

### **Short Terms & Conditions**

18+. UK. Internet access, email and smartphone required. You must adhere to the conditions of carriage to enter the promotion. Opens 12:00 pm 14<sup>th</sup> April 2025 - 23:59 pm 27<sup>th</sup> April 2025. To enter the prize draw, scan one or more of the 9 QR codes on the Easter Eggs Stickers on our Metro network and enter your name and email address into an online form. **Main prize: £150 ticket voucher with the National SEA LIFE Centre and LEGOLAND® Discovery Centre Birmingham & West Midlands Metro Merchandise. Runner-up prizes: 1x one month of free tram travel & West Midlands Metro Merchandise and £50 Restaurant Voucher & West Midlands Metro Merchandise and £50 Restaurant Voucher & West Midlands Metro Merchandise of Carriage apply, which will include the purchase of a valid Metro ticket. Exclusions apply.** 

### **Reduced Terms & Conditions**

18+. UK. Conditions of carriage apply to enter the promotion. 12:00pm 14<sup>th</sup> April 2025 - 23:59pm 27<sup>th</sup> April 2025. Exclusions apply.

### Full Terms & Conditions

### The Promoter

- These terms and conditions prevail in the event of any conflict or inconsistency with any other communications, including advertising or promotional materials. Entry instructions are deemed to form part of the terms and conditions, and by participating, all entrants will be deemed to have accepted and be bound by the terms and conditions. Please retain a copy for your information.
- The promoter is West Midlands Metro, Midland Metro Limited, Potters Lane, Wednesbury, West Midlands, WS10 0AR.

## Eligibility

- This promotion opens at 12:00 (GMT) on Monday, 14<sup>th</sup> April 2025 and closes at 23:59 (GMT) on Sunday, 27<sup>th</sup> April 2025. Any entry received after the closing date will not be valid.
- This promotion is open to residents of the United Kingdom (England, Scotland, Wales, and Northern Ireland) only.
- Entrants must be aged 18 years or over or have permission of a responsible adult aged 18 or over.
- Entrants may enter up to nine times but must not use the same QR Code more than once.
- Employees of West Midlands Metro, their respective affiliates, subsidiaries, advertising and promotion agencies, suppliers, and their immediate family members



and/or those living in the same household of each or anyone else professionally connected with this promotion are not eligible to participate.

- You must adhere to the <u>Conditions of Carriage</u> to enter the promotion
- Internet access and smartphone required.
- In entering the promotion, you confirm that you are eligible to participate and eligible to claim a prize. The Promoter reserves the right to verify the eligibility of entrants.

## How to enter prize draw

- Entrants must scan the QR code on an Easter Egg Sticker found on our Metro network and enter their full name and email address into the online form.
- Participants can collect up to 9 entries in total, with **2 Golden Eggs** providing two additional bonus entries. To find the **Golden Eggs**, participants must solve the **puzzles** available on the competition page of the West Midlands Metro website. All entries must be submitted directly by the individual participating in the promotion.
- Incomplete, illegible, invalid, or misdirected entries will not be accepted. Proof of sending will not be accepted as proof of delivery. Entries that are not complete or do not adhere to the rules or specifications may be disqualified at the sole discretion of West Midlands Metro.

## Selecting the winners

• The 3 winners will be randomly selected by a computer process from all valid entries on the 30<sup>th</sup> of April by the Promoter in accordance with the Terms and Conditions. Prizes are as follows, 3 available in total. One Main prize winner and 2 Runners-up:

## Main prize

 £150 ticket voucher with the National SEA LIFE Centre and LEGOLAND<sup>®</sup> Discovery Centre Birmingham + a selection of West Midlands Metro Merchandise.

# Runner-up prizes

- 1 x Free Metro Travel for One Month <u>via My Metro App</u> + a selection of West Midlands Metro Merchandise. The winner must have or will download the My Metro App to activate the code to use the free month of travel.
- 1 x <u>£50 Restaurant Gift Card</u> + a selection of West Midlands Metro Merchandise
- Merchandise will include but not limited to a Metro lunch bag, water bottle, keyring, pen, and stress tram.
- No cash or other alternative prize will be provided in whole or in part, except that in the event of circumstances outside of its control the Promoter reserves the right to substitute a similar prize, or part of a prize, of equal or greater value. The prizes are non-transferable and cannot be sold or auctioned.

## Notification and delivery of the prizes



- The winners will be notified within **5 days** of being selected, via their entered email address.
- The winners must confirm within **7 days** of receiving the notification email to follow the instructions to claim their prize. Winners must respond by emailing customerservices@westmidlandsmetro.com to confirm acceptance of the prize. In this email they must provide the postal address and/or email address for the delivery of the prize. Finally, they must confirm in writing their agreement to the terms and conditions of the promotion.
- West Midlands Metro shall have no liability for a winner's failure to receive notices due to winners' spam, junk e-mail or other security settings or for winners' provision of incorrect or otherwise non-functioning contact information. Entrants are encouraged to monitor their email account during this time in case they are a winner.
- If a selected winner(s) cannot be contacted or fails to reply to initial award notification within **7 days** from when the email is sent, the Promoter reserves the right to select an alternative winner. The process will repeat until an eligible winner is able to claim the prize.
- The prizes will be dispatched to the winners by 1<sup>st</sup> class Royal Mail post within **10 days** of valid claim and the completion of any verification process. The Promoter accepts no responsibility for failed delivery due to provision of incorrect contact details by entrants.
- The Promoter cannot be held responsible for winners failing to supply accurate information which affects prize acceptance or delivery of their prize. Any prize that is returned undelivered will be assumed unwanted and the Promoter reserves the right to select an alternative winner to receive the prize using the same process referred to in the Terms and Conditions.

## **Data Protection**

- Winners may be requested but are not obliged to take part in reasonable publicity in connection with this promotion. This may include a request to use the winner's name and image in connection with such publicity. All registered information supplied by entrants with marketing consent will be added to the promoters mailing list to send occasional emails about services, tickets, maintenance works and other important information.
- The Promoter will only use the personal details supplied for the administration of the promotion and for no other purpose unless we have your consent. Your personal details will at all times be kept confidential and in accordance with current Data Protection legislation. Any personal data relating to promotion entrants will be used in accordance with the Promoter's privacy policy which can be found at <u>West Midlands</u> <u>Metro GDPR Data Policy</u>. Data will be stored for 3 months after the close of the promotion before deletion. You can request access to your personal data, or have any inaccuracies rectified, by sending an email to



<u>customerservices@westmidlandsmetro.com</u> [By participating in the promotion, you agree to the use of your personal data as described here.

### General

- If fulfilment or any element of this promotion is delayed or affected due to Covid-19 and any associated government restrictions, or industry-wide supply chain issues, any affected entrants will be contacted by the Promoter and kept updated of any unavoidable changes to the promotion or prizes.
- No responsibility can be accepted for entries lost, delayed, or corrupted, or due to computer error in transit.
- Entrants that have not won a prize will not receive notification that they have not won.
- The winners are responsible for all expenses not expressly stated in the Terms and Conditions as being included as part of the prizes.
- The Promoter will make available the winners' surnames and counties to members of the public or regulators who request such details within 3 months of the closing date of this promotion. Entrants can object to disclosure, or request that disclosure be limited in scope by contacting customerservices@westmidlandsmetro.com. We may nevertheless disclose the information to the Advertising Standards Authority if required to do so. You may request a copy of the winners list by emailing customerservices@westmidlandsmetro.com. The Promoter reserves the right to refuse such requests.
- The Promoter reserves the right to disqualify entries that are not made directly by the individual entering the promotion.
- The Promoter reserves the right to disqualify entrants who enter more times than stated by using multiple email addresses, identities, or devices in an attempt to circumvent the rules.
- Entries (bulk or otherwise) made from trade, syndicates, consumer groups or third parties will not be accepted. If it becomes apparent that a participant is reposting the same content multiple times or using a computer(s) to circumvent this or any other condition by, for example, the use of 'script', 'brute force' or any other automated means, that person's entries will be disqualified and any prize award will be void.
- The Promoter reserves the right to verify all entries including but not limited to asking for proof of address and ID (passport, driving licence or equivalent). The Promoter reserves the right to refuse to award a prize or withdraw prize entitlement and/or refuse further participation in the promotion and disqualify the participant where there are reasonable grounds to believe there has been a breach of these Terms and Conditions, the spirit of the promotion, any instructions forming part of this promotion's entry requirements or otherwise where a participant has gained unfair advantage in participating or won using fraudulent means.
- If for any reason any aspect of this promotion is not capable of running as planned, including by reason of infection by computer virus, network failure, traffic congestion, bugs, tampering, unauthorised intervention, fraud, technical failures or any other



cause beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of this promotion, the Promoter may in its sole discretion modify or suspend the promotion or invalidate any affected entries.

- If an act, omission, event or circumstance occurs which is beyond the reasonable control of the Promoter and which prevents the Promoter from complying with these Terms and Conditions, the Promoter will not be liable for any failure to perform or delay in performing its obligation but will always endeavour to minimise the effect to participants in order to avoid undue disappointment.
- The Promoter's decision is binding in all matters relating to this promotion, and no correspondence shall be entered into.
- The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense or damage which is suffered or sustained (whether or not arising from any person's negligence) in connection with this promotion, the fulfilment of the prizes and/or the use of the prizes, except for any liability which cannot be excluded by law (including personal injury, death and fraud) in which case that liability is limited to the minimum allowable by law.
- The Promoter has no control over internet or communication networks and is not liable for any problems associated with them due to traffic congestion, technical malfunction or otherwise. The Promoter will not be held liable to any individual for any fraud committed by any third party nor for any event beyond its control including, but not limited to, user error and any network, computer, hardware, or software failures of any kind which may restrict, delay, or prevent a participant's entry to the promotion.
- If any of these clauses should be determined to be illegal, invalid or otherwise unenforceable then it shall be severed and deleted from these Terms and Conditions and the remaining clauses shall survive and remain in full force and effect.
- These Terms and Conditions (and any non-contractual disputes/claims which arise out of or in connection with them) will be governed by English law and entrants submit to the exclusive jurisdiction of the English and Welsh courts unless you live in another part of the UK, in which case your local courts will have jurisdiction.