

## COMPETITION TERMS AND CONDITIONS

**The Promoter(s)** – The promoter(s) is Athletics Ireland.

**Eligibility Criteria** – This competition (“Competition”) is open to persons who are aged 18 years or over and are residents of Ireland. All employees or agents of the Promoters and their families are excluded.

**How to Enter** – Eligible Persons may enter the Competition by following Athletics Ireland and Irish Life Health on Instagram and tagging a friend in the comment section of the competition Instagram post. Only fully completed entries that are made in accordance with these terms and conditions will be eligible to take part in the Competition. The Promoters accept no responsibility should persons be unable to enter the Competition for any reason. Only one entry per person will be accepted. The Promoters reserve the right to disqualify any entrant for any reason whatsoever in its sole discretion. The Promoters do not accept any responsibility for any loss or damage, cost, expense or liability suffered or incurred by any person, entrant or otherwise, arising directly or indirectly out of or in connection with this Promotion.

**Closing Date** – The Competition will run from 4<sup>th</sup> June 2021 at 9am (“Opening Date”) until 25<sup>th</sup> June 2021 at 12pm (“Closing Date”). The Promoters reserve the right to alter the Opening Date and the Closing Date. The Promoters accept no responsibility for any delay or failure in the submission of entries or for any entry which is not received by it before the Closing Date for any reason, including for technical reasons.

**Terms of Participation** – Entrants are deemed to have accepted these terms and conditions by participating in the Competition.

**The Prize** – The prize is 2 Fitbit Charge 4s.

The Promoters shall not be responsible or liable for any matter arising out of or resulting from the Competition or the enjoyment of the Prize. The Prize is non-transferrable and cash will not be offered as an alternative to the Prize. The Promoters reserve the right to offer alternative prizes of equal or greater value should the advertised Prize become unavailable for any reason or where circumstances dictate.

**Selection of the Prize Winners** – The prize-winner will be selected at random by a draw conducted by the Promoters. An independent observer will supervise the draw.. The decision of the Promoters as confirmed by the independent observer is final and correspondence will not be entered into with any person. The prize-winner will be notified by phone or email.

**Miscellaneous** –The Promoters cannot accept responsibility for the acts or omissions of third parties. The Promoters shall not be liable to any person for any loss or damage howsoever caused, whether direct, indirect or consequential (whether in contract, tort or statutory duty or otherwise) arising out of or in connection with the Competition and/or the Prize other than death or personal injury caused by negligence of the Promoters and/or the Promoters’ respective personnel and/or deceit or fraud by the Promoters and/or the Promoters’ respective personnel.

The Promoters reserve the right to withdraw, cancel, suspend or amend the Competition or the terms and conditions of the Competition, with no liability to any entrant, the prize-winner or any third party. By accepting the Prize, the prize-winner grants the promoters the right to use and publish his/her name and picture in such media as the Promoters may choose (including but not limited to the internet) for advertising and promotional purposes without payment. The name and

county of the prize-winner will be displayed on the Promoters' Facebook page and Twitter account for a reasonable period of time after the prize-winner has been selected.

**Governing Law & Jurisdiction** – The Competition and these terms and conditions are governed by Irish Law. Any dispute arising out of or in connection with this Competition shall be dealt with exclusively by the Courts of Ireland.

**Data Protection** – The Promoters respect your privacy rights. We will make use of and process the personal data you provide in connection with the Competition to the extent and for the time necessary to administer this Competition. By participating in the Competition you consent to the processing of your personal data in this manner. In connection with these purposes, information may be shared, both inside and outside the European Economic Area, with third parties such as data processors and our service providers such as those to whom we outsource certain business operations, and as required by law.