternative Prize of equal value, we shall not be liable to compensate you in such circumstances
11. The rules of the competition and how to enter are as follows:
12. The entrant must download the Topdeck app and identify themselves as a passenger travelling on their current Topdeck tour. 3 days prior to the end of their tour, passengers will be able to submit feedback via the feedback section of the app. Once feedback has been submitted, passengers will be directed to a page that gives them the option of entering the competition.
13. To enter the competition, entrants must give a summary to the best of their ability of their Topdeck experience in 3 words.
14. Entry will be open to passengers 3 days before their trip finishes, and up to 7 days after their trip has finished.
15. The promoter is not responsible for inaccurate prize details supplied to any entrant by any third party connected with this competition.
16. The prize is as follows: £1000.00, or the equivalent in local currency, credit to be contributed towards their next Topdeck tour. Conversions to other currencies will be carried out by Topdeck and no further discussion will be entered into regarding the time of exchange, fluctuating

exchange rates, or exchange rates given by other providers not chosen by Topdeck. If the cost of a trip is less than £1000.00, the discrepancy will not be compensated for in any way. The prize is as stated and no cash or other alternatives will be offered. The prize is not transferable. The prize is subject to availability and Topdeck reserves the right to substitute any prize with another of equivalent value without giving notice.

17. Winners will be chosen internally by a popular vote amongst travel experts within Topdeck Tour's London office.
18. The £1000 value covers only the included features of a trip, and excludes all optional activities, meals that are not explicitly stated as included, accommodation upgrades, travel insurance, flight insurance, health insurance, or spending money. Flights and all other ancillary costs are solely the responsibility of the winner and not that of Topdeck Tours. Topdeck reserves no responsibility for missed flights, loss of identification, or any other circumstances that would cause the passenger to have to discontinue their tour or prohibit them from embarking on any part of their tour.
19. The winner will be notified by email within 14 days after the competition closing date. The winner must acknowledge their winning status to redeem their prize, which must be booked within 1 year from the date of acknowledgement. If the winner cannot be contacted or does not acknowledge their winning status within 28 days of notification, Topdeck reserves the right to withdraw the prize from the winner and pick a replacement winner.
20. Upon acknowledgement of their win, the winner will receive a promotional code via email that can be applied to a trip to receive their discount.
21. To book the prized trip, the winner must contact the Topdeck Customer Service Team over the phone with their redemption code, and their trip will be booked directly. Bookings online or by an agent are not eligible to use the redemption code. The safety and responsibility of the redemption code is solely that of the winner. Any loss of information, or breach of security and confidentiality of the code, will result in it becoming void and no compensation or supplementary prize will be awarded.
22. The prize is non-transferrable and can only be used by the winner. The redeemed trip must be in the same name as the entrant. The passenger must be able to prove their identity matches the name on their redeemed trip.
23. Topdeck's decision in respect of all matters to do with the competition will be final and no correspondence will be entered into.
24. The competition and these terms and conditions will be governed by English law and any disputes will be subject to the exclusive jurisdiction of the courts of England.
25. The winner agrees to the use of his/her/their name and image in any publicity material, as well as their entry. Any personal data relating to the winner or any other entrants will be used solely in accordance with current UK data protection legislation and will not be disclosed to a third party without the entrant's prior consent.
26. The winner's name will be available 28 days after closing date by emailing the following address: app@topdecktravel.co.uk
27. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter or any other Social Network. You are providing your information to Topdeck Tours Limited and not to any other party. The information provided will be used in conjunction with the following Privacy Policy found at: [<https://www.topdeck.travel/privacy>].
28. The failure to exercise or delay in exercising a right or remedy provided hereunder or by law does not constitute a waiver of the right or remedy or waiver of other rights or remedies.
29. This Agreement does not create any right or benefit enforceable by any person not a party to it

(within the meaning of the Contracts (Rights of Third Parties) Act 1999)

30. The invalidity, illegality, or unenforceability of the whole or any part of the Terms does not affect or impair the continuation in force of the remainder of the Terms.
31. By entering this competition, you indicate agreement to be bound by these terms and conditions