

# Competition Conduct Terms & Conditions

## 1. Introduction

- 1.1. Classlist reserves the right to alter these Terms and Conditions at any time.
- 1.2. Where alterations constitute a material change, users will be notified through the email associated with their account. What constitutes a material change shall be determined by Us at our sole discretion, in good faith, using common sense.
- 1.3. A prudent participant of a competition will:
  - 1.3.1. Read the Terms and Conditions;
  - 1.3.2. Check the content of all available documents relating to the competition and the Prize;
  - 1.3.3. Take professional advice where appropriate.
- 1.4. The Terms and Conditions assume that each Host, Entrant and Winner has acted like a prudent individual. If you choose to participate in a competition without taking normal precautions, you do so at your own risk.
- 1.5. If you enter a competition or otherwise participate in a competition it is on the basis that you accept these Terms and Conditions. They govern Classlist's relationship with you, the Host, Entrant and the Winner.
- 1.6. Classlist does not offer any competitions in any jurisdiction where such an offer or solicitation is unlawful or would impose any unfulfilled registration, qualification, publication or approval requirements.
- 1.7. It is your responsibility to ensure that you are not located in a jurisdiction where it is not unlawful for you to enter in, participate or host such competitions.

## 2. The Promoter

- 2.1. The promoter of all competitions is 'Classlist'
- 2.2. Classlist operate prize competitions that are free from regulation under the Gambling Act 2005, in the United Kingdom.

- 2.3. Although the term 'raffle' is often referred to on Our Platform, this is for marketing and search engine optimisation purposes only and due to the fact that each entrant is required to answer the Competition Entry Question upon entering, all competitions hosted on Our Platform are therefore legally considered 'Prize Competitions' and not raffles.
- 2.4. For further information about the laws and regulations on raffles and prize competitions, please visit [www.gamblingcommission.gov.uk](http://www.gamblingcommission.gov.uk)

### **3. Hosting a competition**

- 3.1. Each competition shall be hosted by the Host on Our Platform.
- 3.2. To host a competition:
  - 3.2.1. Hosts must not be physically located in or be resident of a jurisdiction where it is unlawful to Host a competition; and
  - 3.2.2. the Host must be aged 18 years or over
- 3.3. Only those with a verified Classlist account can host a competition.
- 3.4. By agreeing to hosting a competition with Classlist you are deemed to be bound by the Terms and Conditions.
- 3.5. Hosts are responsible for providing or selecting the following information on the Particulars including:
  - 3.5.1. the competition title;
  - 3.5.2. the competition summary;
  - 3.5.3. Prize description and delivery/collection options;
  - 3.5.4. images;
  - 3.5.5. promotional image;
  - 3.5.6. the price per ticket;
  - 3.5.7. the total number of tickets available for sale if not unlimited;
  - 3.5.8. a proposed end-date and time;
- 3.6. Classlist reserves the right to cancel any competition at any time without reason.

#### **4. Service Charges and Fees**

4.1. The Host will pay the Service Charges of 7.5% on Our Platform.

#### **5. How to enter a Competition**

5.1. Each competition will run from Opening Date to the Closing Date inclusive.

5.2. In order to enter a competition, each Entrant must either:

5.2.1. Select the paid entry option which requires them to:

5.2.1.1. Submit their answer to the respective Competition Entry Question for that competition (each competition has a different Competition Entry Question which will be a test of your skill or knowledge).

5.2.1.2. Pay for the number of tickets they wish to purchase.

5.2.2. Submit a Postal Entry

5.3. Entering a competition is not dependent on answering the entry-question correctly and tickets are issued no matter which answer was selected by the Entrant. However under the rules set by the Gambling Commission in relation to the Gambling Act 2005, only tickets that contain the correct answer to the Competition Entry Question, or Postal Entries will be entered into the final draw for the relevant competition.

5.3.1. By purchasing a ticket and/or entering a competition, each Entrant (including the Winner) agrees to be bound by these Terms and Conditions.

#### **6. Eligibility**

6.1. To enter a competition:

6.1.1. An Entrant must not be physically located (at the time of entry to a competition) in a jurisdiction where it is unlawful to enter a competition; and

6.1.2. The Entrant must be aged 18 years or over.

6.2. The following people may not enter a competition:

- 6.2.1. employees or people with significant control of Intrepid Ant, trading as Classlist (Company Registered No. 08621032) or its holding or subsidiary companies;
- 6.3. By entering a competition, an Entrant is deemed to confirm that they are eligible to do so and eligible to claim the Prize they may win.
- 6.4. Classlist reserves all rights to disqualify any Host, Entrant or Winner if their conduct is contrary to the spirit or intention of the platform.
- 6.5. Only Users of Classlist are eligible to enter competitions hosted on Our Platform.

## **7. The Prize**

- 7.1. The Prize for each competition is set out in the Particulars.
- 7.2. The Host agrees to transfer the Prize to the Winner

## **8. Winners**

- 8.1. Each ticket that contains the correct answer to the respective Competition Entry Question will be entered into the draw for that respective competition.
- 8.2. On the Closing Date of a competition a Winner will be selected randomly by Classlist's automated system. The decision of Classlist is final and no correspondence or discussion will be entered into.
- 8.3. Claiming the prize
- 8.4. Classlist does not accept any responsibility if the Winner is not able to take up the Prize.

## **9. Delivery/Collection**

- 9.1. Delivery of the Prize is not included unless specifically stated in the Particulars and as such the Host and the Winner will need to deal with this directly between them. If collection of the Prize is possible then the Host and Winner must communicate directly to arrange and agree on a suitable date and time for both parties.
- 9.2. The Host is obliged to take all reasonably necessary steps to ensure safe exchange of the Prize and is expected to obtain all relevant shipment/collection or delivery receipts in case proof is needed in the event of a dispute.

- 9.3. In the event that the Host and Winner must meet to exchange the Prize it is the responsibility of both the Host and the Winner to ensure that the Winner Accepts the prize.

## **10. Acceptance and Disputes**

- 10.1. All participants to a competition agree that Classlist's decision on the conduct of any competition is final.

## **11. Limitation of liability**

- 11.1. To the extent permitted by law, Classlist do not owe the Winner, the Host or any Entrant any duty of care and they will not in any circumstances be responsible or liable to compensate the Winner, the Host or any Entrant or accept any liability for any loss, damage, personal injury or death occurring as a result of taking up the prize except where it is caused by the negligence of Classlist, your statutory rights are not affected.

## **12. Ownership of competition entries and intellectual property rights**

- 12.1. Classlist does not claim any rights of ownership in your competition.
- 12.2. Classlist reserves the right to remove any content hosted on Our Platform from for any reason, including but not limited to, the content has been reported, may be found offensive (as reasonably determined by Classlist) or is in breach of a third party's legal rights.
- 12.3. Any participant including the Host, Entrant and the Winner, in using the service provided by Classlist, accepts full responsibility for ensuring their chosen username and any content hosted on Our Platform does not infringe a third party's rights, including but not limited to, the infringement of intellectual property rights such as trademarks.
- 12.4. In using Classlist's services (including Our Platform), you represent and warrant that:
- 12.4.1. you are a not physically located in or are a resident of a jurisdiction where it is unlawful to host and/or participate in such competitions at the time when you use Classlist's services; and
  - 12.4.2. any content you share as any type of participant through Our Platform does not violate privacy rights, copyrights, contract

rights, intellectual property rights, or any other rights of any third person;

- 12.4.3. any content you share as any type of participant through Our Platform does not constitute a breach of contract between you and a third party; and
- 12.4.4. as a Host, you have legal claim to items selected for and or offered as a competition prize and have the right to offer the prize to the winning participant, and have the rights to grant any required license set out in paragraph 14.3.
- 12.5. You accept that Classlist will carry out technical functions as necessary to offer our services, including but not limited to, transcoding, and/or formatting and reformatting content to enable it's use on Our Platform.
- 12.6. Data protection and publicity
- 12.7. Classlist will only process your personal information as set out in the [Privacy Policy](#) page of Our Platform.

### **13. Unacceptable Behaviour**

- 13.1. All participants (Hosts, Entrants and Winners) must in relation to any competition refrain from unacceptable behaviour.
- 13.2. Unacceptable behaviour includes, but is not limited to:
  - 13.2.1. behaviour likely to affect the enjoyment of other participants (Hosts, Entrants and Winners);
  - 13.2.2. the use of threatening, abusive or insulting words or behaviour towards other participants (Hosts, Entrants and/or Winners) or Classlist staff;
  - 13.2.3. acting in a way that can cause or is likely to cause damage, nuisance or injury towards Classlist and other participants (Hosts, Entrants and/or Winners) and their property;
  - 13.2.4. cyber bullying, harassment or acting in an intimidating or threatening nature.
- 13.3. Any unacceptable behaviour by any participants (Hosts, Entrants and/or Winners) will entitle Classlist (at its sole discretion) to forfeit any rights such participant (whether they are a Host, Entrant and/or

Winner) may have accrued pursuant to the Terms and Conditions and/or any competition that are participating in (whether as a Host, Entrant and/or Winner).

- 13.4. Classlist reserves the right to remove any content and/or user of Our Platform without providing an explanation.
- 13.5. Classlist's decision in relation to unacceptable behaviour is final and legally binding on all parties and no correspondence or discussion will be entered into.

#### **14. General**

- 14.1. If there is any reason to believe that there has been a breach of these Terms and Conditions, Classlist may, at its sole discretion, reserve the right to exclude You from participating in any current or future competitions and in addition Classlist may at its sole discretion ban you from using Our Platform.
- 14.2. Classlist reserves the right to hold void, suspend, cancel, or amend any competition where it becomes necessary to do so.

#### **15. Service Level and Interruption**

- 15.1. You accept that on occasion there may be interruptions to Our Platform for scheduled maintenance or upgrades, or emergency repairs, or due to failure of telecommunication services and equipment which are beyond Classlist's control.
- 15.2. Classlist will use reasonable efforts to ensure that Our Platform remains available for you to access and use in accordance with these Terms and Conditions. However, You acknowledge that Classlist does not guarantee that Our Platform will be available at all times, or be error or interruption free.

#### **16. Force Majeure**

- 16.1. Classlist, any Host, or Partner will not be in breach of these Terms and Conditions nor liable for delay in performing, or failure to perform, any of its obligations under these terms and conditions if such delay or failure is due to a Force Majeure Event.
- 16.2. On the occurrence of a Force Majeure Event, competition Hosts and Partners shall be entitled to a reasonable extension of time for performing any applicable obligations, as to be determined by Classlist

in their sole reasonable opinion. If the period of delay or non-performance continues for 4 weeks Classlist may:

- 16.2.1. terminate the competition on two days' written notice to the Host of such a competition, or
- 16.2.2. in the instance where a competition has concluded and the Host and or Partner have not yet sent the prize detailed in the competition Particulars to the winning Entrant, Classlist will allocate the income from the competition to the rightful winning Entrant.

## **17. Entire Agreement**

- 17.1. These Terms and Conditions constitute the entire agreement between Classlist and you. Any previous agreements, promises, representations and understandings, regarding the subject of these terms and conditions, whether written or oral, are superseded and extinguished.

## **18. Waiver**

- 18.1. No failure or delay by Classlist to exercise any right or remedy provided by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

## **19. Severance**

- 19.1. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the terms and conditions.

## **20. Third party rights**

- 20.1. These terms and conditions do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these conditions.



## **21. Governing law**

- 21.1. These terms and conditions, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England.

## **22. Jurisdiction**

- 22.1. Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms and Conditions or their subject matter.