Terms and Conditions of the Reseller Ski Holiday Competition

PRIZE PACKAGE

The prize package consists of:

Head to the Swiss Alps for an Unforgettable Weekend of Skiing!

Jet off to Switzerland for the ultimate weekend in the mountains, courtesy of Midwich! Touch down in Zurich, then enjoy a scenic train journey to Zermatt where you'll spend three nights at a luxury hotel with daily breakfast and dinner included. With ski equipment and ski passes for four days included, you'll be spoilt for choice as you discover the area's best pistes, snowy trails, mountain restaurants and more! When you're not on the slopes, explore the charming, traffic-free, village of Zermatt with its quaint little streets offering elegant boutiques, cosy bars and mouth-watering chocolate shops. Also known for its lively and varied après

TERMS & CONDITIONS

1. Definitions

1.1 The promoter (the "Promoter") is Midwich Limited of (registered in England company number 01436289) with registered offices at Vinces Road, Diss, Norfolk IP22 4YT.

1.2 The reseller (the "Reseller") is a customer of Midwich with a legal status as a sole trader, partnership or incorporated entity.

1.3 The title of the competition is Midwich Ski Competition (the "Competition").

2. THE COMPETITION and HOW TO ENTER

2.1 Competition entries will be made automatically by the Promoter when a reseller purchases £1000 worth of qualifying products within the promotional period.

2.2 Each £1000 will equate to 1 entry. There will a maximum of 5 entries per reseller.

2.3 The promotional period will commence on 18/11/19 at 9am and will continue until 13/12/19. The Competition ends on 13/12/19 at 5pm ("Closing Date"). Orders placed after the promotion period will not be eligible.

2.6 The Reseller has the right to refuse entry to the Competition by notifying <u>marketing@midwich.com</u>

2.7 The Promoter reserves the right to amend, extend or withdraw the Promotion if it deems it necessary to do so due to circumstances outside of its reasonable control.

3. ELIGIBILITY

3.1 The Competition is open to Midwich Resellers based in the United Kingdom (Mainland), aged 18 and over, except:

(a) employees of the Promoter or its holding or subsidiary companies;

(b) employees of agents or suppliers of the Promoter or its holding or subsidiary companies, who are professionally connected with the competition or its administration; or

(c) members of the immediate families or households of (a) and (b) above.

3.2 The Promoter may require you to provide proof that you are eligible to enter the Competition.

3.4 The Promoter reserves the right to investigate and undertake any action as is reasonable, if it considers that an entry is fraudulent or invalid or the Promoter has reasonable grounds to believe that the entrant has breached any of these terms and conditions.

3.5 The Promoter reserves all rights to disqualify you if your conduct is contrary to the spirit or intention of the prize competition.

4. THE PRIZE

4.1 The Prize is:

Prize package for 2 people includes:

- Return flights from London to Zurich (or Geneva)
- Return train travel between Zurich Airport and Zermatt
- 3 nights' luxury hotel accommodation (4* min), based on 2 people sharing a twin or double room
- Daily breakfast and dinner at the hotel
- 4-day ski equipment rental (includes skis, boots, poles and helmet)
- 4-day Zermatt ski passes
- Travel insurance with winter sports cover & travel management

Economy flights available from major international airports in London only; Flights may be indirect and not all routings will be available; Flight itinerary will be selected by prize provider at their sole discretion; Winner and guest must have full passport valid for at least 6 months at time of travel; Any necessary visas are responsibility of winner and guest; A valid credit or debit card will be required for security deposit purposes when checking into hotel accommodation; Hotel accommodation is based on two adults sharing one double or twin room; Hotel will be selected by prize provider at their sole discretion; Travel insurance is subject to restrictions and the terms and conditions of the insurance provider. It is the responsibility of the winner and/or their companion to meet any additional costs relating to obtaining insurance cover for any pre-existing medical condition and for any additional costs as may be specified where the winner and/or their companion are aged 70 or over; Prizes are non-transferable and non-refundable; Prize can be taken over set 12 month period from date of prize draw (excluding Feb half term, Christmas and New Year); All elements of the prize must be taken at the same time; Once booked, the prize cannot be altered or amended; At least one traveller must be aged 18 or over; Where any travellers are aged under 18, they must have prior parental or guardian permission; The prize excludes domestic ground transfers; The prize excludes meals and drinks, excursions, attractions, treatments, car hire, visas and personal expenses and anything not expressly included in the prize; If winner chooses to forfeit any of the stated activities then no alternative activities will be provided.

4.2 No cash or other prize alternatives are available.

4.3 The prize is not negotiable or transferable.

4.4 The winning reseller will have a 12 month redemption period (excluding Feb half-term, Christmas and New Year) from the closing date to claim the prize through Elements London.

5. WINNER ANNOUNCEMENT

5.1 The Competition prize winner will be drawn at random from all valid entries received on 13th January 2020.

5.2 Notification of the prize winner will be sent to the Resellers statutory director (incorporated entity), sole trader or partner, as appropriate to the company's legal status.

5.3 The promotor requests that the prize is awarded within the Reseller's business in accordance with their company policy of received gifts.

5.4 The prize winner must agree to have their company mentioned on the Promoter's social media platforms.

5.5 The prize winner will be required to provide the Promoter with contact details of the 2 x attendees to arrange the finer details of the trip. If the winner does not provide these details by 15th February 2020, the Promoter will withdraw the prize entitlement and award the Prize to a reserve winner selected at the same time as the original prize winner.

6. LIMITATION OF LIABILITY

Insofar as is permitted by law, the Promoter, its agents or distributors will not in any circumstances be responsible or liable to compensate the winner or accept any liability for any loss, damage, personal injury or death occurring as a result of taking up the Prize except where it is caused by the negligence of the Promoter, its agents or distributors or that of their employees. Your statutory rights are not affected.

GENERAL

7. These terms and conditions prevail in the event of conflict or inconsistency with any other communications, including advertising or promotional materials.

8. The Promoter will only process your personal information as set out in the at: https://store.midwich.com/about/tac/privacy_policy.

9. These terms and conditions shall be governed by English law, and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

10. Data Controller is: Midwich Limited, Vince's Road, Diss, Norfolk, IP22 4YT, United Kingdom.

11. No responsibility will be accepted for incomplete, lost or not received entries.