INTERACTION WITH LIGHTFOOT – GENERAL COMPETITION & PRIZE DRAW TERMS AND CONDITIONS

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Introduction

The following terms and conditions apply to all competitions and prize draws promoted by the Promoter in any media online and/or on mobile. Please see end of these terms and conditions for details of the Promoter.

These general terms and conditions apply in addition to any specific terms and conditions which may be mentioned in any promotion of or messages about that competition or prize draw on any platform ("interaction information"). Where applicable, specific terms and conditions for each competition or prize draw, can be on the competition entry page. Together these general terms and conditions and the interaction information shall be referred to as the "interaction terms and conditions". To the extent that there is any inconsistency between these general terms and conditions and any interaction information, the interaction information will prevail.

The interaction terms and conditions may be amended at any time without prior notice. Any changes will be posted on the lightfoot.co.uk website. It is your responsibility to ensure you review the current interaction terms and conditions before entering any competition or prize draw.

By taking part in the competition and/or prize draw (as applicable), you accept and agree to the interaction terms and conditions. If you do not agree with any of the interaction terms and conditions then you should not take part in the competition and/or prize draw (as applicable).

We recommend that you save a copy of these terms and conditions for future reference during the competition and/or prize draw.

A. General Competition and Prize Draw Terms & Conditions

The following general terms and conditions apply to all competitions and prize draws.

1. Eligibility

1.1. Entrants must meet the eligibility requirements as specified in the interaction terms and conditions.

1.2. Entrants must be residents of the United Kingdom, Isle of Man or Channel Islands and must be aged 18 years or over at the time of entry, unless specified otherwise.

1.3. If selected as a winner of a prize draw or competition, the winner must provide an email address, contact number and/or a UK, Isle of Man or Channel Islands address for delivery of the prize. The Promoter will not deliver to any address outside the UK, Isle of Man or Channel Islands, unless otherwise specified by the promotor.

1.4. Employees of both Ashwoods Lightfoot Ltd and Ashwoods Electric Motors Ltd or other companies within the Ashwoods group of companies and/or those associated with the operation or promotion of the competition or prize draw, including without limitation the provider of the prize, are eligible to enter.

1.5. The Promoter reserves the right in its sole discretion to ask for evidence to verify the age, identity and/or eligibility of an entrant at any time, and to use any channels and methods available to carry out checks of any details provided. The Promoter may withhold delivery of a prize until it has received such evidence from the winner and failure to provide such evidence in a timely manner may result in forfeiture of the prize.

1.6. Where having a functioning Lightfoot device is a condition of eligibility, if your Lightfoot device is not functioning or is disconnected from the vehicle during the time of eligibility, you will not be eligible for any competitions unless the interaction information provides otherwise.

2. Entry

2.1. The opening date and closing date and time for entries are as indicated in the interaction information. If any date is not supplied it is ongoing until such time as an end date is specified. Any entries received before the competition or prize draw opens or after the closing date and time will not be counted.

2.2. For competition entry, entrants must answer the question(s) or complete the task(s) specified (for example, achieving Elite Driver status (85% or more)) and submit the information as indicated in the interaction information. For prize draw entry, entrants must submit the information as indicated in the interaction information.

For entry into a competition, entries must have an up to date Lightfoot subscription either paid by the fleet management or through our private motorist subscription.

2.3. Entrants may be required to provide their full name, full contact telephone number (including area code if providing a landline number) or other method of contact (if applicable), email address and/or any other information as specified at the time of entering the promotion. This information cannot be amended once an entrant has entered the promotion.

2.4. Each entrant will be charged the cost of entry (if any) as indicated in the interaction information. Any cost of entry and/or entry delivery costs includes taxes (where applicable). If you fail to pay for any entry for which there is an entry fee, we may exclude that entry and any associated bonus free entries, bonus points and/or entries made by using bonus points.

2.5. The Promoter cannot guarantee that entries submitted by eligible residents of the United Kingdom, Isle of Man and the Channel Islands from outside the UK, Isle of Man and Channel Islands will be entered into the promotion.

2.6. Entry to the promotion must be by the applicable method(s) as indicated in the interaction information which may include any (but not necessarily all) of the following:

2.6.1. Web or app entry: Web or app entrants are required to follow the instructions on the website as indicated in the interaction information. Internet service providers' fees may apply when accessing the internet. By using the website, entrants also agree to the Lightfoot Services Terms of Use available at www.lightfoot.co.uk/terms. On occasion we may award bonus points for entering our competitions online/via our app which can be redeemed against 'point only' competitions at our sole discretion. We may also award you bonus points for engaging with the content on our site, or for other activities as specified by us. You can see your current bonus points balance by logging on to the website/app and clicking on "My Points". Bonus points are non-transferable and currently have no monetary value. The Promoter reserves the right to introduce a monetary value at its discretion. We have no liability in the event that bonus points cannot be used, including where they are lost or are not redeemable against a competition. Bonus points may be withdrawn or invalidated by us at any time for any reason, with or without notice. We may also cap the number of bonus points that any individual is allowed to hold at any one time.

2.6.2. Social Media entry: Social Media (for example but not limited to Facebook, Twitter, LinkedIN) entrants are required to follow the instructions on the platform and as indicated in the interaction information published on Lightfoot.co.uk/prizes. Service provider fees may apply when accessing the platforms, the promoter is not liable to pay these fees. Entrants should follow any regulations that social media providers may impose.

2.7. Entries must not be sent in through agents, third parties or on behalf of another person unless otherwise specified in the interaction information. Such entries are void. Bulk entries are void and cannot be accepted.

2.8. Any entries which are above the maximum number of entries for each method of entry as specified in the interaction information or which are incomplete, without all the required

information, inaudible, incomprehensible, incorrectly submitted, lost, damaged in any way, made or received after the deadline for receiving entries has passed or which are not received by the Promoter or are not otherwise in accordance with the interaction terms and conditions are invalid and will be discounted.

2.9. In the event of any fault, mistake, misunderstanding or dispute concerning the correctness or acceptability of any answers given by entrants, or the operation of any part of the competition or prize draw service, networks or systems, the decision of the Promoter shall be final.

2.10. Where entrants are required to submit a contribution (which may include but is not limited to photograph(s), video, audio, live-media images, drawings and/or other similar designs) as part of their entry, entrants also agree to Lightfoot's General Participation Terms which apply. It is recommended that entrants send in copies rather than original material as such material will not be returned unless otherwise specified in the interaction information.

3. The Prize

3.1. The prize is as specified in the interaction information. Unless otherwise stated in the interaction information, each entrant is limited to winning one prize per competition or prize draw.

3.2. The prize is subject to availability and to winner confirmation, i.e. the Promoter has managed to contact the winner and confirm eligibility. The prize is also subject to the terms and conditions of the prize provider, their agents, and where applicable to the terms of the venue and/or the manufacturer.

3.3. Any prize elements including travel and/or accommodation will be subject to availability. Certain dates may be excluded when the winner may not take up the prize. Where the prize involves travel or accommodation on a date and/or to a destination to be chosen by the winner, the Promoter reserves the right to determine a final date by which the prize must be taken. Where the prize necessitates travel and/or attending an event on a specific date, the winner must be available on the date(s) specified by the Promoter in the interaction information and no alternative dates will be available.

3.4. Unless otherwise specified, all elements relating to a prize including travel and/or accommodation must be taken up during one period, and not on non-consecutive dates. The winner (and their companion(s) if applicable) will be required to hold a valid passport, any required visas and/or other necessary travel documentation. Where the prize relates to travel for more than one person, the winner and their companion(s) must travel together, departing from and returning to the same location at the same time and on the same itinerary. The prize provider and/or their agents cannot guarantee that seats will be adjacent to each other.

3.5. Where the prize includes a cheque, voucher or gift card, such prize will be made payable in pounds sterling in the name of the winning entrant only and such cheque, voucher, or gift card

cannot be made payable to any third party. No other form of payment than that indicated in the interaction information will be provided to the winner.

3.6. The Promoter, prize provider, the issuer of the vouchers or gift cards and their agents reserve the right to refuse to accept vouchers and/or gift cards which are deemed to have been tampered with, defaced, duplicated, damaged or which otherwise are suspected to be affected by fraud or which have been lost or stolen following delivery.

3.7. The winner (and where applicable, their companion(s)) is (are) required to comply with all instructions and requirements as may be specified by Lightfoot or any authorised third party to receive and/or take up the prize, including but not limited to providing responses within specified time frames, adhering to the itinerary, completing any required forms and delivering any required documentation. The Promoter will not be liable to the winner or any other persons where they fail to comply with such instructions and such failure may result in forfeiture of the prize.

3.8. The winner (and where applicable, their companion(s)) may be required to provide their signature as proof of their agreement to relevant waivers, releases and/or consents when taking up the prize. Failure to sign any relevant documentation may result in forfeiture of the prize.

3.9. The prize excludes all other costs and arrangements not expressly included in the prize (as stated in the interaction information). Additional charges and expenses incurred for goods, services, attractions, facilities, upgrades, activities and events not expressly included in the prize are payable solely by the winner (and where applicable their companion(s)). The Promoter will not be held liable where such charges and/or expenses are incurred, and no refund or reimbursement will be made. The Promoter will accept no responsibility where the winner is unable to pay in full any such charges and/or expenses.

3.10. For delivery of the prize, you may be required to be available at a specified time and place.

3.11. No cash equivalent (where applicable) or alternative prize will be given at the request of the winner and the prize is non-transferable and non-exchangeable. If the winner decides to take up and then sell on the prize (where such onward sale is permitted) Lightfoot will not be required to provide any guidance on such sale, and the winner acknowledges that the onward sale price may be lower than the retail or advertised price. However, the Promoter reserves the right to change the prize or any part of the prize to an alternative of equal or greater value for any reason in its sole discretion including without limitation due to circumstances beyond its control or if any part of the prize becomes unavailable. If for any reason the winner chooses not to take up the prize or any part of the prize, the Promoter reserves the right to ask the winner to confirm this in writing and, whether or not such confirmation is received, the Promoter will be able to retain or dispose of the prize (or part of the prize) at its own discretion.

3.12. The Promoter may refuse to provide a prize, or seek its recovery, in the event of non-entitlement under the interaction terms and conditions or an entrant's breach of the interaction terms and conditions, fraud or dishonesty.

3.13. Unless the prize is time critical (as set out in section 5.2), the Promoter or prize provider(s) endeavour to deliver the prize to the winner within twenty-eight (28) days from the date of winner confirmation unless stated otherwise in the interaction information. If the prize is time critical the Promoter or the prize provider(s) endeavour to deliver the prize to the winner as soon as reasonably practicable before the necessary time to take up the prize.

3.14. The Promoter, prize provider and their agents will not be liable where a prize has been lost, damaged or stolen following delivery and such prize will not be replaced.

4. Winner Selection

4.1. Where the winner is randomly selected, the draw for the winner will take place within one week of the closing date and time for all entries unless otherwise specified in the interaction information. Unless stated otherwise in the interaction information, the winner will be the first entry drawn at random from all valid entries, subject to eligibility and winner confirmation Where the winner is not randomly selected, the interaction information will detail the judging criteria on which the winning entry will be selected.

5. Winner Contact

5.1. *General contact:* The winner will be contacted as soon as practicable on or after the draw date or judging date (as appropriate) as indicated in the interaction information. Reasonable efforts will be made to contact a winner via the email address associated with their account or such other method of contact deemed appropriate by the Promoter in its sole discretion in the circumstances. Unless the prize is time critical or time sensitive, the Promoter will try to contact the winner over a 28-day period. It is not the responsibility of the Promoter if the recipient does not see the email sent.

5.2. *Time critical:* Where the prize must be taken up within 1 month of the close date of the competition, the competition will be considered “time critical”. As a winner needs to be found before the time to take up the prize passes, the interaction information will indicate the date(s) when entrants must be contactable and the Promoter will try to contact the winner via the email address (or other method of contact (if appropriate)) provided during that period and, if none specified, 7 days.

5.3. If the winner cannot be contacted or successful contact is not made within the time periods set out in clauses 5.1 to 5.3 above or as otherwise set out in the interaction information (as applicable) or if the winner fails to meet any of the eligibility requirements or is otherwise unable to comply with the interaction terms and conditions, this may result in forfeiture of the prize and the Promoter reserves the right to disqualify that entrant (without further liability to that entrant) and offer the prize to the next eligible entrant and thereafter until a winner is found.

Alternatively, the Promoter reserves the right to repurpose the prize for a different prize or draw if considered more appropriate.

5.4. Any entrant and/or winner must comply with any directions given to him or her by the Promoter, prize provider(s) and/or their agents and with all relevant laws, rules and regulations, restrictions and itinerary. Failure to comply with instructions, itineraries, rules, restrictions, requirements, laws and guidelines may result in an invalid entry and/or forfeiture of the prize.

5.5. Some interactions will enable the winner to claim their prize directly through the app. Entrants should refer to individual interaction information for further details.

6. Manipulation of services

6.1. The Promoter is committed to operating customer competitions and prize draws, fairly and to prevent abuse of its systems, as well as those of its agents and sub-contractors.

6.2. For this reason, the Promoter reserves the right to disqualify and/or discount entries if they have reasonable grounds to suspect, at their sole discretion, with regard to all the circumstances and information available at the relevant time, any of the following:

6.2.1. activity has occurred that is designed to excessively manipulate the outcome of a competition or prize draw; or

6.2.2. entries have been made in breach of the interaction terms and conditions; or

6.2.3. there has been any activity which the Promoter consider is designed to provide an unfair advantage to the entrant including without limitation use of automated or semi-automated technology; or the making or disguising of multiple entries or votes by an individual entrant.

6.3. If we have reason to believe that an individual entrant to our competitions or prize draws has made multiple entries where such is not permitted, we may (in our sole discretion) ban that individual from future competitions or prize draws.

7 Liability

In relation to all competitions and prize draws, promoted by the Promoter:

7.1. Nothing in the interaction terms and conditions restricts your statutory rights as a consumer. For more details on these statutory rights you should contact your local Trading Standards Office or Citizens Advice Bureau.

7.2. Nothing in the interaction terms and conditions shall exclude or limit the Promoter's or Lightfoot group's liability for death or personal injury caused by their staff or suppliers' negligence or for fraud or for any other liability which cannot be limited or excluded by law or regulation.

7.3. The Promoter cannot promise that the services relating to a competition or prize draw will be free from errors or omissions nor that they will be available uninterrupted and in a fully operating condition. These services may be suspended temporarily and without notice in the case of any problem with any network or line, system, server, software, or for any technical malfunction or failure, maintenance or repair or for reasons reasonably beyond the control of the Promoter. Subject to 8.1 and 8.2, the promoter does not accept responsibility where all or any part of the service relating to a competition or prize draw is discontinued, modified or changed in any way.

7.4. Subject to 7.1 and 7.2, the Promoter:

a) does not accept responsibility for any fault, malfunction, damage, loss or disappointment suffered by you as an entrant or participant howsoever arising from participating in a competition or prize draw or from accepting any prize whether due to any error, omission by the Promoter or their employees, agents or others or by any other cause.
b) is not responsible for any damage or loss caused to you (i) which is not reasonably foreseeable to you and to Lightfoot, when you enter a competition or prize draw or (ii) is reasonably foreseeable to you and to Lightfoot on entry but is only indirectly related to you entering or participating in a competition or prize draw.
c) will not be liable to reimburse the cost or expenses incurred in making a competition or prize draw entry where applicable.
d) does not accept responsibility in the event that any entry is lost, delayed or not properly received, registered or recorded or for any incorrectly addressed or undelivered competition or prize draw entries or for any disruption, delay or misdirection of such entries.
e) reserves the right to amend any element of a competition or prize draw for reasons beyond their reasonable control, including but not limited to the unavailability of the competition or prize draw entry platform before the closing date, or for strike, lock-out, labour dispute, illness or act of God, and not responsible for any loss or damage caused to you as a result of any of these occurrences.
f) shall not be responsible for any loss you suffer as a result of the Promoter dealing in good faith with anyone other than you who has access to any such email address. It is your responsibility to ensure that you control access to any email address that you use to enter.

7.5. You agree to reimburse The Promoter in respect of any damages suffered by the Promoter or any losses by the Promoter resulting from any claim made by a third party in each case in respect of any matter arising from your use of the services relating to the competition or prize draw in breach of the interaction terms and conditions or from your violation of any applicable law or regulation.

8 Privacy

8.1. Information and data ("personal data") which is provided by you when you enter a competition or prize draw will be held by the Promoter and may be used by the Promoter and

their service providers, network operators, suppliers and contractors for the purposes of administering and fulfilling the competition or prize draw. Further details of how any personal data will be used are set out below and in Lightfoot's Privacy Notice at www.lightfoot.co.uk/privacy and you agree to this use of your personal data when you participate in our competitions or prize drawers.

8.2. Generally, we will only send you marketing messages if you indicate that you consent (e.g. by "opting-in") to receiving such messages. By choosing to interact with our services, you will be indicating that you consent to receiving marketing messages from us in respect of similar products and services. You can avoid receiving these communications by unsubscribing at any time via the email you are sent.

8.3. The Promoter and/or the prize provider may send personal data of participants to a competition or prize draw (and where applicable, companion(s) of a winner) to third parties outside the European Economic Area, for the purposes of administering the prizes and by entering you agree to such transfer for these purposes.

8.4. By taking part in the competition or prize draw you agree to participate in publicity at the Promoter's request if you are the winner of a competition or prize draw. You agree that the Promoter (or any third party nominated by the Promoter) may in its sole discretion (and in accordance with any existing contractual terms & conditions between the Promoter, and the customer (for example, a fleet contract)) use the winner's (and if applicable their companion's) name and image and their comments relating to the prize and their experience for future promotional, marketing and publicity purposes in any media worldwide without notice and without any fee being paid.

8.5. If you are the winner of a competition or prize draw you agree that the Promoter may list your name and location on the winners' page of the Lightfoot website(s) and may publish or announce your name and location elsewhere as Lightfoot determines in its sole discretion.

9 General

9.1. You agree that you do not have any commercial relationship with The Promoter, and that you are not an agent of the Promoter.

9.2. The interaction terms and conditions are available in English only and shall be exclusively governed by and construed in accordance with the laws of England unless the entrant to a competition or prize draw is a Scottish or Northern Irish resident in which case he/she may choose the law of their residence and they irrevocably submit to the exclusive jurisdiction of the courts of England and Wales again unless the entrant to a competition or prize draw is a Scottish or Northern Irish resident in which case they may choose the courts of their residence in Scotland or Northern Ireland.

9.3. These terms and conditions were last updated on 27 November 2019.

10 Accessibility

10.1 If you require any information or any of our services (including our winner contact process) to be provided to you in an alternative format to those described above for accessibility reasons, we will be happy to discuss your requirements and endeavour to provide a suitable alternative. Please contact Lightfoot Customer Support which can be contacted by phone on 01392 340419 or by email at support@lightfoot.co.uk

11. Contact Details and Further Information

11.1. If you have a comment, query or complaint about any interactivity provided by Lightfoot you may register it with Lightfoot Customer Engagement Team who can be contacted by phone on 01392 341150 or by email at support@lightfoot.co.uk. You will need to provide some or all of the following information:

(a) Your name
(b) Your email address
(c) A contact telephone number you can be reached on, if necessary(d)
(e) The date(s) and time(s) when you experienced problems
(f) The nature of the problem you experienced
(g) Your Vehicle registration number
(h) When and where Lightfoot was fitted
(i) Make/model of the Lightfoot device for diagnostic purposes (if known)
(j) The competition or prize draw name

Queries will be addressed as soon as possible.

11.2. For a copy of these terms and conditions in another format please contact Lightfoot Customer Engagement as set out above. If you would like interaction information relating to a specific interactive event, then include the name of the specific interactivity in your application.

12. The Promoter:

For all interactivity, the Promoter is Ashwoods Lightfoot Limited, Innovation Valley, Harcombe Cross, Chudleigh, Exeter, Devon, TQ13 0DG a company registered in England and Wales. Company Registration Number. 8287918 VAT No. B 151 8255 17, and these terms and conditions apply as between you and Ashwoods Lightfoot Limited (unless specified otherwise in the interaction information).