

# RECOMMEND A FRIEND – PRODUCT PROMOTION TERMS AND CONDITIONS

By participating in the Product Promotion, all Entrants will be deemed to have read, understood, accepted and be bound by these terms and conditions. Please retain a copy for your information.

## DEFINITIONS

In these terms and conditions:

"Closing Date"	means 23:5900 GMT on 30 November 2021;
"Entrant"	means any person (being a Recommender) (excluding a limited company, partnership or limited liability partnership) who enters the Product Promotion in accordance with these terms and conditions;
"Legal Completion" and "Legally Completed"	means when legal title passes and equitable rights merge with the legal title on the sale of a property;
"Product Promotion"	means the Product Promotion operated by the Promoter in accordance with these terms and conditions;
"Prize"	has the meaning given to it in clause 5.2;
"Promoter"	has the meaning given to it in clause 1;
"Promotional Period"	has the meaning given to it in clause 3.3;
"Recommendee"	means the person (friend) that has been recommended by the Recommender;
"Recommender"	means the person recommending a person (friend);
"Start Date"	means 00:00 GMT on 01 December 2020;
"Valid Entry"	has the meaning given to it in clause 3.1;
"Website"	means the website operated by the Promoter in relation to the Product Promotion at <a href="http://www.stmodwenhomes.co.uk">www.stmodwenhomes.co.uk</a> ; and
"Winner"	means the winner of a Prize.

## 1. THE PROMOTER

The promoter is St. Modwen Homes Ltd, Park Point 17 High Street, Longbridge, Birmingham, B31 2UQ. Company Number: England & Wales 09095920 (the "**Promoter**").

## 2. THE PRODUCT PROMOTION

2.1 The Product Promotion is operated by the Promoter.

2.2 Each Entrant can enter the Product Promotion in accordance with clause 3. Entrants must meet the Eligibility criteria set out in clause 4. The selection and announcement of the Winner will be as per clauses 6 and 7.

## 3. HOW TO ENTER

3.1 In order to enter the Product Promotion, each Entrant must:

3.1.1 A Recommend a Friend Card will be given to the Recommender on Legal Completion of their St. Modwen home, or when requested by the Recommender at any time after Legal Completion but before the Product Promotion Closing Date. Prior to being presented, all parts of the information requested in the Recommend a Friend Card must be completed, with signatures from both the Recommender and the Recommendee.

3.1.2 The Recommendee must present the fully completed and signed Recommend a Friend Card to their Sales Consultant at the time of reservation of their St. Modwen Home. Please note that you will not qualify for the Product Promotion if the Recommend a Friend Card is presented at any other time. The fully completed and signed Recommend a Friend Card is to be kept on file by the St. Modwen Sales Consultant until the Recommendee has Legally Completed on their new St. Modwen home.

3.1.3 Only when the Recommendee has also Legally Completed on their new St. Modwen home will a cheque for the sum of £250 be issued to each party (the Recommendee and Recommender). The St. Modwen Sales Team will check their system to confirm when the Recommendee has Legally Completed. The issuing of the cheque to each party will be administered by the St. Modwen Finance Team.

3.1.4 Upon sending out the cheque of £250 to each party (the Recommender and Recommendee) the name and contact details of the Recommender only will be entered into a Prize Draw to win the Prize. The Recommendee will not be entered into the Prize Draw ("**Valid Entry**").

3.2 Each Entrant will be asked to provide their contact details (including postal and e-mail addresses and a telephone number), when completing the Recommend a Friend Card.

3.3 The Product Promotion starts on the Start Date and remains open until the Closing Date ("**Promotional Period**").

3.4 All Valid Entries must be received by the Promoter by no later than the Closing Date. All Product Promotion entries received after the Closing Date are automatically disqualified.

3.5 Unless the Promoter chooses to extend (in accordance with clause 9) the Closing Date, the Product Promotion will close on the Closing Date (the "**Closing Date**").

3.6 Entries which are incomplete, misspelt, inaudible, or incomprehensible are void and will not be entered into this Product Promotion. Only completed entries will be entered into the Product Promotion.

3.7 English is the only language in which the Entrant may submit their entry.

3.8 By entering into the Product Promotion, each Entrant acknowledges that their Valid Entry into the Product Promotion does not guarantee in any way that they will win a Prize.

3.9 The Promoter will not accept:

3.9.1 responsibility for Product Promotion entries that are incomplete, fraudulent, received after the Closing Date, lost, mislaid, damaged or delayed in transit, regardless of cause, including, for example, as a result of any equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind including the Website; or

3.9.2 proof of transmission, as proof of receipt of entry to the Product Promotion.

#### **4. ELIGIBILITY**

4.1 The Product Promotion is open to all Entrants in England, Wales and Scotland. It is not open to those in Northern Ireland.

4.2 The Product Promotion is **NOT** open to:

4.2.1 employees of the Promoter, or any of its holding companies or subsidiaries or subsidiaries of holding companies ("**Group Companies**");

4.2.2 employees of agents or suppliers of the Promoter, who are professionally connected with the Product Promotion or its administration;

4.2.3 members of the immediate families or households of (4.2.1) and (4.2.2) above; or

4.2.4 a previous winner of a St. Modwen Homes – Refer a Friend – Product Promotion prize of £100,000.00.

4.3 In entering the Product Promotion, each Entrant confirms that they are eligible to do so and eligible to claim any Prize they may win. The Promoter may require an Entrant to provide proof that they are eligible to enter the Product Promotion. The Promoter reserves the right to verify that the sale of a property has Legally Completed by carrying out checks in the Land Registry or the Land Register for Scotland.

4.4 The Promoter will **NOT** accept Product Promotion entries that:

4.4.1 are automatically generated by computer;

4.4.2 are bulk entries;

4.4.3 are completed by third parties, agents or organised groups;

4.4.4 have been altered, reconstructed, forged or tampered with; or

4.4.5 are incomplete;

4.4.6 are submitted behalf of another person; and/or

4.5 Only one Recommend a Friend Card can be used on the purchase of a single St. Modwen Homes property.

4.6 There can only be one Valid Entry per person.

4.7 At the time of the Prize Draw being drawn the Winner must confirm and evidence that they are still an existing home owner of a St. Modwen home in order to claim the Prize.

4.8 The Promoter reserves all rights to disqualify an Entrant if the Entrant's conduct is contrary to the spirit or intention of the Product Promotion. Any person attempting to circumvent the entry process or prize draw will be immediately disqualified.

## **5. THE PRIZE**

5.1 The Prize is not negotiable or transferable. The Promoter reserves the right to offer an alternative Prize, of greater or equal value.

5.2 The Prize consists of £100,000.00 (One Hundred Thousand Pounds) to be set off against the Winner's mortgage for a St. Modwen home. Should the Winner: (i) not have a mortgage on their St. Modwen home; (ii) the mortgage is less than £100,000.00 on their St. Modwen home; or (iii) the Mortgagee of the St. Modwen home will not allow a third party to pay off the mortgage, then the balance of the monies will be offered in cash (together, the "**Prize**").

5.3 The prize sum of £100,000.00 is the gross amount of money that will be paid out and does not include any associated costs, fees and expenses which may be incurred by the Winner, or which are related to the Winner's mortgage, in relation to the Winner accepting the Prize, including without limitation any fees incurred by the Winner in respect of early repayment of mortgage charges (if applicable)..

5.4 There is a limit of one Prize per person, with one Prize awarded per Promotional Period.

## **6. SELECTION OF THE WINNER**

6.1 The draw to determine the Winner will take place in the 14 working day period after the Closing Date.

6.2 The Winner of the Product Promotion will be the first Entrant selected at random by an independent person out of all Valid Entries correctly submitted in accordance with these terms and conditions. The draw may be a broadcast 'live draw' whereby the Winner may be announced at this stage.

6.3 The independent person will be demonstrably independent, especially from the Promoter and anyone else connected with the Product Promotion and from the pool of Entrants from which the eventual Winner is picked. Those appointed to act as an independent person will be competent to judge the prize draw and their full names are available on request.

6.4 Entrants acknowledge that, if selected as a Winner, the Promoter may use their surname and county of residence to announce the Prize and the outcome of the promotion and to promote and advertise St. Modwen Homes, its business and sales. The Promoter relies on its legitimate interests to announce and confirm the Prize and the outcome of the promotion and to promote, market and advertise its business and sales when processing any personal data for these purposes. As a minimum, this would include the use of the Winner's surname and county of residence at the time of the broadcast 'live draw' and across all forms of media, to include but not be limited to: Instagram, Facebook, Twitter, Google paid ads, Press, the St. Modwen Homes' Website and LinkedIn. If any Winner objects to the use of their personal data in this way they may do so by notifying the Promoter at [sales@stmodwenhomes.co.uk](mailto:sales@stmodwenhomes.co.uk). The Promoter will make an assessment as to whether there is a basis for it to continue to use that personal data and inform the Winner of the outcome of its assessment.

6.5 Without prejudice to clause 6.4, the Promoter may wish to undertake other publicity and marketing activities. The Promoter may wish to include the Winner in such publicity and marketing activities as it deems reasonable in which case the Promoter will inform the Winner of these activities and agree how and on what basis the Winner may be included in such activities. The Winner shall take part in such reasonable publicity and marketing where agreed without any additional payment or compensation being paid.

## **7. WINNER ANNOUNCEMENT**

- 7.1 The Winner will be informed via email or telephone within 14 working days of the Closing Date, using the email address provided from their Valid Entry. The Promoter will not amend any contact information once the Product Promotion entry form has been submitted.
- 7.2 The decision of the Promoter is final and no correspondence or discussion will be entered into.
- 7.3 The Promoter will send details of the surname and county of each Winner to anyone who sends a request in writing within three months after the Closing Date requesting details of the Winner and who encloses a self-addressed envelope to the Promoter at the address given above. The Promoter relies on its legitimate interests to announce and confirm the Winner of the Prize and the promotion when processing any personal data for these purposes.

## **8. CLAIMING THE PRIZE**

- 8.1 Each Winner must accept their Prize via e-mail within 7 days of being notified of their win.
- 8.2 Each Winner will be required to provide, a copy of their passport or driving licence and current mortgage statement on their St. Modwen home to the Promoter to prove their identity and to enable the Prize to be won. Evidence of the remaining mortgage debt will need to be provided, together with any other evidence requested by the Promoter to establish that Clause 5.2(i), (ii) or (iii) above applies, to the satisfaction of the Promoter, in order for a cash prize to be offered.
- 8.3 The Promoter will make all reasonable efforts to contact the Winner. If the Winner cannot be contacted, is not available or fails to claim their Prize within 7 days of being notified of their win, the Promoter reserves the right to offer the Prize to another Entrant selected from the Valid Entries that were received before the Closing Date.
- 8.4 The Promoter does not accept any responsibility if the Winner is not able to claim or take up a Prize.
- 8.5 A Prize may not be claimed by a third party on the Winner's behalf.
- 8.6 The Prize will be deemed to be awarded once the identity of the Winner has been confirmed (as per clause 8.2). The Promoter shall make the payment of the prize money directly to the Mortgagee of the Winner's St. Modwen home, or if offered in cash or balance of the monies, to the Winner, The Prize will be paid within 14 working days after the Prize has been awarded.

## **9. CHANGES TO THE PRODUCT PROMOTION**

- 9.1 The Promoter reserves the right to amend, extend or terminate the Promotion and the Closing Date without notice for unavoidable circumstances which are beyond its reasonable control. Entrants shall be deemed to have agreed to any such amendment, extension or termination.
- 9.2 Any amendment, extension or termination of the Promotion or Closing Date will be communicated via email being sent to each Entrant with a Valid Entry.

## **10. LIMITATION OF LIABILITY**

- 10.1 Except for any legal responsibility that the Promoter cannot exclude in law (such as for death or personal injury), or arising under applicable laws relating to the protection of the Winner's personal information, the Promoter is not responsible or liable to compensate the Winner or accept any liability for:
- (a) 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;

- (b) losses that were not foreseeable to the Winner and the Promoter when the contract was formed;
- (c) losses that were not caused by any breach on the Promoter's part;
- (d) business losses; and
- (e) losses to non-consumers,

10.2 The Promoter accepts no liability for errors or omissions contained within the Prize details, description or specification or any part of the Website. It is the responsibility of each Entrant (and in particular the Winner) to satisfy him/herself as to the accuracy of any such detail and/or content of the Website.

10.3 Your statutory rights are not affected.

## **11. OWNERSHIP OF ENTRIES AND INTELLECTUAL PROPERTY RIGHTS**

11.1 The Promoter does not claim any rights of ownership in your promotion entry.

## **12. HANDLING OF PERSONAL DATA**

12.1 Personal data captured during the course of the Product Promotion will be handled in accordance with these terms and the Promoter's Privacy Policy, as found on the Promoter's Website <https://www.stmodwenhomes.co.uk/downloads/privacy-notice.pdf> and the local Data Protection Laws and Regulations in force at the time of the Product Promotion.

12.2 Where the Promoter relies on its legitimate interests to process any personal data the Entrant can object to such processing by contacting the Promoter at [sales@stmodwenhomes.co.uk](mailto:sales@stmodwenhomes.co.uk). The Promoter will make an assessment as to whether there is a basis for it to continue to use that personal data and inform the Entrant of the outcome of its assessment.

12.3 Further details of the Entrant's rights under data protection laws are set out in the Promoter's Privacy Policy. The Entrant can request that inaccurate or incomplete personal data is rectified and can ask for a copy of the personal data that the Promoter holds about them.

12.4 If at any time the Entrant no longer wants to take part in the Promotion it can withdraw its entry at anytime prior to payment of the Prize by writing to the Promoter [at sales@stmodwenhomes.co.uk](mailto:sales@stmodwenhomes.co.uk).

## **13. DATA PROTECTION**

13.1 Each Winner confirms that they understand that the surname and county of residence of each Winner will be posted on the Website and other media as set out in clause 6.4 for the purpose of announcing the Winner of the Prize within 24 hours of the Winner being determined. Information on the Website and other such media is public, viewable and generally searchable around the world.

13.2 The Promoter relies on its legitimate interests to announce the Winner of the Prize and promotion and to promote, market and advertise its business and sales when using any personal data for these purposes. If any Entrant objects to the use of their personal data in this way they may do so by notifying the Promoter at [sales@stmodwenhomes.co.uk](mailto:sales@stmodwenhomes.co.uk). The Promoter will make an assessment as to whether there is a basis for it to continue to use that personal data and inform the Entrant of the outcome of its assessment.

## **14. GENERAL**

14.1 The Promoter does not guarantee continuous uninterrupted or secure access to the Website. Numerous factors outside the control of the Promoter may interfere with the operation of the Website.

14.2 Entries must be received during standard opening times for St. Modwen Homes' site offices.

- 14.3 If any clauses of these terms and conditions should be determined to be illegal, invalid or otherwise unenforceable then it shall be severed and deleted from these terms and conditions and the remaining clauses shall survive and remain in full force and effect.
- 14.4 These terms and conditions prevail in the event of any conflict or inconsistency with any other communications, including advertising or Product Promotion materials.
- 14.5 If there is any reason to believe that there has been a breach of these terms and conditions, the Promoter may, at its sole discretion, reserve the right to exclude an Entrant from participating in the Product Promotion.
- 14.6 Nothing in these terms and conditions shall limit any rights and remedies available to an Entrant under the Consumer Rights Act 2015 and the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.
- 14.7 The Promoter will be in no way liable for any failure or inability to make contact with any Entrants due to any errors, omissions in the contact details provided by the Entrants.
- 14.8 These terms and conditions shall be governed by and construed in accordance with the laws of England and the Promoter and Entrants recognise that any disputes shall be subject to the exclusive jurisdiction of the English Courts. As a condition of entering the Product Promotion, Entrants must ensure that, by doing so, they do not contravene any laws of their country of residence. The Promoter will not be liable in any way if an Entrant enters the Product Promotion unlawfully.