

VisitAberdeenshire competition and prize draw terms and conditions

1. The Promoter

The competition or prize draw promoter is Aberdeen & Aberdeenshire Tourism Company Limited a company incorporated and registered in Scotland with company number SC413620 whose registered office is VisitAberdeenshire, 1st Floor, Amicable House, 252 Union Street, Aberdeen, United Kingdom, AB10 1TN trading as VisitAberdeenshire (“**VisitAberdeenshire**”)

2. The Competition or Prize Draw

- 2.1. Details of the prize will be available at point of entry (the “**Prize**”).
- 2.2. Details on how to enter the competition or prize draw will be made clear to the user.

3. How to Enter

- 3.1. The competition or prize draw closing date will be clearly stated at the point of entry (the “**Closing Date**”) inclusive.
- 3.2. All competition or prize draw entries must be received by VisitAberdeenshire by no later than the Closing Date. All prize draw entries received after the Closing Date are automatically disqualified.
- 3.3. Details on how to enter the competition or prize draw will be made clear to the user.
- 3.4. There is no entry fee for entering the competition or prize draw.
- 3.5. VisitAberdeenshire will not accept responsibility for competition or prize draw entries not received.
- 3.6. By submitting a competition or prize draw entry, you are agreeing to be bound by these terms and conditions. For help with entries, please contact info@visitabdn.com.
- 3.7. The winner of the competition or prize draw will be selected at random by software, from all entries received and verified by VisitAberdeenshire. The decision of VisitAberdeenshire regarding any aspect of the competition or prize draw is final and binding and no correspondence will be entered into.

4. Eligibility

- 4.1. The competition or prize draw is open to everyone aged 18 years or over, except:
 - 4.1.1. employees of VisitAberdeenshire;
 - 4.1.2. Employees of agents or suppliers of VisitAberdeenshire, who are professionally connected with the competition or prize draw or its administration; or
 - 4.1.3. members of the immediate families or households of (4.1.1) and (4.1.2) above.
- 4.2. In entering the competition or prize draw, you confirm that you are eligible to do so and eligible to claim the prize. VisitAberdeenshire may require you to provide proof that you are eligible to enter the competition or prize draw.
- 4.3. There is a limit of one entry per person. Multiple entries from the same person will be disqualified.
- 4.4. VisitAberdeenshire reserves the right to disqualify you if your conduct is contrary to the spirit or intention of the competition or prize draw.

5. Winner

- 5.1. The decision of VisitAberdeenshire is final and no correspondence or discussion will be entered into.
- 5.2. VisitAberdeenshire will contact the winner personally by the date specified at the point of entry using the email address provided with the competition or prize draw entry.
- 5.3. VisitAberdeenshire must either publish or make available information that indicates that a valid award took place. To comply with this obligation VisitAberdeenshire will make available the winner’s name if requested, by emailing info@visitabdn.com. If you object to your name being published or made available, please contact VisitAberdeenshire at info@visitabdn.com. In such circumstances, VisitAberdeenshire must still provide the information and winning entry to the Advertising Standards Authority on request.
- 5.4. The competition or prize draw winner’s name will be available 28 days after the Closing Date by emailing info@visitabdn.com.

6. Prize

- 6.1. VisitAberdeenshire will make all reasonable efforts to contact the winner. If the winner cannot be contacted or is not available, or has not claimed their prize by the date specified at the point of entry VisitAberdeenshire reserves the right to offer the Prize to the next eligible entrant selected from the entries that were received before the Closing Date.
- 6.2. The Prize must be used by the date specified at the point of entry.
- 6.3. VisitAberdeenshire does not accept any responsibility if you are not able to take up the Prize.
- 6.4. Details of the prize will be clearly stated at the point of entry. VisitAberdeenshire reserves the right to replace the Prize with an alternative prize of equal or higher value if circumstances beyond VisitAberdeenshire's control make it necessary to do so.
- 6.5. The Prize is not negotiable or transferable and there is no cash alternative available.
- 6.6. VisitAberdeenshire does not accept any responsibility for inaccurate prize details being supplied by the Supplier or any other third party connected with the competition or prize draw.
- 6.7. Additional terms and conditions will be associated with individual suppliers/prizes, these will be provided in a PDF document at time of entry.

7. Limitation of Liability and Force Majeure

- 7.1. Insofar as is permitted by law, VisitAberdeenshire 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 VisitAberdeenshire.
- 7.2. VisitAberdeenshire shall not be in breach of these terms and conditions nor liable for delay in performing, or failure to perform, any of its obligations under these terms and conditions if such delay or failure results from events, circumstances or causes beyond its reasonable control, including without limitation, acts of God, flood, drought, earthquake (or other natural disaster), epidemic or pandemic, fire, strike or any law or action taken by a government of public authority.

8. Data Protection

VisitAberdeenshire will only process your personal information as set out in the privacy notice - <https://www.visitabdn.com/about-us/policies/privacy-and-cookies/>. See also *Clause 5.3*, with regard to the announcement of the winner.

9. General

- 9.1. If there is any reason to believe that there has been a breach of these terms and conditions, VisitAberdeenshire may, at its sole discretion, reserve the right to exclude you from participating in the competition or prize draw.
- 9.2. VisitAberdeenshire reserves the right to hold void, suspend, cancel, or amend the prize draw where it becomes necessary to do so.
- 9.3. The competition or prize draw is in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter or any other social network. You are providing your information to VisitAberdeenshire and if selected, a partner organisation.
- 9.4. These terms and conditions shall be governed by Scots law, and the parties submit to the exclusive jurisdiction of the courts of Scotland.