# TERMS AND CONDITIONS APPLICABLE TO HEALTH & WELLBEING MEMBERS SURVEY COMPETITION

The terms and conditions set out in this section apply to all of the competitions and draws operated by the Goodwood Group. Additional Terms and Conditions are included in Section 2.

## 1. WHO IS PROMOTING/SPONSORING THIS COMPETITION?

The promoter of this COMPETITION is GOODWOOD HEALTH & WELLBEING ("Goodwood"), registered office: Goodwood Health & Wellbeing, The Goodwood Hotel, New Barn Hill, Chichester PO18 0QB. You can contact Goodwood at the above address.

## 2. CAN I ENTER?

You are eligible to enter this COMPETITION if you meet the following requirements:

- You have completed the 2024 Goodwood Health & Wellbeing Member survey; and
- You have an active Goodwood Health & Wellbeing membership; and
- You are over the age of 18 years old; and
- You are NOT an employee or immediate family of an employee of any of the companies in the Goodwood Group; and
- You are NOT involved in any part of the administration and execution of this competition

## 3. RULES ABOUT ENTRY

Only one entry per person is allowed.

# 4. HOW ARE WINNERS SELECTED AND NOTIFIED?

We, or a company acting under our authorisation, in the presence of an independent adjudicator, will conduct one or more random drawings (depending on the terms of the particular draw) from all eligible entries received from entrants whose place of residence is within the UK.

If you are a potential winner, we will notify you by sending a message to the e-mail address, used at time of entry on the Members Survey. If our notification is returned as undeliverable, or we are unable to reach you for any reason, we may randomly select an alternate winner. If there is a dispute

as to who is the potential winner, we will consider the potential winner to be the authorised account holder of the e-mail address used to register.

If you are a potential winner, we may require you to sign a declaration of eligibility and liability/publicity release before the prize can be fulfilled. If you are a potential winner and you are under the age of 18, we may require that your parent / legal guardian sign a declaration of eligibility and liability/publicity release. If you, (or your parent/legal guardian if applicable), do not sign and return these required forms within the time period stated on the winner notification message, we may disqualify you (or the designated parent/legal guardian) and randomly select an alternative winner.

#### 5. WHAT OTHER CONDITIONS AM I AGREEING TO BY ENTERING THIS COMPETITION?

By entering this competition, you agree:

- To abide by the Rules;
- To the extent allowable under applicable law, to release and hold harmless Goodwood and its respective advertising and promotional agencies and COMPETITION judging organisation, the parent companies, subsidiaries, affiliates, employees, representatives, successors, assigns and agents from any and all liability or any injury, loss, damage of any kind or disappointment arising from or in connection with this competition or any prize won save with respect to claims resulting from death or personal injury arising from Goodwood's negligence and with respect to claims resulting from fraud or any other liabilities that may not be excluded by law;
- That Goodwood's decisions will be final and binding on all matters related to this competition;
- That by accepting a prize, Goodwood may use your personal data online and in print, or in any other media, in connection with this competition, without payment or compensation to you. The declaration of eligibility and liability/publicity release provided to the potential winner will make reference to obtaining your free consent to use your personal data.
- That you may be requested to take part in promotional activity and that your personal data, photographs and audio and/or visual recordings of you may be used in any publicity.

#### 6. WHAT LAWS GOVERN THE WAY THIS COMPETITION IS EXECUTED AND ADMINISTRATED?

In the event of any dispute regarding the Terms and Conditions, Rules, conduct, results and all other matters relating to this competition, the decision of Goodwood shall be final and no correspondence or discussion shall be entered into. These terms and conditions, the conduct of this promotion and the interpretation and enforcement of these terms and conditions shall be governed and construed in accordance with the law of England and Wales. The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this agreement.

#### 7. DATA PROTECTION

Goodwood shall use and take care of any personal information you supply to it as described in its privacy policy, a copy of which can be seen at

https://www.goodwood.com/termsandconditions/privacy-policy/ and in accordance with data protection legislation. By entering the competition, you agree to the collection, retention, usage and distribution of your personal information in order to process and contact you about your Competition entry, for the purposes outlined in paragraph 5 above and any other purposes provided these are notified to you and for which you have given consent.

# 8. CHANGING THESE TERMS

Goodwood reserves the right to cancel or amend the competition, or the Terms and Conditions at any time without prior notice. Any changes will be posted within these Rules. A copy of the Terms and Conditions may also be obtained by sending a stamped addressed envelope to: Competition Terms & Conditions, Goodwood Health & Wellbeing, The Goodwood Hotel, New Barn Hill, Chichester PO18 0QB

# 9. LIABILITY

Goodwood accepts no responsibility for any damage, loss, liabilities, injury or disappointment incurred or suffered by you as a result of entering the COMPETITION or accepting the prize.

Goodwood further disclaims liability for any injury or damage to your or any other person's computer relating to or resulting from participation in or downloading any materials in connection with the COMPETITION.

Nothing in these Terms and Conditions shall exclude the liability of Goodwood for death, personal injury, fraud or fraudulent misrepresentation as a result of its negligence.

#### **Section Two**

TERMS AND CONDITIONS APPLICABLE TO THE GOODWOOD HEALTH & WELLBEING MEMBERS SURVEY PRIZE DRAW

("Rules")

The terms and conditions set out in this section apply to the HEALTH & WELLBEING MEMBERS SURVEY PRIZE DRAW. Additional Terms and Conditions applicable to all draws are included in Section 1.

This promotion will be simply referred to as the "Event" throughout the rest of these Rules. In these rules, "we," "our," and "us" refer to Goodwood Health & Wellbeing, the sponsor of the draw. "You," "yourself" refers to an eligible draw entrant.

#### 1. WHAT ARE THE START AND END DATES?

This starts at 18:00 hrs British Summer Time (BST) on 19 June 2024 and closes at 23:59 hrs British Summer Time (BST) on 1 July 2024 ("Closing Date").

## 2. HOW DO I ENTER?

By completing the 2024 Goodwood Health & Wellbeing Members Survey <a href="here">here</a>. You must be a current Health & Wellbeing Member to take part in the survey and the competition.

## 3. WHAT ARE THE PRIZES?

The prize will consist of:

• One (1) voucher to redeem against a three-course meal for two including one side dish each, in the Farmer, Butcher Chef at The Goodwood Hotel.

If for any reason the advertised prize is unavailable, we reserve the right to substitute a prize of equal or greater value.

If you are selected:

- 1. The youcher will be valid for 12 months from the date of issue.
- 2. The voucher cannot be used on Bank Holidays and Goodwood Key Events. Subject to availability at the time of booking and further date restrictions may apply.
- 3. Beverages are not included.

- 4. Present the voucher to the Farmer, Butcher, Chef team on arrival and any extra expenses incurred must be settled upon departure.
- 5. Voucher cannot be extended, or replaced if lost or stolen.
- 6. You may not exchange your prize for cash or any other merchandise or services.
- 7. If you accept a prize, you will be responsible for all applicable taxes related to accepting the prize, if any.
- 8. Goodwood accepts no responsibility for any costs associated with the prize and not
- 9. specifically included in the prize (including, without limitation, gratuities and travel)
- 10. If you are a minor (being under the age of 18) we may award, at our sole discretion, your prize to your parent/legal guardian on your behalf.