

Club Asia Competition Terms & Conditions

1. Introduction

1.1 These Terms and Conditions ("Terms") shall be binding on you (and your guests where applicable) (together "you") when entering any competitions ("Competition(s)") operated by Club Asia (London) Limited ("CA"), its sponsor(s) or any company, radio station or website owned or controlled (directly or indirectly) by CA from time to time.

1.2 Entry and participation in any competition shall be deemed an unconditional acceptance by you of these Terms. All entry instructions and any other specific details relating to the competition or the prizes form part of these Terms.

1.3 You must pass a copy of these Terms to your guests (if applicable) and ensure that they comply with them.

1.4 It is agreed and accepted by you that CA shall have no liability whatsoever in respect of competitions operated on behalf of third parties (for example, sponsors) (except in respect of death or personal injury directly attributable to CA's negligence).

1.5 You have made certain representations and warranties to CA (both in these Terms and otherwise) in applying for a place on the Competition. CA has relied on the accuracy and truth of such representations and warranties in granting a place to you. Should CA or its agents become aware of any fraud, deceit or similar action undertaken in connection with the Competition or otherwise, or any act or omission which might have (in CA's opinion, which shall be final) an adverse effect on the Competition, CA (or any of its radio stations), reserves the right to forfeit your place on the Competition (without giving any reason and without notice).

1.6 You agree to co-operate with and comply with all reasonable requests of CA and its agents and employees (and in particular the health and safety team) in connection with the Competition and its broadcast.

2. Eligibility to enter competitions

2.1 You must be a resident of Great Britain. Employees of CA, their families, press, agencies or any persons directly or indirectly connected with the competition are not eligible to enter any competitions.

2.2 Only one entry per person will be permitted. No "duos", groups, or teams will be allowed to enter together. Multiple entries unless where expressly permitted, will be disqualified. Any ties, disputes, conflicts, questions or concerns regarding CA contests and/or their associated prizes will be handled by the CA Sponsorship and Promotions Department, whose decisions are final and indisputable.

2.3 You represent and warrant that you are at least 18 years of age on the date of the Agreement and, if requested by CA, shall provide evidence your age.

2.4 Contest/Prizes subject to regulations and laws and is void where restricted or prohibited by law. Upon winning any prize from CA, the contestant is no longer eligible to win any prize from CA within a thirty (30) day period following the first win.

2.5 Upon winning a prize valued at £500 or more or winning a trip, the household may not win a second trip or prize valued at £500 or more within a one (1) year period following the first win.

2.6 Winners must use their true, legal name when playing contests or claiming prizes and may not win any contest under an assumed name. Winner will be disqualified and prize(s) forfeited if they are found playing under an assumed name or alias.

3. Health and Safety

3.1 By signing the Agreement, you confirm and warrant that, to the best of your knowledge, your general state of health is good and you have no medical condition that could be adversely affected by strenuous exercise or any of the events or activities planned or reasonably expected to be involved in the Competition.

3.2 You must take all reasonable steps to ensure your own health and safety. Any behaviour or act or conduct by you which CA considers to pose any medical, security or safety risk will lead to your immediate disqualification (including without limitation any abusive behaviour, physical or psychological).

3.3 You are obliged to take all reasonable steps to ensure the safety standards and the general appropriateness of activities undertaken during the Competition and acknowledges that all activities are undertaken at your own risk. You must notify CA of any medical or other condition

which may mean that you are unfit for travel or participation in the Competition as soon as you become aware of such a condition. CA reserves the right to forfeit your place on the Competition or the Prize (without liability or compensation) if, in its opinion, you may expose yourself or others to risk of illness or injury or to the cancellation, disruption, or curtailment of the Competition.

3.4 You agree not to carry on your person (or in your possession or control) or to purchase or consume during the Competition any illegal substance. You acknowledge and agree that alcohol consumption will only be allowed with the express prior consent of CA and the health and safety team, who will have full authority to direct that you shall not consume any more alcohol.

3.5 You will comply with all directions of CA in respect of health and safety (failure to do so may lead to immediate disqualification, at CA's direction).

3.6 You confirm that you are not taking any medication at present and will not during the Competition.

4. The Competition

4.1 The interests and good reputation of CA and its associated services are paramount and CA may, at its sole discretion, withdraw a place or require you to cease to have any involvement in the Competition if it believes it is in the best interests of CA to do so. In particular (without limitation), CA reserves the right to immediately withdraw your place on the Competition or the Prize if it believes you to be in breach of any of its obligations, or representations and warranties, under these Terms or otherwise conducts yourself in a manner which is inappropriate or unsuitable (in the discretion of CA). You shall be responsible for any additional costs in this respect (including the costs of your early return back to the country, if necessary). You will not by any act or omission do anything, which might bring CA or its associated services into disrepute.

4.2 You represent and warrant that you do not have any criminal convictions or criminal record and have not undertaken any past act or conduct which could affect the reputation of the Competition or CA. You also warrant that you do not currently, and have not in the past, worked for any other radio station or media organisation in the United Kingdom.

4.3 You will comply with the instructions and directions of CA (failure to do so may lead to immediate disqualification, at CA's direction).

4.4 Incomplete or indecipherable entries will be void (in CA's absolute discretion).

4.5 CA does not accept responsibility for entries lost, damaged or delayed in transit to the competition address. Proof of posting will not be accepted as proof of receipt (nor will proof that an e-mail has been sent rather than received).

4.6 Source material utilised by CA's question compilers shall be taken as correct.

4.7 Late entries will not be accepted (in CA's discretion).

4.8 CA is not responsible for any disconnection of a participant's telephone call due to local or long distance phone company's failure, power company failure, or other act of god.

4.9 In the case of a prize draw, the first correct entry drawn will be the winner.

4.10 The decision of CA's judges is final and conclusive in all circumstances and no correspondence will be entered into.

4.11 CA shall be entitled, in its absolute discretion, to cancel a competition with immediate effect by on air announcement (in the case of on-air competitions) or by stating the same on the relevant website (in the case of on-line competitions) without any liability in respect thereof.

4.12 In this event (and assuming a valid claim has already been made) in the case of holiday prizes, CA will use reasonable endeavours to offer an alternative prize at some other time and/or some other destination, which may be accepted instead by you. If such alternative prize is not accepted (or not made) you shall have no claim against CA in respect of the cancellation or delay of the Competition or prize or for any expense or damage whatsoever incurred as a result thereof.

5. Competition Entries via Text Message

5.1 Please note, only callers with mobile phones using certain networks will be able to participate in Competitions using a Short Message Service ("SMS") known commonly as a text message. Users should check with their service provider for details of compatibility.

5.2 Entries to Competition(s) via "text message" may only be submitted if the eligibility of text message entries is confirmed on-air.

5.3 Entries by text message must be sent to the applicable shortcode as advertised on-air. Please be aware that shortcodes may change from Competition to Competition.

5.4 For the avoidance of doubt, you should follow the on-air instructions regarding the texting of

Competition answers extremely carefully as mis-spelt or incorrect text entries will be void.

5.5 Text messages to the Competition shortcode will normally cost a premium charge plus the standard rate for your mobile network provider. You should check with your network provider for more details. For the avoidance of doubt, the cost of calls from different mobile phone service providers may vary.

5.6 Text messaging charges incurred as a result of entrance to the Competition(s) will be paid via your mobile phone service provider and will be detailed, where possible, on your mobile phone bill.

5.7 Please note that multiple entries (or votes) by text message shall each be charged as a single entry (or vote) and every text message shall incur the full charges applicable.

6. Claims to prizes

6.1 In order to enable CA to correctly identify genuine claims and to eliminate non-genuine, deceitful or fraudulent claims, CA reserves the right, in its absolute discretion, to:

i) carry out an interview (by telephone or in person with you and to tape record the interview); and/or

ii) request proof of identity in the form of your Passport, Driving Licence and a utility bill bearing your address.

You will be required to attend our station in person with proof of identity during reasonable working hours. If you refuse to participate in or answer all questions raised in such an interview or provide proof of identity then your place/prize will be treated as invalidated.

6.2 If CA becomes aware of any fraud, deceit or similar action during or in relation to the competition which relates in any way to a claim, then that claim will not be met unless it is proven to the satisfaction of CA, that you had no actual or imputed knowledge of the such fraud or deceit or similar action. For the avoidance of doubt (and without limitation), if you provide an incorrect name, age, address or other incorrect information in relation to the entry, then CA reserves the absolute right to treat that entry as invalid (whether or not such information comes to light before or after you have made the claim). If the fraud, deceit or other action is only discovered after the prize has been released, you undertake to return the same (or provide compensation) to CA forthwith upon discovery by CA.

6.3 The decision of the Company is final. No correspondence will be entered into concerning the Company's decisions or interpretation of these rules.

6.4 Complaints about the operation (but not the judging - see Rule 6.3) of the competition may be made in writing to the Programme Controller.

7. Prizes

7.1 All prizes are non-transferable and may not be given or assigned to another person. Prizes cannot be exchanged for cash or other alternatives. CA may, in its sole discretion, substitute a reasonable alternative for any of the prizes at any time.

7.2 CA does not accept any liability for claims or prizes which are lost, delayed or damaged in the post or otherwise not validly received by you.

7.3 A prize will not be awarded to a person who, for any reason, would not be allowed by law to purchase or use the prize where the supply to that person would be unlawful.

7.4 Age limits may apply to certain prizes. Entrants outside such limits will be disqualified. For certain prizes, winners under 18 years of age must be accompanied on a journey or holiday or to an event by a parent or guardian or other responsible adult.

7.5 Certain prizes may be won subject to success with a subsequent skill-testing question.

7.6 The Company will notify the winner either by broadcast, by telephone or in writing of the arrangements for collection or delivery of the prize. Any prize not claimed and/or collected within 14 days of the first notification shall remain the property of the Company to do with as it considers fit. While the Company will use its best endeavours to ensure that prizes are received by the actual winner they shall not be responsible for any failure to do so.

7.7 Winner is responsible for all costs associated with travel to any venue or event for which a prize was awarded, unless otherwise specified.

7.8 No purchase necessary.

7.9 Winner shall solely be responsible for all applicable taxes or additional charges on any prize awarded.

8. Holiday Prizes

- 8.1 Prizes must be taken in accordance with the dates and destinations and number of passengers specified by CA. There will be no cash alternative. There will be no alternative destination.
- 8.2 Holidays are non-transferable. Holidays are subject to availability. You must hold a valid UK passport with at least 6 months' further duration (or competition entry will be invalid).
- 8.3 Holidays are not available to persons under the age of 18 without the express prior written permission of CA. Children between the ages of 12 and 16 years for the purpose of airfares are considered to be adults. Children under 18 years of age must obtain written consent from a parent or guardian and cannot travel unless accompanied by an adult over the age of 18.
- 8.4 In the event of unforeseen circumstances or circumstances outside CA's reasonable control CA reserves the right to offer an alternative prize of equal value. No cash will be offered.
- 8.5 All holidays must be taken within 6 months of the date of the competition or will be deemed invalid.
- 8.6 You must comply with the terms and limitations of any insurance policy relating to the holiday.
- 8.7 You must comply with the terms and conditions of the airline and other transportation and venues involved in the Competition or the Prize. In particular, you shall comply with all health and safety guidelines and instructions and all applicable legal and regulatory requirements.
- 8.8 You are not entitled nor authorised in any way to commit CA to any contract, expense or cost entered into or incurred. No variation of these Terms is effective unless approved in writing by an authorised representative of CA in writing.
- 8.9 Passport control and in-country authorities will reserve the right to refuse entry. If you are refused passage and or entry/exit to or from the country being visited, any additional costs incurred will be your sole responsibility.
- 8.10 Any flights, other transport, airport details, accommodation or other aspects of the Prize, dates and times quoted by CA or its agents are for guidance only and are subject to change without notice with no liability arising. You must have sufficient financial resources to meet any financial commitment which they may incur in connection with the Prize beyond those included in the Prize itself (including, without limitation, transfers to and from a London airport, meals and drinks).
- 8.11 You must comply with and are responsible for attending to any inoculation and health regulations required for your destination.
- 8.12 If the prize includes travel, accommodation, entertainment, or a special event, winner is responsible for all taxes, expenses, and gratuities not expressly included in and as part of the prize. Winner agrees to accept all blackout dates, space availability requirements, etc. established by CA's prize partner(s), such as hotels, airlines, trains, ships, etc. Winner agrees that acceptance of any trip taken as a prize does so entirely upon their own initiative, risk, and responsibility. If the trip requires travelling outside of the United Kingdom, the winner, upon winning the prize, must have a valid UK passport. If the winner does not have a valid UK passport upon winning the prize, the trip may be forfeited.
9. Ticket give-aways
- 9.1 In the case of prizes in the form of free tickets, ticket holders shall be bound by the event promoter's terms and conditions together with those set out on the ticket and the rules and regulations of the venue.
- 9.2 If concert or other ticketed event has been awarded as a prize and the concert or event is postponed, rained out, cancelled, or for other reasons beyond our control does not occur, CA will not be responsible for replacing the prize
10. Sponsor vouchers or letters
- 10.1 In the case of prizes in the form of Sponsor vouchers or letters, holders shall be bound by the Sponsor organiser's terms and conditions together with those set out on the voucher or letter and the rules and regulations of the venue.
- 10.2 It is your sole responsibility to arrange and fund travel to and from the venue if applicable.
- 10.3 To redeem your voucher or letter at the venue you will be required to provide:
- (a) Two (2) proofs of ID, one with photo (ie. passport or driving licence) and one showing your full address (ie. utility bill, bank statement);
 - (c) Your confirmation letter from CA (where applicable)
- 10.4 CA accepts no liability for delay or cancellation of a Sponsor voucher or letter prize by the

sponsor.

11. Confidentiality

11.1 You undertake not at any time to disclose, reveal, communicate or otherwise make public any information relating to CA, its business, personnel, servants, agents or officers to anyone.

11.2 You may not publicise your involvement in the competition or the fact that you have won a prize without the prior written permission of CA.

12. Publicity

12.1 Winners must as a condition of the prize participate in all required publicity.

12.2 You shall not without the specific prior written consent of CA publish or disclose any information in connection with the Competition or the Prize (in particular, without limitation, to a representative of the media, in whatever form). You shall not be entitled to give interviews or be involved in articles or reports in respect of the Competition or the Prize with any third party. All rights in relation to the Competition and the Participant's involvement therein shall vest exclusively with CA.

12.3 You agree to undertake as requested by CA all interviews, Competitions and other activities and to the reproduction publication exhibition transmission and broadcast by all means and media throughout the world at the discretion of CA in perpetuity.

12.4 You hereby grant and assign to CA (to the extent that it is has the rights to grant the same) the entire copyright and other intellectual property rights in the Competition and your involvement in the Competition (including, without limitation, all interviews, pictures, audio, audio-visual, whether your appearance is featured or incidental) in all media and technology (the "Products"), and where such Products are not in existence at the date of this Agreement, by way of present assignment of future assignment. This assignment shall include the right for CA to amend or otherwise adapt such Products and/or use such Products in conjunction with any other material and to use, distribute and/or broadcast such products in all media and all formats (including transmission by way of analogue transmission, digital audio broadcasting, internet, satellite, television, film, cable or telephony) and to licence any other persons to do so, in each case for such purposes as CA may in its absolute discretion determine.

12.5 Without limitation to any other rights under this Agreement, CA shall be entitled to refer to your association with the Competition and the Prize in all publicity, marketing and Competition material in connection therewith.

13. Intellectual Property

13.1 In the case of competitions which require you to submit audio recordings you grant to CA the unconditional and irrevocable right to broadcast the audio recording(s) submitted by you by live or deferred transmission in all formats (including, without limitation, analogue, digital, internet, cable, satellite and telephony broadcasts). This shall include the right to alter, edit and compile the audio recording in any way whatsoever. You confirm that the use by CA of the audio recording submitted will not infringe any third party rights and shall indemnify CA for any loss, damage or liability arising in connection therewith.

13.2 You represent and warrant that you have the right, power and authority to grant the rights set out above and that you have obtained all consents and permissions in respect of the same.

13.3 For the avoidance of doubt, all rights in the name and title of the Competition and the format rights for the Competition will vest exclusively in CA for its own use (in its absolute discretion).

14. CA - exclusion of liability

14.1 CA is not liable in any way for any costs, expenses, damages, liability or injury arising out of or in any way connected with the competition or prizes other than those costs and expenses specifically provided for in the prize (if any). This exclusion does not include any liability for negligence by CA or death or personal injury arising out of such negligence.

14.2 CA accepts no liability (and excludes all liability) for any loss of profit, business, contracts, revenues or anticipated savings or for special, direct, indirect or consequential loss of any nature howsoever arising.

14.3 CA shall not be liable to perform any of its obligations under the competition or in respect of the prizes where it is unable to do so as a result of circumstances beyond its control and shall not be liable to compensate you in such circumstances.

15. General

15.1 You undertake the Competition at your own risk and agree to indemnify CA and its radio

stations and employees against all costs, losses, damages, expenses and liabilities (including for loss of reputation and goodwill and professional advisors fees) and any claim arising from your own actions in any way in connection with the Competition, the Prize or a breach of your obligations hereunder.

15.2 There is no fee payable to you in respect of your involvement in the Competition.

15.3 You are obliged to take all reasonable steps to ensure the safety standards and the general appropriateness of activities undertaken during the Competition and acknowledges that all activities are undertaken at your own risk.

15.4 CA is not liable in any way for any costs, expenses, damages, liability or injury arising out of or in any way connected with the Competition. This limitation does not exclude any liability for negligence by CA or death or personal injury arising out of such negligence.

15.5 CA reserves the right to forfeit your place on the Competition or the Prize (without liability or compensation) if, in its opinion, you may expose yourself or others to risk of illness or injury or to the cancellation, disruption, or curtailment of the Competition.

15.6 In the case of on-line competitions you acknowledge that the internet is not a secure medium and information submitted to competitions hosted on websites owned or controlled by CA may be accessed by third parties. CA accepts no liability in such cases.

15.7 These Terms shall be governed and construed in accordance with English Law.

15.8 These Terms represent the entire agreement between the parties relating to the Competition or the Prize (unless otherwise expressly confirmed in writing by CA) and supersede all prior representations, agreements, negotiations or understandings (whether oral or in writing). Except as specifically set out herein, all conditions, warranties and representations expressed or implied by law are excluded. For the avoidance of doubt, no information of any nature about the Competition or the Prize or any of these Terms should be relied upon unless confirmed in writing by CA. The invalidity, illegality, or unenforceability of the whole or part of a Term or Condition does not affect or impair the continuation in force of the remainder of the Terms.

15.9 The failure to exercise or delay in exercising a right or remedy provided hereunder or by law does not constitute a waiver of the right or remedy or waiver of other rights or remedies. These Terms shall be governed by and interpreted in accordance with English law and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

15.10 These Terms are not intended to nor shall create any rights, entitlements, claims or benefits enforceable by any person that is not a party to them. Accordingly no person shall derive any benefit or have any right, entitlement or claim in relation to this Agreement by virtue of the Contracts (Rights of Third Parties) Act 1999.

15.11 CA retains the right to amend these Terms and regulations at any time for any reason.