

## **COMPETITION TERMS AND CONDITIONS**

Register and enter the competition to win £50 TICKET MASTER ENTERTAINMENT VOUCHER

### How to enter

Simply register, by completing the questionnaire and your name will be entered into the prize draw. The online competition will be available on the website UNTIL 31<sup>st</sup> October 2011.

### Terms and Conditions

1. This draw is only open to UK residents, with the exception of Shewee Ltd employees, their immediate families or anyone connected with the promotion.
2. Entrants must have internet access to be eligible for the voucher
3. Entry to the draw is free. No purchase necessary. Only one entry per person is permitted.
4. To participate, simply register your name, surname and email and complete the questionnaire. You will automatically be entered into a prize draw.
5. Entries must be received on or before 31st October 2011. The price draw will take place on 30<sup>th</sup> November. 1 completed entry drawn at random will receive the £50 Entertainment Voucher.
6. Winner will be drawn at random by an independent adjudicator.
7. The winner will be notified by email no later than 31<sup>st</sup> December 2011.
8. The judges' decision is final and no correspondence will be entered into.
9. Proof of sending will not be accepted as proof of receipt. Responsibility cannot be accepted for entries lost, damaged or delayed due to technical problems.
10. Bulk entries made from trade, consumer groups or third parties will not be accepted.
11. The winner agrees to participate in publicity accompanying or resulting from the promotion.
12. The names of the winner will be available by sending a S.A.E. to Shewee Ltd. 49 Walton Street, Walton on the Hill, Surrey KT20 7RR within 6 weeks of the closing date.
13. The offer is as stated, and there are no alternatives or cash substitutes.
14. UK law applies and UK courts shall have exclusive jurisdiction over any proceedings in connection with this promotion.
- 15. Entrants must read and accept the terms and privacy statement to be eligible.**

**[ ] Please tick this box if you do not wish to be contacted by or on behalf of Shewee Ltd or affiliated companies, 49 Walton Street, Walton on the Hill, Surrey KT20 7RR, with regard to products or promotions in the future. You have rights of access to and correction of data concerning you**

**PROMOTER: Shewee Ltd, 49 Walton Street, Walton on the Hill, Surrey KT20 7RR**

## **WEBSITE TERMS AND CONDITIONS AND PRIVACY POLICY**

### **Important**

Thank you for accessing our website ("The Website"). Please read these terms and conditions (the "Terms") before using the Website. The Website is operated by Shewee Ltd (registered number 04667278, registered office at 18 Howard Close, Walton on the Hill, Surrey KT 207QF). By using the Website, you signify your acceptance of the Terms in consideration of which Shewee Ltd provides you with access. From time to time Shewee Ltd may modify the Terms. Accordingly, please continue to review the Terms whenever accessing or using the Website. If at any time you do not wish to accept the Terms, you may not use the Website. From time to time Shewee Ltd may run competitions and promotions via the Website. Separate terms and conditions will be posted where applicable governing such competitions and promotions.

### **No reliance**

While Shewee Ltd has endeavoured to ensure the accuracy of the information accessed via the Website, Shewee Ltd does not guarantee or give any warranty as to the accuracy, timeliness or completeness of any information or material on the Website.

### **Links to website**

Websites or pages to which the Website is linked are for information only and have not been reviewed by Shewee Ltd. Shewee Ltd has no responsibility for the content of the websites or pages linked or linking to this website, and Shewee Ltd accepts no responsibility or liability for any losses or penalties whatsoever that may be incurred as a result of any linking to any location on any linked websites.

### **Intellectual Property**

The Website, including (but not limited to) text, content, software, video, music, sound, graphics, photographs, illustrations, artwork, photographs, names, logos, trademarks, service marks and other material ("Content") is protected by copyrights, trade marks and/or other proprietary rights. The Content includes both content owned or controlled by Shewee Ltd and content owned or controlled by third parties and licensed to Shewee Ltd. All individual articles, reports, and other elements making up the Website may be copyright works. You agree to abide by all applicable copyright laws and by all additional copyright notices or restrictions contained in the Website. You may not use any of Shewee Ltd's trademarks or trade names without Shewee Ltd's prior express written consent and you acknowledge that you have no ownership rights in and to any of those names and marks. You agree to notify Shewee Ltd in writing promptly upon becoming aware of any unauthorised access to or use of the Website by any party or of any claim that the Website or any of the contents of the Website infringes any copyright, trade mark, or other contractual, statutory or common law rights of any party.

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  - you make only personal, non-commercial use of such download and/or printed copy;
- and
- you retain on such download and/or printed copy all copyright notices and shall remain bound by the terms of such wording and notices.

Additionally, you may not offer for sale or sell or distribute over any other medium (including distribution by over-the-air television or radio broadcast or distribution on a computer network) the Content or any part thereof. You may not make any part of the Website available as part of another website, whether by hyperlink framing on the internet or otherwise. The Website and the information contained therein may not be used to construct a database of any kind, nor may the Website be stored (in its entirety or in any part) in databases for access by you or any third party or to distribute any database websites containing all or part of the Website.

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If you would like information about obtaining Shewee Ltd's permission to use any of the Content or if you would like to link your website to the Website, e-mail your enquiry to [sales@shewee.com](mailto:sales@shewee.com)

**No warranty**

The Website and the Content are provided "as is" excluding any warranties of any kind, either express or implied, to the fullest extent permissible pursuant to applicable law including (but not limited to) the exclusion of warranties of title, merchantability, satisfactory quality, fitness for a particular purpose and non-infringement of proprietary or third party rights. Shewee Ltd further accepts no responsibility or liability for functions contained on the Website and makes no warranties that the Website will operate uninterrupted or error-free or that defects will be corrected. Please note that some jurisdictions do not allow the exclusion of implied warranties, so some or all of the above exclusions may not apply to you.

Shewee Ltd does not warrant that the Website is compatible with your computer equipment or that the Website or its server is free of errors or viruses, worms or "Trojan horses" and Shewee Ltd is not liable for any damage you may suffer as a result of such destructive features.

Shewee Ltd shall not be held responsible for Content provided by third parties. Shewee Ltd is also not responsible for the reliability or continued availability of the telephone lines and equipment you use to access the website.

These Terms do not affect your statutory rights or your legal rights as a consumer.

**Limitation of Liability** You acknowledge that your use of the Website, including the Content is at your own risk. If you are dissatisfied with the Website, the Terms or any or the Content your sole remedy is to discontinue use of the Website.

Save in respect of fraud and of personal injury or death to the extent it results from Shewee Ltd's negligence, in no event will Shewee Ltd be liable to you or any third party for any direct, special, indirect, consequential or incidental damages, exemplary or lost profits, or any other damages of any kind whether based on warranty, contract, tort (including negligence) or otherwise, even if Shewee Ltd has been advised of the possibility thereof. Applicable law may not allow the limitation or exclusion of liability for consequential or incidental damages, so this limitation or exclusion may not apply to you.

### **Local Laws and Regulations**

The Website is not directed at any person in any jurisdiction where for any reason the publication or availability of the Website is prohibited. Those in respect of whom such prohibitions apply must not access the Website.

Shewee Ltd does not represent that either the Website or the Content are appropriate for use or permitted by local laws in all jurisdictions. Those who access the Website do so on their own initiative and are responsible for compliance with applicable local laws or regulations; legal advice should be sought in cases of doubt

### **Indemnity**

You agree to indemnify, defend, and hold harmless each of Shewee Ltd, its employees, representatives and agents, from and against any claims, actions, demands or other proceedings brought against any of Shewee Ltd, its employees, representatives or agents, by a third party, to the extent that such claim, suit, action or other proceeding brought against Shewee Ltd, its employees, representatives, suppliers, or agents is based on or arises in connection with:

- your use of the Website;
- any breach by you of the Terms;
- a claim that any use of the Website by you (infringes any intellectual property rights of any third party, or any right of personality or publicity, or is libellous or defamatory, or otherwise results in injury or damage to any third party);
- any deletions, additions, insertions, or alterations to, or any unauthorised use of, the Website by you; or
- any misrepresentation or breach of representation or warranty made by you contained herein.

References in this section of the Terms to your use of the Website shall be deemed to include any use by a third party where such a third party accesses the Website using your computer.

You agree to pay Shewee Ltd, its employees, representatives, and agents any and all costs, damages, and expenses (including reasonable legal fees) awarded against any of them or otherwise incurred by any of them in connection with or arising from any such third party claim, suit, action or proceeding attributable to any such third party claim.

### **Termination**

Either you or Shewee Ltd may terminate these terms with or without cause at any time. If Shewee Ltd terminates these terms, Shewee Ltd will email you at the address you provide on registration, and you will be deemed to have received it within one hour of transmission. Termination will be effective at that time. You will be responsible for notifying us of any changes to your email address. You may terminate by sending an email to mail@shewee.com. On termination you shall destroy all Content, and copies thereof, obtained from the website.

### **Changes to the website**

You accept that Shewee Ltd has the right to change the content or technical specifications of any aspect of the Website at any time at Shewee Ltd's sole discretion. You further accept that such changes may result in your being unable to access the website.

### **Waiver**

No waiver by Shewee Ltd of any breach of any obligation arising under these Terms shall constitute a waiver of any other breach and no failure to exercise or partial exercise by Shewee Ltd of any remedy shall constitute a waiver of the right subsequently to exercise that or any other remedy.

### **Governing law and jurisdiction**

The Terms are governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English courts.