



Prize-Winner Terms and Conditions

Dear Prize-winner,

Firstly, congratulations on winning your prize which Black Tomato Agency will be fulfilling for you.

You may have already had some details from us or the brand you won the competition with, but the below are the Terms & Conditions relating to your acceptance of your prize.

By accepting your prize, you are agreeing to the terms and conditions set below [the "Winner Terms & Conditions"]

Congratulations again and have a wonderful experience.

From,
Black Tomato Agency Promotions Team



Winner Terms and Conditions

By accepting my prize with Black Tomato, I am accepting:

1. That you have complied with all of the terms and conditions set forth in the Official Rules of the Promotion and have committed no fraud or deception in entering or participating in the Promotion.
2. That you are not an employee (or other non-eligible party) of the Promoter, Black Tomato Ltd and the Sponsor or their affiliates and subsidiaries.
3. That you understand that you are solely responsible for the reporting and payment of any taxes on prizes and that it may waive its right to receive a prize. You understand that no cash or other substitution is allowed, and prizes are non-assignable and non-transferable. Individual components of prize package are subject to availability and Black Tomato, the Promoter and the Sponsor reserve the right to substitute one or more components of equal or greater value at their sole discretion. Once permission, written or verbal, is given to your Fulfilment Manager to proceed with your booking no further amendments can be made to their prize regardless of circumstance. Any changes will be at your own expense.
4. That you consent to the publication and to the inclusion of its name and/or entry to the Promotion in any advertising, marketing or promotional materials, in either tangible, intangible, electronic, or web/internet form and including but not limited to broadcast and/or webcast coverage of the Promotion, without further compensation or limitation. You agree that it shall have no right of approval, no claim to any compensation, and no claim arising out of the use, alteration, distortion or illusionary effect or use in any composite form of the undersigned's name, address, photograph or likeness.
5. That you understand and acknowledge and hereby waives and releases any and all rights, claims and causes of action whatsoever it may have Black Tomato, the Promoter and the Sponsor, their affiliates and their shareholders, directors, officers, employees and their appointed agents for any liability whatsoever for any claim, costs, injuries, losses, accidents, or misfortune relating to or damages of any kind arising out of or in connection with the administration and operation of the Promotion and of its acceptance or utilization of the prize(s) that it has won in the Promotion.
6. That all bookings must be redeemed within 12 months of the first contact by Black Tomato Ltd unless otherwise stated. Except if otherwise indicated, The Black Tomato Agency and/or its licensors own the copyright on all the information featured on this proposal and all related intellectual property rights.
7. That you agree to return immediately upon demand to Black Tomato Ltd or the Sponsor any prize(s) or the value of said prize(s) which has been or may be awarded to it if any statement made by it in this Affidavit is false. That you have read the above and that you fully understand its contents.
8. Our Privacy Policy is also available at: www.blacktomatoagency.com/privacy



Individual Prize Elements

These Terms and Conditions relate to all prizes that we fulfil. Some of these individual elements may not relate to your specific prize:

A. Spending Money

- I. Spending money will be provided in the form of a cheque, a BACS transfer or a pre-loaded Debit Card. If via a BACS transfer the spending money will be paid into the winner's account in advance of the winner departing.

B. Flights

- I. It is the winner's responsibility to have provided Black Tomato Agency with the correct names and dates, exactly as they appear on the passport. Any derivation of these will need to be changed at the point of departure and will be at the winner's own cost.
- II. It is up to the winner to check the status of the flight in advance of departure.
- III. Winner's should leave an appropriate length of time between arriving at the airport and the time of their flight (3 hours is recommended).
- IV. The winner should be aware of baggage restrictions and allowances on their flights.
- V. If the winner misses their flight it is not the responsibility of Black Tomato Agency to re book or arrange travel.
- VI. If the winner misses their flight and chooses to re book their own outbound travel it is their responsibility to alert the airline that they still require their inbound journey. Please note if this is not done the inbound journey will automatically be cancelled and the prize winner will be responsible for any and all costs for their inbound journey.

C. Hotels

- I. Your room and taxes are prepaid, however, you may be required to present a Credit Card to ensure against any incidentals such as mini bar, phone bill etc.
- II. When presenting a card at check in your hotel will put a hold over some of the available funds.
- III. Black Tomato will have paid for the room rate, and breakfast where specified. However, it may be the winner's responsibility to cover any resort taxes or room fees unless otherwise specified.

D. Transfers

- I. It is the responsibility of the prize winner to arrive on time for their pre-arranged transfers. If the prize winner misses their transfers Black Tomato relinquish the responsibility to arrange further transport.

E. Car hire

- I. The driver must be aged 25 years of age or older and have held a full and clean driver's license for 2 years.
- II. A valid credit card in the driver's name is required for a security deposit in all circumstances.
- III. Should you be unable to provide a credit card for the hire of the car we are unfortunately unable to honour this part of the prize.
- IV. Please make your Fulfilment Manager aware if you are unable to provide a valid credit card for your car hire at least 2 weeks in advance of your departure and we will attempt to



substitute the car hire for a monetarily equivalent, however this will be based on a case by case basis and is not guaranteed.

- V. Standard insurance cover is not included in the prize unless otherwise specified in the prize details.

- F. Speciality car hire

- I. The driver must be aged 25 years of age or older and have held a full and clean driver's license for 2 years.
- II. Classic Car/Speciality car hire may incur a large security deposit which will need to be paid in advance by the winner to cover incidentals such as collision waivers and wear and tear.
- III. A valid credit card in the driver's name is required for a security deposit in all circumstances.
- IV. Should you be unable to provide a credit card for the hire of the car we are unfortunately unable to honour this part of the prize.
- V. Please make your Fulfilment Manager aware if you are unable to provide a valid credit card for your car hire at least 2 weeks in advance of your departure and we will attempt to substitute the car hire for a monetarily equivalent, however this will be based on a case by case basis and is not guaranteed.
- VI. Standard insurance cover is not included in the prize unless otherwise specified in the prize details.

- G. Pre-paid dining

- I. The meal will be prepaid to the value detailed in the "Prize Includes" section of your prize, as shared with you by your Fulfilment Manager.
- II. Any expenses that are incurred over the value detailed will need to be paid by the yourself at the end of the meal.
- III. It is the winner's responsibility to inform the restaurant in advance of any food allergies.

- H. Adventure Sports

- I. No alcohol is to be consumed prior to this activity.
- II. The manager of the activity is within his/her rights to cancel the activity should they feel the winner is unfit to participate.
- III. The manager's decision is final and there will be no refund on the activity should they feel it necessary to halt the activity.

- I. Activities (Hot Air Balloon, Zorbing etc.)

- I. This activity is subject to the Terms & Conditions of the managing party.
- II. Specific rules, regulations and restrictions may apply and it is up to the winner to confirm the booking the day before and to adhere to the specific Terms & Conditions outlined in their personal travel pack and activity voucher (such as adverse weather conditions or weight, height and age limits.)
- III. It is the winner's responsibility to confirm and arrange pick up and drop off locations to their specific activity if outlined in their travel pack.

- J. Visas

- I. Black Tomato Agency is not permitted to complete visa applications for winners.
- II. For trips where visas are required we are able to advise and direct you as to how to apply.
- III. Visa applications will need to be completed, applied for and attended by the winners themselves.



K. Sporting tickets

- I. All tickets are subject to availability at the time of booking.
- II. Tickets exclude sold out events, Cup Finals, World Cups and Grand Slams unless otherwise stated.
- III. The Black Tomato Agency does not give licence or permission to use any brand name, celebrity name, fashion, entertainment or sporting event in the prize concept. Nor do we suggest or insinuate any established sponsorships and/or endorsements with the Promoter and /or sponsor or brand in question in relation too any tickets or events included in the prize package.

L. Travel Insurance

- I. Black Tomato will supply travel allowance for specific packages and this will be detailed in the "Prize Includes" section of your prize, as shared with you by your Fulfilment Manager.
- II. Travel Insurance allowance may also be included in your prize and this will be provided in the form of a monetary allowance paid by BACS transfer into the winners nominated bank account.

M. Spa treatments

- I. It is the winner's responsibility to inform the spa in advance of any pre-existing medical conditions such as pregnancy, allergies or any other dietary requirements.

N. Hard Goods

- I. No cash alternative is available; prizes are non-transferable and non-refundable.
- II. All items are subject to availability at the time of booking.
- III. Should the item be unavailable at the time of purchase a suitable alternative of similar value will be sourced.
- IV. All items will be delivered within 28 working days of the receipt of the winner's delivery details.
- V. The majority of items will require a signature upon delivery. Should the item be returned due to no signatory being unavailable Black Tomato Agency reserve the right to charge for a redelivery if required.
- VI. Should there be more than one item in your prize package, they may arrive in more than one delivery.

BY ACCEPTING YOUR PRIZE YOU ARE CONFIRMING THAT YOU HAVE READ, FULLY UNDERSTAND, AND AGREE WITH ALL OF THE ABOVE.