

## 1. THE PROMOTER

The promoter is: GKN Automotive Limited of PO Box 4128, Ipsley House, Ipsley Church Lane, Redditch, Worcestershire, B98 0WR, United Kingdom.

## 2. THE COMPETITION

- 2.1 The title of the competition is “Win signed merchandise from Panasonic Jaguar Racing’s Mitch Evans and Nelson Piquet Jr.”
- 2.2 Win signed Panasonic Jaguar Racing Formula E merchandise by retweeting a selected tweet, and following GKN Driveline’s official twitter handle (@GKN\_Driveline) before 23 March 2018 at 13:00 (GMT)

## 3. HOW TO ENTER

- 3.1 The competition will run from 16 March 2018 at 13:00 (GMT) (the “Opening Date”) to 23 March 2018 13:00 (GMT) (the “Closing Date”) inclusive (the “Competition Period”).
- 3.2 All competition entries must be received by the Promoter during the time period stated in Clause 3.1. All competition entries received after the Closing Date are automatically disqualified. Entries which are received during the times specified in Clause 3.1, and which meet all other entry requirements, will be eligible as entries into the competition.
- 3.3 To enter the competition, retweet the tweet posted on 16 March 2018 at 13:00 (GMT) from GKN Driveline’s official Twitter handle (@GKN\_Driveline) and ensure that you are also following the official handle before the competition closes on 23 March 2018 at 13:00 (GMT).
- 3.4 No purchase is necessary, and there is no charge to register for the social media platform.
- 3.5 The Promoter will **not** accept:
  - (a) entries received outside of the dates of the competition;
  - (b) entries from users that have retweeted the selected tweet, but have failed to follow @GKN\_Driveline
  - (c) responsibility for competition entries that are lost, mislaid, or delayed, 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.
- 3.6 By submitting a competition entry, you are agreeing to be bound by these terms and conditions.
- 3.7 Please see the downloads and posters page on <https://www.gkn.com/en/our-divisions/gkn-driveline/gkn-formula-e/formula-e-downloads-Posters/> to download a copy of these competition terms and conditions.
- 3.8 The competition winners will be selected in the following way:
  - (a) the “Tweetdraw” service at <https://competitionagency.com/tweetdraw/> will be used to extract a list of competition entries and select a winner at random. The winner will receive signed merchandise as detailed in clause 5.1.
  - (b) Soon after the Closing Date, the winner will be chosen as per clause 3.8 (a) and an attempt to contact via Twitter will be made within 24 hours of the competition closing.

#### **4. ELIGIBILITY**

- 4.1** The competition is open to both the general public and employees of GKN (excluding the GKN Driveline communications team)
- 4.2** In entering the competition, you confirm that you are eligible to do so and eligible to claim any prize you may win.
- 4.3** The Promoter will not accept competition entries that are:
- (a)** in contravention of any of the terms specified in Clause 3.5;
  - (b)** automatically generated by computer;
  - (c)** completed by third parties or in bulk;
  - (d)** incomplete.
  - (e)** from a corporate entity, the competition can only be won by an individual.
- 4.4** There is a limit of one entry to the competition per person
- 4.5** The Promoter reserves all rights to disqualify you if your conduct is contrary to the spirit or intention of the prize competition.

#### **5. THE PRIZE**

- 5.1** The prize is one signed Panasonic Jaguar Racing branded cap signed by both Mitch Evans and Nelson Piquet Jr. of Panasonic Jaguar Racing, a participating team of the ABB Formula E Championship
- 5.2** The cap will be sent via post to an address specified by the winning entrant by a member of the GKN Driveline Communications team.
- 5.3** The prize specified in Clause 5.1 is provided by Panasonic Jaguar Racing. There is no cash alternative for any of the prizes offered.
- 5.4** The prize specified in Clause 5.1 is supplied by Panasonic Jaguar Racing of Abbey Road, Whitley, Coventry CV3 4LF, United Kingdom (the "Supplier"). The Promoter reserves the right to replace the prize with an alternative prize of equal or higher value if circumstances beyond the Promoter's control makes it necessary to do so.
- 5.5** The prize is not negotiable or transferable.
- 5.6** All winners will be informed via Twitter by the official GKN Driveline Twitter handle (@GKN\_Driveline) from or on behalf of the GKN Driveline Communications team. If no response is received, reasonable efforts will be made to contact the individual(s) by alternate means.

#### **6. WINNER ANNOUNCEMENT**

- 6.1** The winner of the piece of signed merchandise will be contacted via Twitter from or on behalf of the GKN Driveline Communications team by 30 March 2018.
- 6.2** The decision of the Promoter is final and no correspondence or discussion will be entered into.

## **7. CLAIMING THE PRIZE**

- 7.1** The Promoter will award the prize by no later than the dates specified in Clause 6.1.
- 7.2** The Promoter will make reasonable efforts to contact the winner. If the winner cannot be contacted or is not available, or has not claimed their prize within 7 days of the date of first attempted contact, the Promoter reserves the right to offer the prize to the next eligible entrant selected from the correct entries that were received before the Closing Date.
- 7.3** The Promoter does not accept any responsibility if you are not able to take up the prize.

## **8. LIMITATION OF LIABILITY**

Insofar as is permitted by law, the Promoter, its agents or distributors will not in any circumstances be responsible or liable to compensate the winner or accept any liability for any loss or damage 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. Your statutory rights are not affected.

## **9. OWNERSHIP OF COMPETITION ENTRIES AND INTELLECTUAL PROPERTY RIGHTS**

- 9.1** All competition entries submitted to the Promoter will become the property of the Promoter on receipt.
- 9.2** By submitting your competition entry and any accompanying material, you agree to:
  - (a)** assign to the Promoter all your intellectual property rights with full title guarantee; and
  - (b)** waive all moral rights, in and to your competition entry and otherwise arising in connection with your entry to which you may now or at any time in the future be entitled under the Copyright, Designs and Patents Act 1988 as amended from time to time and under all similar legislation from time to time in force anywhere in the world.
- 9.3** You agree that the Promoter may, but is not required to, make your entry available on its website and any other media, whether now known or invented in the future, and in connection with any publicity of the competition. You agree to grant the Promoter a non-exclusive, worldwide, irrevocable licence, for the full period of any intellectual property rights in the competition entry (and any accompanying materials), to use, display, publish, transmit, copy, edit, alter, store, re-format and sub-licence the competition entry and any accompanying materials for such purposes.

## **10. DATA PROTECTION AND PUBLICITY**

- 10.1** If you are a winner of the competition, you agree that the Promoter may use your name, image and country of residence to announce the winners of this competition and for any other reasonable and related promotional purposes.
- 10.2** You further agree to participate in any reasonable publicity required by the Promoter. Signed merchandise prize winners may be asked to provide a picture of themselves wearing their prize.
- 10.3** By entering the competition, you agree that any personal information provided by you with the competition entry may be held and used only by the Promoter or its agents and suppliers to administer the competition.

## **11. GENERAL**

- 11.1** 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 you from participating in the competition.
- 11.2** The Promoter reserves the right to hold void, suspend, cancel, or amend the prize competition where it becomes necessary to do so.
- 11.3** These terms and conditions shall be governed by English law, and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.