

1. Eligibility

- 1.1. The **“Request a hardware quote this November and be entered into a prize draw!”** prize competition (**“the Competition”**) is a prize competition open to existing Giacom Partners who have signed a Distribution Agreement. The Competition is not a lottery.
- 1.2. The promoter is Giacom (Communications) Limited (**“Giacom”**), whose registered office address is at Milton Gate, 60 Chiswell Street, London, EC1Y 4AG (registered company number 04211657). Enquiries relating to the Competition (including enquiries about personal data collected about you as a result of your entry) should be addressed and sent to Giacom at the above address or by email to marketingmobile@giacom.com.
- 1.3. The Competition is not open to directors, employees or agents of Giacom or its group companies, or their family members.
- 1.4. Entering the Competition using a false name or address or via an agent or third party is not permitted and will result in disqualification of your entry. Entrants shall at all times act in good faith towards Giacom and in respect of the Competition.
- 1.5. Entries which are not submitted in accordance with these Terms and Conditions will be disqualified.

2. How to Enter

- 2.1. The Competition opens at 9.00am on Thursday 7 November 2024.
- 2.2. The Competition closes at 5.00pm on Friday 29 November 2024 (**“Closing Date”**).
- 2.3. Entrants must request a quote for Distribution Hardware through Giacom’s Hardware sales team.
- 2.4. The Competition closes on the Closing Date. If you have not complied with the requirements set out in condition 2.3 above on or before the Closing Date, your entry will not be eligible for the Competition.
- 2.5. The issue of whether, and at what time, an entry was submitted for the Competition shall be conclusively determined by the date and time stamp shown on the digital entrance badges.
- 2.6. Giacom will not accept responsibility for Competition entries that are lost, mislaid, damaged or delayed in transit, regardless of cause, including, for example, as a result of any postal failure, equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind.
- 2.7. There is no charge for entering the Competition and no purchase is necessary.
- 2.8. One entry per person only. Joint entries will not be accepted.

2.9. Entries made online using methods generated by a script or macro, or made using automated devices, will not be counted.

2.10. By entering the Competition, you will be deemed to have accepted and become bound by these Terms and Conditions.

3. The Competition

3.1. The winners of the Competition will (subject to eligibility) win either of the following only;

3.1.1. a Google Pixel 9

3.1.2. a Samsung Galaxy Watch 4

3.1.3. a Samsung Galaxy Buds2 Pro

3.2. There are three prizes available operated on a raffle system. Each partner is limited to one entry.

3.3. Giacom reserves the right to replace the prizes (or any part of it) with an alternative prize of equal or higher value if the original prize offered (or any part of it) ceases to become available.

3.4. Prizes are subject to availability. There is no cash alternative for the prize.

3.5. Giacom will not replace any lost, mutilated or stolen prize items.

3.6. The prizes are not negotiable, are non-exchangeable and are non-transferrable.

4. Winner Announcement

4.1. The winner will be picked at random from all eligible Competition entries.

4.2. Three partners will be selected the first winning the prize detailed in clause 3.1.1, the second winning the prize detailed in clause 3.1.2 and the third winning the prize detailed in clause 3.1.3.

5. Claiming the Prize

5.1. Following the selection of the winners, Giacom will contact the winning entrant via telephone and/or email message through their designated first point of contact provided to Giacom upon execution of the Distribution Agreement or as further updated before 4 December 2024, and will ask the winning entrant to confirm their postal address where they wish Giacom to send the prize to.

5.2. If any winning entrant is not contactable within 14 days of Giacom attempting to contact them as described in condition 5.1 above, Giacom reserves the right to offer their prize to another entrant selected at random (in which case Giacom will attempt to contact that

person, and the claim procedure described in these Terms and Conditions shall be repeated until the relevant prize is validly claimed).

- 5.3. Giacom does not accept any responsibility if you are not able to take up any prize or if you do not wish to use any prize.
- 5.4. Giacom reserves the right to oblige each winning entrant to provide documentary proof of identity, age and residence before they may claim their prize.

6. Limitation of Liability

- 6.1. Giacom shall under no circumstances whatsoever be liable, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Competition or the entrant accepting or using any prize except for any liability which cannot be excluded by law (including but not limited to Giacom's liability for death or personal injury as a result of its negligence, or for fraud or fraudulent misrepresentation). Nothing in these Terms and Conditions shall limit or affect your statutory rights.
- 6.2. Giacom will not be liable for any damage, loss or disappointment incurred or suffered by any person as a result of that person entering the Competition, not being able to take part in the Competition or accepting any prize.
- 6.3. Giacom excludes its liability for any injury or damage to your or any other person's computer relating to or resulting from any person's participation in, or downloading of any materials in connection with, the Competition.
- 6.4. Giacom reserves the right at any time to modify or discontinue, temporarily or permanently, the Competition with or without prior notice due to reasons unforeseen or outside its control (including, without limitation, in the case of anticipated, suspected or actual fraud). The decision of Giacom in all matters relating to the Competition is final and binding and no correspondence will be entered into by Giacom in relation to such decisions. Unsuccessful entrants will not be contacted.
- 6.5. Giacom shall not be liable for any failure to comply with its obligations where the failure is caused by the act or default of a third-party supplier or any circumstances beyond Giacom's reasonable control. Such circumstances shall include, but not be limited to, weather conditions, fire, flood, strike, industrial dispute, pandemics, epidemics, supervening legislation or government instruction, equipment failure, technical malfunction, or any systems, satellite, network, server, computer hardware or software failure of any kind.
- 6.6. If there is any reason to believe that there has been a breach by you of these Terms and Conditions, Giacom may, at its sole discretion, exclude you from participating in the Competition.
- 6.7. These Terms and Conditions shall be governed by English law, and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

6.8. Giacom reserves the right to amend these Terms and Conditions at any time.

6.9. The Competition is in no way sponsored, endorsed or administered by, or associated with, Microsoft or any other third party.

7. Data Protection and Publicity

7.1. Any personal information provided by or relating to each Competition entrant in connection with the Competition will be held and used only by Giacom, its agents and suppliers to administer the Competition.

7.2. Giacom will carry out the data processing activities referred to in condition 7.1 above on the basis that it is in Giacom's legitimate interests to do so and those interests are not overridden by any interests or fundamental rights and freedoms of the relevant Competition entrant or any other individual.

7.3. If you object to any or all of your name, county and winning entry being published or made available as described in condition 7.2 above, please contact Giacom via marketingmobile@giacom.com or make Giacom aware upon entry to the event venue. Please note however that in such circumstances, Giacom must still legally provide such information to the Advertising Standards Authority on request.

7.4. Further details of how Giacom processes personal data relating to individuals are set out in Giacom's Privacy Policy (accessible via the URL: <https://giacom.com/help/privacy-and-cookies-policy>).

7.5. Any personal data relating to entrants will not be disclosed by Giacom to any third party other than as set out in these Terms and Conditions and in Giacom's Privacy Policy without the relevant individual's consent. Personal data relating to entrants will be retained by Giacom for a reasonable period after the Competition closes for the purposes of operating the Competition and awarding any prizes won, verifying that these Terms and Conditions have been complied with by the entrant, dealing with any queries raised regarding the Competition and for accounting purposes.

7.6. Each entrant agrees to keep confidential any knowledge that they receive or learn about Giacom and its business and personnel as a result of the Competition.

7.7. Entrants are not permitted to make any commercial gain from making any reference to Giacom or the Competition.