

Terms & Conditions

Summary Terms & Conditions:

UK & DE, 18+ only. 00:01 21/09/23 – 23:59 23/09/23. Visit the New Balance booth at the 2023 Berlin Marathon Expo, scan the QR code or visit <https://link.email.newbalance.eu/u/register.php?CID=815698378&f=2823>, click the sign-up button on the promotional page, and enter your details in the form to enter the Prize Draw. No purchase necessary, internet access & a valid email address are required. Prize: 1 of 3 x entry into the 2024 TCS London Marathon on 21/04/24. Prize includes entry only. Max 1 entry per person. Max 1 Prize per person. Visit <https://link.email.newbalance.eu/u/register.php?CID=815698378&f=2823> for full T&Cs and Prize details. Promoter: New Balance Athletics Shoes (UK) Ltd, Appleton House, 430 Birchwood Boulevard, Warrington, WA3 7WD.

Full Terms & Conditions

1. This Promotion is open to residents of the United Kingdom and Germany aged 18 or over, excluding employees of the Promoter, its agents and anyone professionally associated with this Promotion.
2. No purchase is necessary; however, internet access and a valid email address are required.
3. **Promotion Period:** Enter between 00:01 CET on the 21 September 2023 and 23:59 CET on the 23 September 2023 inclusive.
4. **To Enter:** To enter, visit the New Balance booth at the 2023 Berlin Marathon Expo at the Flughafen Tempelhof, Platz der Luftbrücke 5, 12101 Berlin, scan the QR code or visit <https://link.email.newbalance.eu/u/register.php?CID=815698378&f=2823> and click the sign-up button on the promotional page. Complete the online form providing your full name, email address, and confirm you are over 18 to be entered into the prize draw.
5. Maximum of 1 entry is permitted per person during the Promotion Period. No person may win more than 1 Prize.
6. **The Prize:** There will be a total of 3 winners. Each winner will win 1 x entry into the 2024 TCS London Marathon on Sunday 21 April 2024.
7. **Further Prize Details and Conditions:**
 - a. The prize is for a marathon entry only.
 - b. For the avoidance of doubt, the prize does not include travel, accommodation, food, beverages, souvenirs or any other costs of a personal nature (including spending money) that are not expressly set out in these Terms and Conditions.
 - c. The marathon entry is only valid for the 2024 TCS London Marathon only; no alternatives will be available.



Powering Promotions Worldwide

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www.promoveritas.com

PromoVeritas Ltd, Monument House, 215 Marsh Road, London, HA5 5NE, UK

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- d. Certain parts of the prize may require particular levels of health or fitness. Participants should ensure that they are capable of meeting the required standards.
 - e. The winners acknowledge and agree that they are subject to the full terms and conditions of the London Marathon which reserve the right to remove any person or refuse any person entry to their events regardless of whether they have a valid entry.
 - f. Winners are responsible for their behaviour whilst taking the Prize. The Promoter reserves the right in its absolute discretion to exclude a winner from participation in any aspect of the Prize if they fail to comply with the directions of the Promoter or any companies associated with the Prize or if a winner acts in a manner that is dangerous to themselves or to the public or is, in the opinion of the Promoter, anti-social in any manner or which causes a disturbance or nuisance to others.
 - g. The winners must inform the Promoter of any wheelchair or access needs. The Promoter will endeavour to offer wheelchair users that can self-propel themselves, and are not using an electric wheelchair.
 - h. Entries are personal to the winners and the sale or offering for sale, transfer, resale, donation, or exchange of any entry is strictly prohibited (including, without limitation, in person or online via an online auction website or online ticket resale marketplace). The Promoter reserves the right to cancel entries and withdraw or make void any entry if they find this has occurred.
8. **Winner Selection:** 3 provisional winners will be randomly selected from all valid entries received during the Promotion Period. The prize draw will be conducted by PromoVeritas, an independent promotional verification service, within 5 working days of the end of the Promotion Period.
9. **Winner Notification:** Provisional winners will be contacted via the email address provided on entry within 5 working days of Winner Selection and will be asked to provide evidence of identity and eligibility. Reasonable efforts will be made to contact the provisional winners. Once eligibility has been confirmed, the provisional winners will be confirmed as a winner. If a provisional winner does not respond to the initial contact within 14 days, we reserve the right to disqualify that entrant and award the Prize to a reserve selected in the same manner. Reserve winners may have less time to respond.
10. **Prize Acceptance:** Fulfilment of the Prize will take place within 28 days of acceptance of the Prize. In the unlikely event that the Prizes does not arrive within 28 days the winner must inform the Promoter by emailing csevents@newbalance.com. If the winner does not do so, the Promoter reserves the right to not reissue the Prize or limit its value at its sole discretion. The Winners will receive a link to the 2024 TCS London Marathon registration portal, and they will need to complete their registration within 48 hours of Prize Acceptance.
11. Provided no objection is received from the winners, a winners list containing the surname and county of residence of the winners will be made available by the Promoter 4 weeks



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after the close of the Promotion Period, for a period of 8 weeks. It will be available at www.promowinners.com/newbalanceberlin. The winners can object to their details being published during the Winner Notification process. Without prejudice, the Promoter will provide winner information to the Advertising Standards Authority when requested by them.

12. The Promoter may request that the winners participate in publicity arising from the Promotion. Participation is at the winner's discretion and is not a condition of Prize Acceptance.
13. The Promoter seeks to run a fair and secure promotion and prevent abuse and cheating. If you enter in a way that is not consistent with these Terms & Conditions, your entry (and any of your associated aliases) will be disqualified. Any Prize awarded may be void and recoverable, and the Promoter reserves the right to bar you from entering future promotions for a period of at least six months. For this reason, the Promoter reserves the right at any point to:
 - a. Verify the eligibility of entrants and/or provisional winners through multiple means by requesting such information it consider reasonably necessary for this purpose. Entry or a Prize may be withheld until verification is completed.
 - b. Disqualify entries that are not made directly by the individual entering the Promotion.
 - c. Disqualify entries made using anonymous email services such as, but not limited to, GuerillaMail, Dispostable or Mailinator.
 - d. Disqualify bulk entries from individuals, trade, consumer groups or third parties, incomplete entries and entries submitted by macros or other automated means.
 - e. Disqualify entries beyond the maximum allowed, or those using techniques such as 'script', 'brute force', multiple SIM cards for text entries, masking identity by manipulating IP addresses, using aliases or identities other than their own or any other means.
 - f. Disqualify entrants who tamper with the entry process.
 - g. Disqualify entries which, in some other way, do not meet the requirements of these Terms & Conditions.
 - h. Cancel, modify or suspend the Promotion should it not be capable of running as planned for reasons including but not limited to tampering, unauthorised intervention, fraud, dishonesty, technical failures, or any other causes beyond



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the control of the Promoter which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion.

14. The Prizes are not transferable or exchangeable and cannot be redeemed for monetary value or for any other form of compensation. If for any reason a Prize and/or any element of a Prize is not available, the Promoter reserves the right, at its sole discretion to substitute that Prize or element of the Prize for another of equal or greater value.
15. No responsibility can be taken for entries which are lost, delayed, corrupted, damaged, misdirected or incomplete or which cannot be delivered for any technical, delivery or other reason. Proof of sending will not be accepted as proof of receipt. The Promoter does not guarantee continuous or secure access to the microsite.
16. The Promoter and its associated agencies and companies are not liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense or damage which is suffered or sustained (whether or not arising from any person's negligence) in connection with this Promotion (JS14162) or accepting or using the/a Prize(s), except for any liability which cannot be excluded by law. Nothing will exclude the Promoter's liability for death or personal injury as a result of its negligence.
17. The Promoter will not be liable for any delay or failure to comply with its obligations for reasons beyond its reasonable control arising from but not limited to Acts of God, global or regional epidemic or pandemic, adverse weather conditions, fire, industrial dispute, war, terrorist activity, hostilities, political unrest, riots, civil commotion, plague or other natural calamities, or any other circumstances.
18. All personal data supplied for this Promotion will be used for the purpose of this Promotion and for research and analytical purposes by the Promoter and/or by any agent appointed by it to assist with running the Promotion. Personal data will not be disclosed to an unconnected third party unless your positive consent has been obtained. Your personal data will be handled in accordance with the Promoter's privacy policy, available at: <https://www.newbalance.co.uk/privacy-policy.html>.
19. If any part/s of these Terms & Conditions are legally ruled to be invalid, illegal or unenforceable, the remainder will not be affected and will continue in full force and effect.
20. By entering, you will be deemed to have agreed to be bound by these Terms & Conditions.
21. If there is a discrepancy between these Terms & Conditions and those in any promotional material, these Terms & Conditions will prevail.



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22. These Terms & Conditions are governed by English and German law and their interpretation and application will be subject to the exclusive jurisdiction of the courts of England, Wales & Germany.

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