



Terms and Conditions 'Rugby Moments That Deliver'.

1. PROMOTERS

The promoters are DHL International (UK) Ltd, Southern Hub, Unit 1, Horton Road, Colnbrook, Berkshire, SL3 0BB ('DHL') in conjunction with British Telecommunications Plc, BT Centre, 81 Newgate St, London, EC1A 7AJ ('BT').

2. PROMOTIONAL PERIOD:

"The Promotion" will open on Wednesday 6 February 2019 at 00:01 UK time and close at 23:59 on Sunday 3 March 2019. Applications received after this date shall not be accepted

The time frame between applications opening and contacting the Winner shall be referred to as the "Competition Period".

Phase	Applications open	Applications close	2 selected finalists announced live on Rugby Tonight
Round 1	Wed 6 Feb	Sun 17 Feb	Wed 20 Feb
Round 2	Mon 18 Feb	Sun 3 Mar	Wed 6 Mar

Following the announcement of the 3<sup>rd</sup> and 4<sup>th</sup> Finalists on Wednesday 6 March 2019, the public will be invited to vote for the winner.

Phase	Voting opens	Voting closes	Winner announced live on Rugby Tonight
Public vote	Wed 6 Mar	Wed 13 Mar	Wed 20 Mar

DHL and BT reserve the right to amend the Promotional Period at their own discretion. Any changes to the Promotional Period shall be announced via DHL and BT Sport's social media channels.

For the purposes of this Promotion, the "Winner" means, the nominated child as determined by public vote.



### 3. ELIGIBILITY:

Applicants for the 'Prize' must:

- i. Be the parent or legal guardian of the nominated child.
- ii. Have access to a working internet connection and web browser.
- iii. Be able to travel to Yokohama, Japan on all dates between 9 October 2019 and 16 October 2019, inclusive.

To be eligible for the 'Prize' the nominated child must:

- i. Be a permanent resident of the United Kingdom of Great Britain and Northern Ireland.
- ii. Be aged between 8 and 15 years old on 1 January 2019.
- iii. Be able to travel to Yokohama, Japan on all dates between 9 October 2019 and 16 October 2019, inclusive.

DHL and BT shall determine in their absolute discretion as to whether an entrant meets the eligibility criteria to participate in the Competition. DHL and BT's decisions regarding an entrant's eligibility, and all other aspects of the Competition, are final and binding.

DHL, BT, their parent and affiliated companies, and each of their respective, officers, directors, employees, agents and persons engaged in the development, production or distribution of materials for this Competition (collectively, the "Competition parties") and the immediate family members (i.e., parent, child, sibling, and spouse) of each and/or persons living in the same household of such individuals (whether related or not) are not eligible to participate in the Competition.

This Competition is subject to all applicable laws and regulations of England and Wales, and is void in all geographic locations other than the United Kingdom and where otherwise prohibited by law.

No purchase is necessary.

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#### 4. HOW TO ENTER:

To enter the Competition, applicants must:

- i. Visit the Competition Site at <https://www.dhl-in-motion.com/btrugby>
- ii. Provide details of the child they are nominating, including their date of birth.
- iii. Upload photo or video of a 'rugby moment that delivered' featuring the nominated child.

By entering the Competition, the applicant

- iv. acknowledges and agrees that DHL and BT may use the content of any such entries free of charge anywhere in the world for any purposes it sees fit, including broadcast on Rugby Tonight, through social media outlets or otherwise;
- v. agrees that if their nominate child is selected as a finalist, their first name will be published, including broadcast on Rugby Tonight, through social media outlets or otherwise;
- vi. agrees and acknowledges that by entering the Competition, the entrant waives, in respect of the content of the entries, all moral rights to which they are or may at any time be entitled under the Copyright, Designs and Patents Act 1988, as amended from time to time and under all similar legislation from time to time in force anywhere in the world;
- vii. grants DHL and BT the right to change or edit the materials in their contribution for operational and editorial reasons;
- viii. confirms that their contribution is not defamatory or unlawful and does not infringe anyone else's rights (including privacy rights) and that the entrant's contribution is made in their personal, rather than business, capacity and that such contribution does not unfairly promote or further any business activities and has not been contributed for commercial gain; and
- ix. confirms that they have the consent of the parent/guardian of anyone who is identifiable in the contribution.

There is a no limit to the number of entries per person.

All entries are subject to approval by DHL and BT, at their sole discretion.

By submitting information as part of this Competition you expressly agree to authorise DHL, BT and their subsidiaries to use such information for the purposes of administering the Competition as well as to use the information in connection with the Competition. Information concerning Data Protection is provided below. However, DHL will comply with all mandatory applicable laws and regulations concerning data protection and privacy.



## 5. FINALIST AND WINNER SELECTION

After applications close for each Competition Period, DHL or its designated representatives shall review all eligible entries and at its sole discretion determine a shortlist.

From this shortlist BT and its designated representatives shall select 2 Finalists from each Competition Period, comprising 4 Finalists in total for the public vote.

Following the end of the Promotional Period, the Finalists from each Promotional Period will progress to a public vote, to be held in the following format as determined by DHL and BT to determine the Winner.

Phase	Voting opens	Voting closes	Winner announced live on Rugby Tonight
Public vote	Wed 6 Mar 22:00 GMT	Wed 13 Mar 22:00 GMT	Wed 20 Mar

Key principles apply to the vote. DHL and BT undertake that the vote is conducted in a manner that seeks to be honest, open, and fair.

The rules of the public vote are as follows:

- i. The public vote will decide the winner from the shortlist of 4 Finalists confirmed during Rugby Tonight on BT Sport on Wednesday 6 March 2019.
- ii. All voting will be overseen by an independent adjudicator, PromoVeritas.
- iii. Voting will be available by BT Sport's Twitter and via the DHL In Motion website, accessed via [dhl.com/BTRugby](http://dhl.com/BTRugby). No other method of voting will be accepted.

**Twitter Vote:** Those with a Twitter account can vote in a poll posted by @BTSportRugby. Twitter votes will be limited to one vote per account.

**Online Vote:** You can also vote online via [dhl-in-motion.com](http://dhl-in-motion.com). In order to vote you will need to be registered. Online votes will be limited to one vote per IP address.

- iv. Both the Twitter Vote and the Online Vote will be open for 7 days, from Wednesday 6 March to Wednesday 13 March 2019.
- v. Please check your broadband or mobile contract to check the cost of using data services.
- vi. If you are watching Rugby Tonight on the BT Sport app, website or any other time shift or catch-up or on demand service you will not be able to vote after Wednesday 13 March 2019.
- vii. Please ensure you are careful before submitting a vote, as votes cannot be rescinded after they have been cast.
- viii. The results of the Twitter vote and the Online Vote will be aggregated by PromoVeritas prior to any announcements.
- ix. In the unlikely event of a tie in the public vote the winner will be decided by BT and its designated representatives, with such decision to be binding and final.
- x. DHL and BT reserve the right to disqualify votes if they have reasonable grounds to suspect that fraudulent, excessive or suspicious patterns of voting have occurred or if they consider there has been any attempt to rig the voting.
- xi. The winner will be announced live on Rugby Tonight on BT Sport on Wednesday 20 March 2019.
- xii. DHL and BT reserve the right to cancel or suspend voting at any time. In the event of any such cancellation or suspension, a technical failure or any other malfunction with the vote, DHL and

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BT reserves the right to arrange for the winner to be decided by a contingency arrangement from the votes cast by a pre-agreed contingency panel. This panel will be the same as one which devised the shortlist - see above for details.

- xiii. For the purpose of investigating possible voting irregularities when voting on dhl-in-motion.com, DHL may use cookies to log IP addresses, or analyse the information from your DHL In Motion account.

DHL will not publish this information or provide it to anyone. DHL does not share, sell, transfer or otherwise disseminate your personal data to third parties and will not do so in future, unless required by law, unless required for the purpose of the contract or unless you have given explicit consent to do so.

Please see DHL's Privacy Notice for more information <https://www.dhl-in-motion.com/en/privacy-notice/>

- xiv. DHL and BT, its sub-contractors, subsidiaries and/or agencies cannot accept any responsibility whatsoever for any technical failure or malfunction or any other problem with any online system, server, provider or otherwise which may result in any vote being lost or not properly registered or recorded.



## 6. COMPETITION PRIZE

The Prize is for one Winner, and their parent or legal guardian.

### Match Ball Delivery

- i. One (1) opportunity to deliver the Official Match Ball to the referee on the field of play at Rugby World Cup 2019. The match shall be England v France, scheduled to take place on Saturday 12 October 2019 in Yokohama, Japan.
- ii. One (1) official DHL Rugby World Cup 2019 match ball delivery uniform.
- iii. One (1) match ticket for the Winner and one (1) match ticket for their parent/legal guardian.

### Return travel to Japan

- i. Transfers to and from the Winner's home of residence to the international departure airport.
- ii. Return economy flights to Japan from a UK airport. The international departure airport will be selected at DHL's discretion, depending on availability and cost at the time of booking
- iii. Both the Winner and their parent/legal guardian must travel on the same flights.
- iv. Airline seats are subject to availability.
  - i) Flight tickets are non-refundable and non-transferable. Once tickets have been issued, they are only valid for flights, dates and times shown.
  - ii) Name changes to the flight seats once confirmed are not permitted.
  - iii) The Winner and their parent/legal guardian must abide by and are subject to the Airline's published Conditions of Carriage;
  - iv) If a flight booking is cancelled by the Winner or their parent/legal guardian, no alternatives will be issued and for the avoidance of doubt, no compensation and/or refund will be provided.
  - v) Travellers are responsible for having up to date and valid passports without travel restrictions and must take out sufficient travel insurance to cover their personal needs.

### In Japan

- i. 3 nights' standard class accommodation (a twin room with double occupancy). The Promoter shall have absolute discretion regarding the selection of the hotel and room.
- ii. Return road transport/transfers within Japan shall be provided.

All other costs, expenses and/or incidentals, including but not limited to meals, visas, passport or insurance costs, shall not be payable by DHL unless otherwise agreed.

Please note that the fixture may be subject to change due to circumstances beyond DHL's control. Any changes in dates or times of the fixtures will be notified to the Winner and their parent/legal guardian at DHL's earliest possible convenience.

Hereafter referred to as the "Prize."



## 7. PRIZE ACCEPTANCE

Following the conclusion of the Promotional Period, the parent/legal guardian of the Winner will be notified using the contact details used at the time of entry. The parent/legal guardian will have 72 (seventy two) hours to confirm acceptance of the Prize.

The parent/legal guardian will be required, as instructed by DHL, to complete and sign documentation relating to the Prize as the DHL may reasonably require. Failure to sign and return any of these documents or to comply with any term or condition of these Terms & Conditions may result in disqualification, the forfeiture of its interest in the Prize, and, at DHL's discretion, the presentation of the Prize to a substitute recipient. A prize not won and/or claimed and not awarded to a substitute recipient by DHL in accordance with these Competition Rules will remain the sole property of DHL.

The Winner or their parent/legal guardian may waive their right to receive the Prize.

The Winner and their parent/legal guardian may be required to participate in unpaid publicity as required by the Promoter.

The Prize is non-transferable. DHL reserves the right, in its sole discretion, to substitute a prize of equal or greater value if the advertised Prize becomes unavailable.

All Prize details not specified herein shall be determined solely by DHL. By accepting the Prize the Winner and their parent/legal guardian acknowledge compliance with these Terms & Conditions.

Prize conditions and these Terms & Conditions may be added or modified by DHL, in its sole discretion without notice.

In the event of unforeseen circumstances, DHL reserves the right to withdraw the Competition at its own discretion at any time without providing any notice.

DHL expects the Winner and their parent/legal guardian to behave in an acceptable manner at all times. Any inappropriate behaviour could result in being removed from the stadium. Such inappropriate behaviour includes for example; swearing, being abusive, and using hand gestures. The Winner and their parent/legal guardian will also be required to comply with all rules of attendance at the stadium (if any) as stipulated by Rugby World Cup 2019.

## 8. RUGBY WORLD CUP TICKETING TERMS & CONDITIONS

By accepting the prize, the Winner and their parent/legal guardian agrees to Full Rugby World Cup Ticketing T&C's. Please see here for full information.

a. The Winner and their parent/legal guardian agree to comply with the terms and conditions applicable to the issue and use of tickets from time to time (as available and set out at <https://info.tickets.rugbyworldcup.com/tickettc-e/> or such other webpage as determined by Rugby World Cup Limited ("RWCL") from time to time), the tournament organiser (Japan Rugby 2019, "JR2019") and all applicable venue owner or operator rules and regulations to access Rugby World Cup venues and any other areas associated with Rugby World Cup (including any terms of accreditation determined by RWCL). Further the Winner and their parent/legal guardian acknowledge that he/she may be required to enter into a direct acknowledgement and/or agreement with RWCL and/or JR2019 concerning use of the tickets and compliance with ticket terms and conditions prior to receiving the prize.

b. Winner and/or parent/legal guardian shall not, while using Rugby World Cup tickets, display or publicise any political slogans or homophobic language, images of a lewd or explicitly sexual nature, images containing logos of competitors and overt brand sponsorship or anything else deemed to ambush marketing or an abuse of the Rugby World Cup, content which is defamatory, obscene, illegal, vulgar, offensive or otherwise unsuitable or infringes others' rights (including intellectual property rights) or reflects negatively upon any of RWCL or the Rugby World Cup. Each entrant agrees and acknowledges that any breach of this clause 16 will cause significant damage and loss to RWCL.

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c. The Promoter may pass personal information relating to prize Winner and/or their parent/legal guardian to RWCL and/or JR2019 (and any of their service providers or agents) for the purposes of monitoring the distribution and use of Rugby World Cup tickets and related experiences and, in the event of a suspect breach of any terms and conditions, rules or regulations of RWCL and/or JR2019 relating to the use of such tickets and/or experiences, investigating and taking action against such Winner and/or their parent/legal guardian.

d. This promotion is run by the Promoter with the permission of RWCL. Accordingly the Promoter is responsible for the operation of and all matters and concerns relating to the promotion, not RWCL or any other persons involved in staging of Rugby World Cup 2019 (including JR2019) and World Rugby (formerly the International Rugby Board), all of whom shall not be responsible for or liable to entrants in any way whatsoever in connection with this promotion.



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#### 9. DISQUALIFICATION:

Should DHL determine, in its sole discretion, that any Entrant has violated any of the clauses contained in these Terms & Conditions, or should be disqualified for any other reason, DHL shall have no obligation to make the Competition to such Entrant. DHL reserves the right, in its sole discretion, to disqualify any Entrant it finds to be tampering with the entry process or the Competition; to be acting in violation of these Terms & Conditions; or to be acting in a manner which is detrimental to the business or reputation of DHL or its affiliates.

DHL reserves the right to reject and/or disqualify any entries, subjects, or related materials that DHL deems to be obscene, defamatory, profane, offensive, lewd, pornographic, false, misleading, deceptive, or otherwise inconsistent with its editorial standards, audience expectations, or reputational interests or that DHL believes may violate any applicable law or regulation or the rights of any third party or may subject the Competition, DHL, or DHL's affiliates, clients, or customers to controversy, negative publicity, scorn, or ridicule.

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#### 10. GENERAL RELEASE/LIMITATION OF LIABILITY:

By participating in the Competition, each Entrant shall hold DHL, BT, and each of their respective parent and affiliate companies and each of those companies' directors, officers, employees, representatives, and agents harmless from and against any claims, costs, injuries, losses or damages of any kind arising out of or in connection with the Competition or with the acceptance, possession, use of or defect in any grant (including, without limitation, claims, costs, injuries, losses or damages related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light). DHL and BT are not responsible for any incorrect or inaccurate information, whether caused by technical or human error or otherwise which may occur in the processing of entries in this Competition or in the running of this Competition. DHL will not be responsible for typographical, printing or other errors in these Terms & Conditions or in other materials relating to the Competition.

If for any reason, the Competition is not capable of running as planned, including but not limited to fraud, computer virus, worms, bugs, tampering, unauthorised intervention, technical limitations or failures, human error, mistake or any other cause that in the sole opinion of DHL could compromise, undermine, corrupt or otherwise affect the security, integrity, fairness, administration, or proper conduct of this Competition, DHL reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Competition at any time and without notice.

DHL and BT shall have no liability arising out of or in connection with the Competition. DHL and BT shall have no liability for indirect or consequential loss. DHL and BT accepts no responsibility for entries that are lost, delayed, misdirected or incomplete or cannot be entered for any technical reason.

Notwithstanding the aforesaid the DHL and BT does not limit their liability for:

- i. death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors;
- ii. any act of fraud or fraudulent misrepresentation; and
- iii. any other act or omission, liability for which may not be limited under applicable law.

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**11. CONSTRUCTION, WAIVER AND DISPUTE RESOLUTION:**

This competition and the Terms & Conditions shall be governed by and construed in accordance with English law. Each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

In the event that any provision is determined to be invalid or otherwise unenforceable, such determination shall not affect the validity or enforceability of any other provision, and these Competition Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.

Any specific waiver of any obligation hereunder by DHL or BT does not constitute a general waiver of that obligation nor of any other obligation of Entrants.

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## 12. DATA PROTECTION:

**Data Protection:** Your personal details are important to us and will be used in full compliance with the General Data Protection Regulation and the Data Protection Act 2018 and any subsequent applicable legislation ('Data Protection Legislation'). When you enter this DHL contest or prize draw, you automatically agree to your personal details being hosted by a reputable third party. We will use your data to contact you for marketing purposes, related to DHL's partnership with Rugby World Cup 2019 only, for a maximum period of 12 months. By entering into this contest or prize draw you agree to your information being used as described above. To view a copy of DHL's privacy policy, please visit <https://www.logistics.dhl/gb-en/home/footer/local-privacy-notice.html>.

Your personal details will be retained by BT for the purpose of the Promotion and will not be processed for any other purpose, unless you choose or have chosen to receive information from the Promoter. **For more information please see BT's Privacy Policy which can be found at <http://www2.bt.com/privacypolicy>.**

DHL requires such third parties to treat your personal details as fully confidential and to fully comply with the Data Protection Legislation. DHL will not release your personal details to any other third party for any other mailing or marketing purposes. The Data Protection Legislation gives you the right to access information held about you. Your right of access can be exercised in accordance with the Data Protection Legislation. If at any time you wish to update or correct any personal information DHL holds about you or you no longer wish us to use the information, please write to: DHL Express Contact Centre – Customer Service, EMA Cargo West, East Midlands Airport, Castle Donington, Derbyshire, DE74 2TR Tel: 08701 100 300 Email: [cfocus@dhl.com](mailto:cfocus@dhl.com)

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**13. WINNER LIST:**

The name and details of the Winner and their parent/legal guardian will be retained during the twelve (12) month period following the end of the Competition Period on Wednesday 20 March 2019. DHL reserve the right to contact the parent/legal guardian within this period for the purposes outlined in Clause 12 alone.