

DHL

Rugby Skills & Training Drills - Terms and Conditions

Full Terms and Conditions

1. This Promotion is only open to those aged 18 or over, including employees and customers of the Promoter, but excluding their agents or anyone else professionally connected with this Promotion and their immediate family, including their spouse, parent, child, sibling, grandparent and/or "step" family living in the same household.
2. Entrants must ensure that their participation (including the acceptance of any prize awarded) is lawful in accordance with the laws of the country of which they are a citizen and/or resides. This Promotion is void where prohibited under local national laws. The Promoter shall not be taken to make any representations, express or implied, as to the lawfulness of any individual's participation, or as to any other aspect of any Promotion.
3. Purchase is not necessary, but internet access and a valid email address is required.
4. **Promotion Period:** 09.00 Central European Time (CET) on 10th September 2020 to 23.59 CET on 14th November 2020.
5. **To Enter:** Visit [InMotion.DHL/SkillsAndDrills](https://www.inmotion.dhl/skillsanddrills) and complete the entry form by providing your contact details (First Name, Surname, Email Address, Phone number), and upload a photo or video ("the work") of you or someone you know performing a rugby skill or training drill that meets the moderation and judging criteria outlined in these terms and conditions. The express permission and consent of any individual featured within your entry is required. In such cases, only the individual who has submitted their contact details and uploaded a photo or video is eligible to enter the competition.
6. Entrants can enter a maximum of 10 times throughout the Promotion Period. Each entry must be unique.
7. By entering the competition you represent and warrant that:
 - a. you own the copyright and all other intellectual property rights in the Work;
 - b. the Work is your own original work created solely by you.
 - c. it has not been copied wholly or substantially from any other material;
 - d. the Work does not contain, or is derived from, or reference any names, products or services of any business, company or entity or any third-party trademarks, logos, trade dress or promotion of any brand, product or service.
 - e. the Work does not contain, or is derived from, or reference any national emblems including the official flags, national symbols or emblems, names or currency of any nation.
 - f. the Work does not infringe the copyright, trademark, privacy, publicity or other personal or proprietary rights of any individual or entity.
 - g. you have the express permission and consent of anyone featured within your entry.
 - h. the rights granted by you to us in these Terms and Conditions will not infringe the rights of any third party;
 - i. the Work is not lewd, obscene, sexually explicit or suggestive, pornographic, disparaging, defamatory, libellous, contains any content deemed to be racist, sexist, homophobic, unlawful, unsafe or dangerous, features the consumption of alcohol with sport activities, features violent, derogatory, profane, vulgar, indecent, racist, or cruel content, including

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but not limited to words or symbols that might be considered offensive to individuals of any race, ethnicity, religion, sexual orientation or socioeconomic group; or otherwise contains inappropriate content or objectionable material;

- j. you are not a party to, and will not be a party to, any transfer, agreement or other contract in conflict with this Agreement;
- k. you are not represented or under any contract that would limit or impair our ability to use, display or otherwise exploit the Work in any form in any media;
- l. you are not under any other contractual relationship, including guild or union membership, that could prevent us from being able to use the Work.

8. The Prize: One winner will receive a cash prize equivalent to the value of \$1,000 in their local currency. The prize will be sent via PayPal within 10 working days of the final winner's selection. If the final winner does not have a PayPal account, the promoter will work with the final winner on creating an account. Should the PayPal transfer not be suitable for the final winner, the promoter reserves the right to suggest an alternative payment method.

9. Winner Selection: All valid entries received during the Promotion Period will be reviewed by the Promoter within 3 working days of the promotion's closing date into a longlist of 10 entries.

The longlist of 10 entries will be judged by Prizeology Limited, within 3 working days following the longlist submission. The prize will be awarded to entries that, in the opinion of the judges, best meets the following judging criteria.

- a. Unique/Original - Does the entry stand out of from other entries? (40%)
- b. Difficulty - Is the entry impressive in its level of rugby skill, strength, fitness or toughness? (30%)
- c. Aesthetic appeal - Is the entry notable for the quality of image/video capture? (30%)

10. Winner Notification: The final winner will be contacted via the email address and or phone number provided upon entry within 5 working days of selection and will be required to respond to confirm eligibility plus acceptance of the prize within 5 working days of initial contact.

In the event that the winner does not respond to communications within 5 working days of initial contact, the Promoter reserves the right to disqualify the winner. In the event that the winner is disqualified, the Promoter reserves the right to allocate the prize to an alternative winner selected in the same manner.

11. Moderation: The Promoter will reject entries which, in the reasonable opinion of the Promoter breach Clause 7 and/or:

- a. contains any content that is offensive or could reflect negatively on the name, reputation, or goodwill of the Promoter or any brand;
- b. contains any content deemed to be racist, sexist, homophobic, unlawful, unsafe or dangerous, features the consumption of alcohol with sport activities, features violent, derogatory, profane, vulgar, indecent, racist, or cruel content, including but not limited to words or symbols that might be considered offensive to individuals of any race, ethnicity, religion, sexual orientation or socioeconomic group;
- b. defames, misrepresents, or insults other people or companies, including, but not limited to the Promoter including its partners
- c. promotes any political agenda; or
- d. contains any copyrighted materials owned by others (including songs, images published on or in websites, television, movies or other media);

12. By entering the Promotion, entrants give their permission for their entries to be used by the Promoter without further compensation. You grant us a non-exclusive, worldwide, transferable, royalty free,

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irrevocable right and licence to use, copy and reproduce the content in any form (including, but not limited to, video, internet posting, reproduction, display, email, publication, and distribution), either through our own services or services provided by third parties, throughout the world in any medium now known or later developed and without restriction or limitation. We reserve the right not to use or to remove the content at any time.

13. The winner will be responsible for any tax liability as relevant with national laws dependant on the resident country of the winner.

14. The Promoter may request that the winner participate in publicity arising from the Promotion. The winner is under no obligation to participate and may decline this request. Participation is at the winner's discretion. The winner agrees to allow the Promoter to use their name, social media handle, and county/country of residence to announce the winner of the Promotion. The Promoter reserves the right to publish the name and county/country of residence of the winners.

15. 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, bugs, tampering, unauthorised intervention, fraud, technical failures, a pandemic or any 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 cancel, terminate, modify or suspend the Promotion, or invalidate any affected entries.

16. 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 or accepting or using the prize, 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.

17. All entries must be made directly by the person entering the Promotion. Bulk entries from trade, consumer groups or third parties will not be accepted. Incomplete or illegible entries and entries which do not satisfy the requirements of these Terms and Conditions in full will be disqualified and will not be counted.

18. 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 obligations. No responsibility can be taken for entries which are lost, delayed, corrupted, damaged, misdirected or incomplete or cannot be delivered for any technical delivery or other reason.

19. The full name and county/country of the winner, and their entry will be available by sending an email to hotline@dhl-sponsorships.com with "DHL Rugby Skills & Training Drills" in the subject line after 31st November 2020 for 2 months.

20. The Promoter is committed to protecting entrants' privacy. Any personal information supplied by entrants will be used and processed by DHL or its associated group companies solely for the purpose of administering the competition and for supplying the information to third parties appointed to administer the competition. The personal data provided is held on secure computer and manual files and may be transferred on a secure server outside the EEA. To see the Promoter's Privacy Policy visit: <http://www.dhl.com/en/legal.html#privacy>.

21. The Promoter reserves the right to refuse to honour any entry or to recover the full value of any prize if it considers there has been an abuse or breach of the Terms and Conditions of this competition.

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22. Entries that do not comply with these Terms and Conditions, or where entrants are found to be abusing the Promotion in any way will result in disqualification.

23. In the event of a dispute over the interpretation or implementation of these Terms and Conditions or on any matter related to the promotion, the decision of the Promoter is final, and no correspondence will be entered into.

24. These Terms and Conditions are governed by German law and subject to the exclusive jurisdiction of the courts of Germany. If any provisions of these Terms and Conditions are judged to be invalid, illegal or unenforceable, this shall not affect or impact the continuation in full force and effect the remainder of the provisions.

25. A copy of these Terms and Conditions may be obtained by emailing hotline@dhl-sponsorships.com with "DHL Rugby Skills & Training Drills Terms and Conditions" in the subject line.

26. Promoter: Deutsche Post (DHL), address