

## **COMPETITION TERMS AND CONDITIONS**

### **"Win our new Training Pants"**

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By participating in the "Win our new Training Pants (the "Competition"), you fully agree and accept these Competition Terms and Conditions ("Competition T&Cs") together with any specific instructions and terms for such competition which may be mentioned on the relevant section of the website (the "competition information").

Manchester City Football Club (the "Club") may cancel or amend the Competition, competition information, or these Competition T&Cs without prior notice. Any changes will be posted either within the competition information or these Competition T&Cs.

### **1. Eligibility**

The Competition is open to UK City Fans aged 16 and over only. Proof of identity and age may be required.

Employees of the Club or their family members or anyone else connected in any way with the Competition or helping to set up the Competition shall not be permitted to enter the Competition.

To enter the Competition, entrants must have access the internet and be registered with a Club account.

All entries must be made directly by the person entering the Competition.

By entering the Competition you warrant that all information submitted by you is true, current, and complete.

### **2. Competition Information and Selection Process**

Entry is free but entrants should be aware that they may be subject to data charges depending on their own individual arrangements for Internet access.

In order to enter the Competition, entrants are required to follow the instructions on the website as indicated in the competition information.

The Competition will be open from 09:00AM on 10 February 2017. Closing date for entry will be 31 March 2017 at 06:00PM. After this date no further entries to the Competition will be permitted.

No responsibility can be accepted for entries not received for whatever reason, including for entries lost, delayed or corrupted, or due to computer error in transit.

Only one entry permitted per person.

Entries must be the original work of the entrant and not previously published anywhere else. Entries must not contain anything defamatory, obscene, illegal or otherwise inappropriate as may be deemed by the Club.

The winner will be chosen at random from all entries received by the closing date and verified by the Club and or its agents. The winner will be notified by email and/or telephone within 24 hours of the closing date. In order to accept the prize, the winner will be required to communicate their acceptance to the Club by email and/or telephone within 24 hours of being offered the prize.

### **Prize**

The prize will consist of: One (1) new Training Pants.

The prize is subject to these Competition T&Cs, the tickets' individual terms and conditions of issue and all applicable venue regulations. By accepting the prize, the winner agrees to comply with any and all applicable ticket terms and conditions and venue regulations.

No cash alternative to the prize will be offered. The prize is non-refundable and non-transferable. Prizes are subject to availability and we reserve the right to substitute any prize with another of equivalent value without giving notice.

In the event of a prize being unavailable, the Club reserves the right to offer an alternative prize of equal or greater value.

The winner is responsible for expenses and arrangements not specifically included in the prize, including any necessary travel documents, passports and visas.

In order to receive their prize, the winner will be required to collect the tickets on or before the match day.

Reasonable efforts will be made to contact the winner(s). If the winner cannot be contacted within 24 hours of the closing date or if the winner fails to communicate their acceptance of the prize to the Club within 24 hours of being contacted by the Club, or is unable to comply with these Competition T&Cs, the Club reserves the right to offer the prize to the next eligible entrant drawn at random, or in the event that the promotion is being judged the Club reserves the right to offer the prize to the runner(s)-up selected by the same judges.

The Club reserves the right in its sole discretion to withhold delivery of the prize until proof of eligibility and/or identity requested by the Club has been confirmed or if such proof is not produced on request or to disqualify the entrant from the Competition.

The winner is responsible for ensuring they are able to accept the prize as set out and in accordance with these Competition T&Cs, in the event they are unable to do so then the Club reserves the right to redraw the prize.

### **3. Publicity**

The Club reserves the right to publish entries (including parts of entries) other than the winning entry and publication does not necessarily mean the entrant has won a prize.

The winner agrees to participate in reasonable publicity relating to this Competition, including but not limited to having their name, photograph and disclosure of county of residence published with their entry and used for future promotional, marketing and publicity purposes in any media worldwide without notice or without any fee being paid and will co-operate with any other reasonable requests by the Club relating to any post- winning publicity.

#### **4. Intellectual Property**

By participating in the Competition, entrants warrant that they are the copyright owners of any copyright works submitted, for example photographs and drawings, and the Club's use of such works will not infringe the rights of any third party.

No entry should feature any other individual or refer to any other individual by name unless such individual has expressly consented to featuring or being named in your entry for the purposes of this Competition and the license granted to the Club below.

The Club does not claim any rights of ownership in your entry. As such, entrants will retain ownership of the copyright in their submitted entries and, subject to any license granted to the Club, you will also have the right to use your entry however you choose.

By submitting your entry to the Club you hereby grant to the Club, and parties authorised by the Club, an irrevocable, perpetual, non-exclusive, royalty free, transferrable license (with the right to sub-license) to use, edit, reproduce, play, perform, modify, translate, distribute, prepare derivative works of and/or to display your entry (or part thereof) in any medium or method (whether now or later developed) to be exercised in the Club's sole discretion throughout the world.

You hereby irrevocably and unconditionally waive any so-called "moral rights of authors" in your entry and such rights under section 77 and section 80 of the Copyright Designs and Patents Act 1988, or similar rights arising under the laws of any jurisdiction, as you now have or hereafter acquire in relation to your entry.

#### **5. General**

Any entrant must comply with any directions given to him or her by the Club including but not limited to any and all relevant laws, rules and regulations.

Any entrant who enters or attempts to enter the Competition in a manner, which in the Club's determination, is contrary to these Competition T&Cs or is fraudulent or unjust to other entrants (including without limitation tampering with the operation of the Competition, hacking, cheating, deception, or any other unfair playing practices such as intending to annoy, abuse, threaten, or harass any other entrants or the Club and/or any of its agents or representatives), may be rejected from the Competition at the Club's sole discretion.

The Club reserve the right to amend or alter the Competition T&Cs and reject entries from

entrants not entering into the spirit of the Competition.

The Club cannot promise that the services relating to the Competition will be free from errors or omissions nor that they will be available uninterrupted and in a fully operating condition. The Club reserves the right to modify, cancel, terminate or suspend the Competition in whole or in part, at its sole discretion, if it believes the Competition is not capable of being conducted as specified in these Competition T&Cs or in the event of system failure, maintenance or repair, network issue, a virus, computer bug or unauthorised human intervention or any other cause that is beyond the reasonable control of the Club that could corrupt or affect the administration, security, impartiality, or normal course of the Competition, including, but not limited to the unavailability of the vote, poll, competition or prize draw entry platform before the closing date, or for strike, lock-out, labour dispute, illness, act of God, natural disaster, adverse weather conditions, war, riot, civil commotion, accident, epidemic or pandemic, malicious damage, fire, flood and/or storm, compliance with law or governmental order, rule, regulation or direction, breakdown of plant, machinery or transportation. The Club is not responsible for any loss or damage caused to you as a result of any of these occurrences.

The Club cannot accept any responsibility for any damage, loss, injury or disappointment suffered by any entrant entering the Competition or as a result of accepting any prize. The Club is not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, or providers, computer equipment, software failure of any email or entry to be received on account of technical problems or traffic congestion on the Internet, telephone lines or at any web site, or any combination thereof, including any injury or damage to entrant's or any other person's computer or mobile telephone related to or resulting from participation or downloading any materials in the Competition. Nothing in these Competition T&Cs shall limit or exclude liability for death or personal injury as a result of the Club's negligence, fraud or fraudulent misrepresentation.

You agree to reimburse the Club in respect of any damages suffered by the Club or any losses by the Club 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 in breach of the Competition T&Cs or from your violating of any applicable law or regulation.

The invalidity or unenforceability of any provision of these Competition T&Cs shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Competition T&Cs shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

The Competition and these Competition T&Cs will be governed by English law and any disputes will be subject to the exclusive jurisdiction of the courts of England and Wales.

The Club's Supporter Services team may be contacted on +44 161 444 1894, [twitter.com/mancityhelp](https://twitter.com/mancityhelp), [facebook.com/mancity](https://facebook.com/mancity), or go to: [www.mancity.com/help](http://www.mancity.com/help). The promoter is: Manchester City Football Club Limited (company no. 40946) whose registered office is at Etihad Stadium, Etihad Campus, Manchester M11 3FF.

### **Personal Data**

When participating in the Competition, you acknowledge that your name, address, e-mail address and date of birth will have been made available to the Club (the "**Personal Data**"). All Personal Data will be held and used by the Club in accordance with the Club's privacy policies (which can be found at <http://www.mancity.com/en/common/privacy>) and the Data Protection Act 1998. We may also use the information you provide to verify your age and identity.