

## **DHL TRY MAKERS**

### **Terms & Conditions**

#### **Full Terms and Conditions**

1. This Promotion (as defined below) is comprised of two stages:
  - a. **Stage 1 - Local Rugby Promotion:** This stage 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
  - b. **Stage 2 - Global Rugby Promotion:** which is only open to the finalists picked during the Local Rugby Promotion, with each part being in its own right, and collectively, the "Promotion".
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 void under applicable local 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. No purchase is necessary. However, internet access is required.
4. **Promotion Period:**
  - a. **Stage 1 - Local Rugby Promotion:** Entrants in different locations must enter between the dates for their closest tournament:

	<b>Enter from</b>	<b>And before (inclusive)</b>
Dubai, UAE:	00.05 BST on the 20 <sup>th</sup> November 2019	23.55 GMT on the 15 <sup>th</sup> December 2019
Cape Town, South Africa:	00.05 BST on the 20 <sup>th</sup> November 2019	23.55 GMT on the 20 <sup>th</sup> December 2019
Hamilton, New Zealand:	00.05 BST on the 20 <sup>th</sup> November 2019	23.55 GMT on the 29 <sup>th</sup> January 2020
Sydney, Australia:	00.05 BST on the 20 <sup>th</sup> November 2019	23.55 GMT on the 5 <sup>th</sup> February 2020
Los Angeles, USA:	00.05 BST on the 20 <sup>th</sup> November 2019	23.55 GMT on the 5 <sup>th</sup> March 2020
Vancouver, Canada:	00.05 BST on the 20 <sup>th</sup> November 2019	23.55 GMT on the 12 <sup>th</sup> March 2020
Hong Kong:	00.05 BST on the 20 <sup>th</sup> November 2019	23.55 GMT on the 23 <sup>rd</sup> October 2020
Singapore:	00.05 BST on the 20 <sup>th</sup> November 2019	23.55 GMT on the 16 <sup>th</sup> October 2020
London, England:	00.05 BST on the 20 <sup>th</sup> November 2019	23.55 GMT on the 23 <sup>rd</sup> October 2020
Paris, France:	00.05 BST on the 20 <sup>th</sup> November 2019	23.55 GMT on the 23 <sup>rd</sup> October 2020

- b. **Stage 2 - Global Rugby Promotion:** Enter between 00.05 GMT on the 20<sup>th</sup> November 2019 and the 23.55 GMT on the 23<sup>rd</sup> October 2020 inclusive.

5. **To Enter:**
  - a. Visit <https://inmotion.dhl/en/rugby/try-makers/> and complete the entry form with the relevant information and select tournament location closest to the entrant.
  - b. Entrant (nominator) to share personal details including:
    - First Name
    - Last Name
    - Email
    - Phone
    - Date of birth
  - c. Describe in 250 words or less the person (Try Maker) you would like to nominate as DHL Try Maker by including:
    - First Name
    - Last Name

- Date of birth
  - Role in local rugby community
  - Explain why you are nominating the person and describe how they have made a positive impact in the local community.
  - You may also upload an image and/or video that will provide additional background to support your entry, but this is entirely optional - the image and/or video will not be judged as part of your entry and will have no impact on your score.
6. By entering the DHL Try Makers Promotion, you give your permission for your entry and for the video and/or image you uploaded to support your entry to be used by the Promoter without further compensation, over and above the award of the Prize, for up to two years for promotional purposes from the date of entry. You grant us a non-exclusive, worldwide, transferable, royalty free, 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, for a period of up to 2 years. We reserve the right not to use or to remove the content at any time.
7. Additionally, by entering the DHL Try Makers Promotion, you hereby confirm that:
- you own the copyright and all other intellectual property rights in any images and/or videos you provided to us as part of your entry or in support of your entry;
  - any images and/or videos you provided to us as part of your entry or in support of your entry are your own original work created solely by you.
  - any images and/or videos you provided to us as part of your entry or in support of your entry have not been copied wholly or substantially from any other material created by someone else;
  - in any images and/or videos you provided to us as part of your entry or in support of your entry do not infringe the copyright, trademark, privacy, publicity or other personal or proprietary rights of any individual or entity.
  - the rights granted by you to us in this Agreement will not infringe the rights of any third party;
  - any images and/or videos you provided to us as part of your entry or in support of your entry are not lewd, obscene, sexually explicit, pornographic, disparaging, defamatory, libellous or otherwise contains inappropriate content or objectionable material;
  - you are not a party to, and will not be a party to, any transfer, agreement or other contract in conflict with this Agreement;  
you are not represented or under any contract that would limit or impair our ability to use, display or otherwise exploit any images and/or videos you provided to us as part of your entry or in support of your entry, in any form and in any media.
8. All entries must be received by the end of the relevant Promotion Period to be valid and no liability is accepted for incomplete or late entries.
9. **Prizes:**
- a. Stage 1 - Local Rugby Promotion:** Up to 1 winner per tournament location will receive a filming session at their local rugby club with a professional crew.
  - b. Stage 2 -Global Rugby Promotion:** 1 Try Maker & their respective nominator will win a trip to one of the HSBC World Rugby Sevens Series 2021 or 2022 tournaments (the Try Maker may choose which tournament they wish to attend from either series) for a maximum of 4 people: The Try Maker, the Try Maker's guest, the Nominator, and the Nominator's guest.

#### 10. Further Prize Details and Conditions:

- a. The Stage 2 Global Rugby Promotion Prize trip will include the following:
  - i. Return economy class flights for 4 people, departing from the Try Maker's nearest international airport and arriving to the international airport closest to the WRSS tournament stadium.
  - ii. Up to 4 nights' Accommodation in a minimum 3\* hotel for 4 (based on a shared occupancy in 2 x twin/double rooms). The exact duration of the stay will vary according to the duration of the Try Maker's chosen tournament. Return transfers from the airport to the hotel will also be provided.
  - iii. Accommodation that will be provided throughout the Try Maker's chosen tournament in a minimum 3\* hotel for 4 (based on a shared occupancy in 2 x twin/double rooms). The exact duration of the stay will vary according to the duration of the Try Maker's chosen tournament. Return transfers from the airport to the hotel will also be provided.
  - iv. 4 grandstand tickets to the HSBC World Rugby Sevens Series 2021 or 2022 Tournament of the Try Maker's choice.
- b. The Stage 2 Global Rugby Promotion Prize does not include transfers to and from the winner's home of residence to the international airport.
- c. Airline seats are subject to availability.
- d. Flight tickets are non-refundable and non-transferable. Once tickets have been issued, they are only valid for the flights, dates and times shown. Name changes to the flight seats once confirmed are not permitted.
- e. The winner, nominator and guests must abide by and are subject to the relevant airline's Conditions of Carriage.
- f. If a flight booking is cancelled by the winner, no alternatives will be issued and for the avoidance of doubt, no compensation and/or refund will be provided.
- g. The winner, nominator and their guest are responsible for having up to date and valid passports/visas and must take out sufficient travel insurance to cover their personal needs.
- h. Guests below the age of 16 must provide written parental consent to travel unless accompanied by their parent or guardian.
- i. The winner, nominator and their guests must travel together in both directions.
- j. For the avoidance of doubt, the Prize does not include travel/transportation, accommodation, food, beverages, souvenirs, gratuities, car parking charges, or any other costs of a personal nature (including spending money) **that are not explicitly set out in these Terms and Conditions** and neither the Promoter nor any provider of any part of the Prize will be responsible for any such costs.
- k. It is the responsibility of the Winner and any guest to check any travel advisories issued by a Government, to determine whether they wish to accept the risk of travelling to the destination. The Promoter will not be responsible for any loss or damage suffered by any winner or their guest arising out of their failure to follow any travel advisories issued by a Government. The winner and their guest must comply with and are responsible for obtaining all information regarding any recommended inoculation and obtaining the inoculation(s) and health regulations required by any Prize destination country.
- l. A valid credit or debit card will be required to check in to your room and will be used to guarantee any incidentals such as in- room calls or services.
- m. Winners are responsible for the behaviour of themselves, their nominator and their guest. The Promoter reserves the right in its absolute discretion to exclude the winner and/or nominator and/or guests from participation in any aspect of this Promotion if any party fails to comply with the directions of the Promoter or any companies associated with the Promotion or Prize or the winner and/or team act in a manner that is dangerous to themselves or to the public or is, in the opinion of the Promoter, anti-social in any manner or which causes a disturbance or nuisance to others.
- n. You and your guest must abide by any relevant terms and conditions which form part of their prize, including any terms set out by the HSBC World Rugby Sevens Series

2021. Whilst at the event/venue, you must not: be drunk, intoxicated, under the influence of drugs, underage, be abusive, threatening, make or incite racial abuse, chant, use offensive language, make obscene gestures, throw items, behave anti-socially, carry laser pens, bring animals (except guide dogs), carry offensive weapons or illegal substances, carry candles, climb any structure, make excessive noise, offer any item for sale, damage the venue or smoke. You consent to be filmed and/or photographed at the event/venue. We are not liable for loss, injury or damage to you unless we have breached a legal duty of care owed to you. Please ensure you take care when moving around the event/venue. The Promoter is not liable for damage or loss to your property unless this occurred due to the Promoter's wilful misconduct. Failure to comply with these Terms and Conditions may result in refused entry, or the ticket holders being required to leave the event/venue.

- o. The winners will be responsible for any applicable taxes related to the acceptance of any Prize.

11. A DHL staff member or agency representative will attend the filming sessions held as part of the **Stage 1 Local Rugby Promotion prizes**. The DHL staff member or agency representative will assist with the management of the film crew and ambassador. This footage will be used across social networks for promotional purposes related to this promotion.

12. The Prizes are non-transferable, are not exchangeable and have no cash or other alternative in whole or in part.

13. The Promoter reserves the right to offer alternative prizes, of equal or greater value, should the advertised Prizes become unavailable for reasons beyond their control.

14. Please allow up to 28 days for delivery of the Stage 2 Global Rugby Promotion Prizes from the date of winner acceptance.

15. **Winner Selection:**

a. **Stage 1 - Local Rugby Promotion:** All valid entries (subject to moderation) will be judged by the Promoter under independent supervision, throughout the Promotion Period and in accordance with the following criteria:

- The level of positive impact the nominated person creates within their local rugby community.

One finalist per location will be chosen as the winner of the Stage 1 Prize ("Finalist").

b. **Stage 2 - Global Rugby Promotion:** All original entries made by each finalist of the Stage 1 Local Rugby Promotion will be entered into Stage 2. All Finalist entries will then be re-judged by the Promoter under independent supervision within 2 weeks of the completion of all Stage 1 Local Rugby Promotion tournaments. They will be judged based on the Same criteria as stated for Stage 1.

16. **Moderation:** The Promoter will reject entries which, in the reasonable opinion of the Promoter:

- a. contains any content that is offensive or could reflect negatively on the name, reputation, or goodwill of the Promoter or any brand partner;
- b. includes trademarks, logos, or copyright material not owned by you or used without the rights owner's prior written permission (including famous names, company names, etc.);
- c. defames, misrepresents, or insults other people or companies, including, but not limited to the Promoter (including its partners); or
- d. promotes any political agenda.

17. **Winner Notification:**

- a. Stage 1 -Local Rugby Promotion:** The nominators who nominated the finalists will be contacted via the email address provided upon entry within 5 working days of judging and will be required to respond to confirm eligibility plus acceptance of the Prize within 7 working days of initial contact. In the event that a nominator does not respond to communications within 7 working days of initial contact, the Promoter reserves the right to disqualify that person. If a nominator is disqualified, the Promoter reserves the right to award the Prize to a reserve nominator selected in the same manner.
- b. Stage 2 -Global Rugby Promotion:** The winner will be contacted via the email address provided upon entry within 5 working days of judging and will be required to respond to confirm eligibility plus acceptance of the Prize within 7 working days of initial contact. In the event that a winner does not respond to communications within 7 working days of initial contact, the Promotion reserves the right to disqualify that winner. If a winner is disqualified, the Promoter reserves the right to award the Prize to a reserve winner selected in the same manner.
18. All personal data will be held in accordance with all relevant data protection legislation currently in force. To view the Promoter's Privacy Policy visit: <http://www.dhl.com/en/legal.html#privacy>. The Promoter will only use personal data for the administration of this Promoter and for no other purpose unless we have your consent. The Promoter will only share personal data with Bright Partnerships Worldwide Limited and Adrivo Media Limited and other fulfilment partners as may be required for the purposes of and in order to fulfil this Promotion.
19. Bulk entries made from trade, consumer groups or third parties will not be accepted. Incomplete entries, entries submitted by or via third parties or syndicates, entries submitted by macros or other automated means, and entries which do not satisfy the requirements of these terms and conditions in full will be disqualified and will not be counted. If it becomes apparent that a participant is using a computer(s) to circumvent this condition by, for example, the use of 'script', 'brute force', masking their identity by manipulating IP addresses, using identities other than their own or any other automated means in order to increase that participant's entries into the Promotion in a way that is not consistent with the spirit of the Promotion, that participant's entries will be disqualified and any Prize awarded will be void.
20. This Promotion is in no way sponsored, endorsed or administered by, or associated with Twitter, Facebook or Instagram. You understand that you are providing your information to the Promoter and not to Twitter, Facebook or Instagram and that Twitter, Facebook and Instagram have no liability for any element of this Promotion.
21. The Promoter cannot accept any responsibility for any damage, loss or injury suffered by any entrant entering the Promotion or as a result of accepting or participating in any Prize. Nothing shall exclude the Promoter's liability for death or personal injury as a result of its negligence.
22. The Promoter or its agencies will not be responsible for the non-inclusion of entries as a result of technical failures or otherwise, including any such failure which is within the control of the Promoter or its agencies. Proof of submission of entry is not proof of receipt of entry. The Promoter accepts no responsibility for system errors or other issues that may result in disruption to lost, delayed or not received entries or winner notifications.
23. All winners will be required to participate in any reasonable publicity arising from the Promotion.
24. If you are a winner of the Promotion, you agree that the Promoter may use your name, entry (if applicable) and town or county of residence to announce the winners of this Promotion.
25. By entering the Promotion, entrants confirm that they have read and agree to be bound by these Terms and Conditions.

26. If for any reason the Promotion is not capable of running as planned for reasons including but not limited to tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupt or affect the administration, security, fairness, integrity or proper conduct of this promotion, the Promoter reserves the right (subject to any written directions given under applicable law) to disqualify any individual who tampers with the entry process and to terminate, modify or suspend the Promotion.
27. The Promoter, will not be liable for any failure to comply with its obligations or delay in performing its obligations, If an act, omission, event or circumstance occurs caused by (but not limited to) global or regional health crises, weather conditions, fire, flood, strike, hurricane, industrial dispute, war, terrorist activity, hostilities, political unrest, riots, civil commotion, epidemic, pandemic, famine, plague or other natural calamities and acts of God or any other circumstances beyond the control of the Promoter.
28. The Promoter's decision is final and binding in all matters relating to this Promotion, and no correspondence shall be entered into.
29. 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.
30. 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.

**Promoter:** DHL Express Global, Fritz-Erler Strasse 5, Bonn 53113, Germany