

Europcar – The Great British Driving Test Online Competition

Terms & Conditions

1. The **promoter** is: **Europcar Group UK Limited**, a company registered in England & Wales under company no. 1089053 and whose registered office is at James House, 55 Welford Road, Leicester, LE2 7AR, United Kingdom (the “Promoter”).
2. This **Promotion** is open to “Participants” who:
 - 2.1. are resident in the United Kingdom excluding employees of Europcar UK Limited and its subsidiaries (the “Europcar Group”), their close relatives and anyone otherwise connected with the organisation; and
 - 2.2. have held a valid current EEA driving license for a minimum of 12 months which carries no endorsements and allows them to drive both an automatic and manual car; and
 - 2.3. complete the quiz and submit their answers, together with their correct personal details, via <http://longtermflex.europcar.co.uk/the-great-british-driving-test/> by the closing date of the Promotion Period stated in paragraph 4 below.
3. There is no entry fee is required and no purchase is necessary to enter this competition.
4. The **Promotion Period** will start at 07.00 pm on the 15th of February of 2019 in the UK and will close at 5.30 pm on the 30th of April of 2019.
5. **To Enter**

Participants should visit <http://longtermflex.europcar.co.uk/the-great-british-driving-test/>, complete the quiz and supply their correct personal details.
6. All entries must be received by the end of the Promotion Period to be valid and no responsibility can be accepted for illegible, incomplete or late entries or for entries not received for whatever reason. Following closure of the Promotion Period no further entries will be accepted.
7. A maximum of one entry per person during the Promotion Period will be accepted. Any further entries submitted by the same person during the Promotion Period will not be accepted and are ineligible to win.
8. **The Prize**
 - 8.1. At the end of the Promotion Period 1 winner will be selected.
 - 8.2. There will be 1 prize of a Vauxhall Astra car (model & colour subject to availability) which the winner may keep for six months (the ‘**Prize Period**’)

free of rental charge and including a maximum mileage of 6,000 miles (1,000 miles per month) but subject to the winner paying a refundable deposit of 700, insuring the car fully comprehensively for the full Prize Period and agreeing to comply with the Promoter's Long Term Flex Rental Terms & Conditions, available for review at

<http://longtermflex.europcar.co.uk/wp-content/uploads/2018/09/Terms-Conditions-Long-Term-Flex.pdf>.

8.3. The start date of the Prize Period will be within 30 days of 1st of April of 2019

8.4. The winner will be **responsible** for

8.4.1. insuring the car. The Promoter will not be responsible for organising or overseeing the insurance but will require a copy of the insurance certificate before handing the car over to the winner. If there is excess on the insurance policy then the winner is responsible for that excess in the event of an accident or incident; and.

8.4.2. all parking & congestion charges, relevant tolls and fees and for any fines or penalties that arise during the winner's Prize Period. Full details of this obligation is set out in the Long Term Flex Rental Terms & Conditions.

9. Winner Notification

9.1. The winner is the Participant who is selected at random from all completed quiz submissions. The winner will be contacted by email within 10 working days (the "prize confirmation date"). The winner will be required to respond to confirm eligibility and accept the prize within 7 days of the initial contact by the Promoter.

9.2. In the event the winner does not respond to communications within the 7 day time period the Promoter reserves the right to disqualify that winner and to allocate the prize to another Participant selected at random.

9.3. The prize is not transferable, neither is it exchangeable and there will be no cash alternative.

9.4. The winner will be supplied with full information as to the next steps to follow to arrange their prize once s/he has been selected at random and has been given winner notification.

10. The Promoter reserves the right to cancel or amend the promotion and these terms and conditions, without notice. Any changes to the competition will be notified to entrants as soon as possible by the Promoter.

11. The Promoter is not responsible for inaccurate details supplied to any Participant by any third party connected with this promotion.

12. The Promoter's decision in respect of all matters to do with this competition will be final and no correspondence will be entered into.

13. **Data Protection**

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. Click <https://www.europcar.co.uk/privacy-policy> for the Promoter's privacy policy.

- 13.1. Pursuant to British law pertaining to the data collection and processing, Entrants have a right of access to, modification and withdrawal of their personal data. They also have a right to oppose such collection of their personal data under certain circumstances. To exercise such right, you may write to the Promoter. The data controller and data recipient is the Promoter, a company registered in England and Wales under company number 1089053. Your data will not be transferred outside the European Union.
- 13.2. The winner may be requested to participate in reasonable publicity arising from the promotion and agrees to the Promoter's use of his/her name and to an image of him / her taking delivery of the car.
14. **Promoter's Liability:**
 - 14.1. To the extent permitted by law, the Promoter shall not be liable to the winners for any loss or damage whatsoever caused (whether in contract, tort (including (without limitation) negligence), statutory duty or otherwise) arising out of or in connection with the competition and prize.
 - 14.2. The Promoter will not be responsible for the non-inclusion of entries or engagements as a result of technical failures or otherwise, including any such failure which is within the control of The Promoter. 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, votes or winner notifications.
 - 14.3. 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.
 - 14.4. In the event of any dispute the decision of the Promoter is final and no correspondence will be entered into.
15. By entering the Promotion, Participants confirm that they have read and agree to be bound by these terms & conditions and by the decisions of the Promoter, which are final in all matters relating to the Promotion. Failure to do so will result in the forfeiture of the prize.
 - 15.1. Any claim regarding the Promotion must be sent in writing to the address of the Promotion, indicating the contact information of the Participant, and must

- reach the Promoter at the latest one month after the Promotion has been closed.
- 15.2. Any dispute or disagreement regarding the interpretation or application of these rules and regulations will be settled by the Promoter under the control of the bailiff with whom the rules and regulations are lodged and after having received his/her advice. The decisions of the Promoter will be final and no appeal will be allowed.
 - 15.3. 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 cancel, terminate, modify or suspend the promotion.
16. The name and country of the winner will be available by sending an email to uk.marketing@europcar.com 2 months after the end of the Promotion Period.
 17. The responsibility of the Promoter may not be sought in relation to any incidents that may arise on account of the use or benefit of the allocated prize, except to apply legal public policy provisions. The Promoter reserves the right, for any reason whatsoever, to shorten, extend, defer or cancel the Promotion or to modify the conditions of access thereto and/or the terms of operation. The Participants may not claim any compensation. Any change will be notified in advance using any appropriate means. Modifications to the rules and regulations may be published during the Promotion.
 18. The promotion and these terms and conditions will be governed by English law and any disputes will be subject to the exclusive jurisdiction of the courts of England.