

# VAILLANT GROUP UK LIMITED

## WIN A VAN COMPETITION

### VAILLANT GROUP UK LIMITED – WIN A VAN COMPETITION

#### TERMS & CONDITIONS

#### 1. QUALIFICATION

- 1.1 Subject to clauses 1.2, 1.3, 1.4 and 1.5 below, Vaillant Group UK Limited (**Vaillant**) provides this Win A Van Competition (**Competition**), which is open to applicants, over the age of 18 years, who are resident in mainland United Kingdom. For the avoidance of doubt, mainland United Kingdom excludes, without limitation, the Channel Islands, Isle of Man and/or Northern Ireland (**Territory**) (**Applicant**, and the term **Applicants** shall be interpreted accordingly).
- 1.2 The Competition is not open to any Applicant who is, at any time during the period indicated in clause 1.3 below, an employee of:
- (a) Vaillant; or
  - (b) any other member of Vaillant's group of companies; or
  - (c) any marketing services agency, handling house or other company involved directly with the administration of the Competition;
  - (d) or any member of any of such employees' households.
- 1.3 The Promotion begins at 12.01 BST on the 16 April 2019 and expires at 23.59 BST on 31 December 2019 (**Period**), unless extended or terminated by Vaillant at any time.
- 1.4 To qualify for the Competition the Applicant must, in the Territory and during the Period:
- (a) be a member of the Vaillant Advance Loyalty Scheme (**Advance**);
  - (b) hold a U.K driving licence;

- (c) be a Gas Safe Registered engineer. Gas Safe Register is a trading name of Capita Gas Registration and Ancillary Services Limited (Company No. 05078781);
- (d) attain Entry to the Promotion which can be achieved by; and
  - (i) buying and registering any Vaillant domestic boiler on Advance (**Registration**). One Entry shall be given to the Promotion for each Registration;
  - (ii) attending one of the Vaillant business support merchant tour dates (**Tour Attendance**). One Entry shall be given to the Promotion for each Tour Attendance;
  - (iii) attending one of the Vaillant business support COE clinic dates (**Clinic Attendance**). One Entry shall be given to the Promotion for each Clinic Attendance; or
  - (iv) fulfilling any other such routes to Entry as Vaillant may advertise on its social media channels or magazines from time to time.

(**Entry**, and the terms **Entries**, **Entrant** and **Entrants** shall be interpreted accordingly). For the avoidance of doubt, no purchase is necessary to enter the Competition and/or become a winning Entrant.

## 2. THE COMPETITION

2.1 The Entrant may be required, upon request by Vaillant at any time, to provide further documents:

- (a) in support of their Entry; and/or
- (b) in accordance with these terms and conditions (**Conditions**); and/or
- (c) in accordance with the requirements of registration set out in clause 1.4; and/or
- (d) in accordance with clause 3.6.

- 2.2 Any Entry made outside the Period will be deemed invalid for the Competition.
- 2.3 Early, late, illegible, incomplete, invalid, defaced or corrupt Entries will not be accepted. An Entry made using a different method or technique from the method set out in clause 1.4 above will not be accepted. No responsibility can be accepted where any Entry is not validly registered for any reason.
- 2.4 Vaillant will be entitled to collect, store and use the email address, name, telephone number and address of the Entrant from any registration details obtained, in accordance with these Conditions and Vaillant's privacy policy, as provided from time to time by Vaillant at its website at [www.vaillant.co.uk](http://www.vaillant.co.uk) (**Website**).
- 2.5 By making an Entry, Entrants agree to be bound by these Conditions.
- 2.6 Vaillant reserves the right to change the qualification conditions for the Competition. Vaillant shall exercise reasonable endeavours to notify the Entrant of any such changes and shall do so via the Website.
- 2.7 Vaillant reserves the right to amend or cancel the terms of the Competition without notice.
- 2.8 Vaillant regrets that it is unable to accept or send any other correspondence concerning the Competition other than as set out in these Conditions.

### **3 THE PRIZE AND WINNING ENTRY**

- 3.1 Each prize shall comprise of a Volkswagen Transporter T32 SWB Diesel 2.0 litre TDI BMT 150 Highline Van with simora cloth interior with titanium black trim and metallic silver wrapped with Vaillant and the winning Entrant branding, such van designs to be decided by Vaillant in its absolute discretion.

(**Prize**, and the term **Prizes** shall be interpreted accordingly).

- 3.2 Vaillant may in its absolute discretion offer or substitute for the Prize value for an alternative prize of equal or greater value.
- 3.3 The Prize is non-transferable.
- 3.4 There will be a total of two (2) Prizes awarded by Vaillant.
- 3.5 Vaillant will choose the winning Entrants at random on 6 January 2020.
- 3.5 Each winning Entrant shall be notified by email by Vaillant within 5 business days of 6 January 2020.
- 3.6 Each winning Entrant must:
- (a) respond to Vaillant by email within 24 hours of notification by Vaillant; and
  - (b) collect the Prize from Vaillant's UK office at Nottingham Road, Belper, Derbyshire, DE56 1JT on a date to be agreed between the parties;
  - (c) participate in a photoshoot upon collection of the Prize;
  - (c) provide any other documents and/or other necessary information, requested by Vaillant from time to time.
- 3.7 If a winning Entrant:
- (a) fails to respond within 24 hours of being notified by Vaillant in accordance with clause 3.6 above; or
  - (b) fails to provide all relevant documents to Vaillant in accordance with clause 3.6 above; or
  - (c) in any other way contravenes these Conditions;
- then the winning Entrant's Prize will be forfeit and Vaillant will be entitled to select another winning Entrant. Any winning Entrant who forfeits their Prize will not receive any payment or compensation of any kind.
- 3.8 The winning Entrant undertakes that it shall not sell the Prize for remuneration within three years of receipt of the Prize.

- 3.9 Legal title to the Prize shall be transferred on collection of the Prize as set out within clause 3.6(b) above. Vaillant shall arrange for the V5 certificate to be amended to the name of the winning Entrant. The V5 certificate of the Prize will only be registered in the name of a sole trader or limited company, not in the name of any employee.
- 3.10 The winning Entrant acknowledges and accepts that Vaillant shall not provide any advice on tax, accounting or financial matters in relation to receipt of the Prize and agrees that it shall seek its own independent financial advice accordingly.
- 3.10 As from the date of collection, as per clause 3.6(b) above, the winning Entrant will become responsible for all running costs of the Prize including insurance, tax and fuel. Vaillant make no representation as to the roadworthiness of the Prize.
- 3.11 It is the Entrant's responsibility to ensure that the contact details provided to Vaillant in accordance with clause 3.6 are up to date and/or correct. Vaillant accepts no responsibility for delivery and/or email to the wrong address in the event that the Entrant failed to update their details, or such details being inaccurate.
- 3.12 The name and county of residence of the winning Entrant will be made available to those individuals who send a request enclosing a stamped addressed envelope marked for the attention of Vaillant Group UK Ltd Marketing Department to Win A Van Competition, Vaillant Group UK Limited, Nottingham Road, Belper, Derbyshire, DE56 1JT, and this information may at Vaillant's discretion be published on the Website.
- 3.13 The decisions of Vaillant in respect of any and all aspects of the Competition will be final and binding.

#### **4 PRIVACY, COPYRIGHT AND INTELLECTUAL PROPERTY**

- 4.1 Vaillant may keep the Entrant informed of Vaillant's products and services by email, post and/or telephone, in accordance with:

- (a) the consents provided by the Entrant in accordance with the terms & conditions applicable to all users of the applicable social media pages; and
  - (b) the consents provided by the Entrant to Vaillant from time to time; and
  - (c) its privacy policy, as set out on the Website from time to time.
- 4.2 The Entrant may write to Vaillant at the address provided in clause 8.1, if they do not want to receive any information in accordance with clause 4.1 above, or alternatively email Vaillant at [info@vaillant.co.uk](mailto:info@vaillant.co.uk).
- 4.3 The Entrant expressly authorises Vaillant to provide the Entrant's details to third parties, or such part(s) of their details as is necessary, to comply with these Conditions, and/or any applicable law.
- 4.4 The Entrant acknowledges that Vaillant and/or other members of its group of companies are the owner of any and/or all Intellectual Property Rights relating to the names, logos, trade marks, products, services, get-up, van livery, trade dress, labels, stickers, promotional leaflets, flyers and posters used in the Promotion from time to time (**Marketing Materials**). For the avoidance of doubt, in these Conditions, Intellectual Property Rights means any and/or all patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

- 4.5 The Entrant acknowledges that any Marketing Materials provided to the Entrant by Vaillant, any member of Vaillant's group of companies, any other marketing services agencies, handling houses or other companies involved directly with the administration of the Promotion in accordance with these Conditions, may contain Intellectual Property Rights. The Entrant's licence, if any, to use any such Marketing Materials and/or any of the Intellectual Property Rights in them, is solely for the Entrant's benefit and the Entrant is prohibited from sub-licensing, assigning, transferring and/or dealing with any such Intellectual Property Rights and/or Marketing Materials in any way.
- 4.6 The Intellectual Property Rights in the Vaillant name and logo are owned by Vaillant GmbH, a company registered in Germany whose registered office is Berghauser Str. 40, Remscheid, Germany, 42859.

## **5 LIABILITY**

- 5.1 Nothing in these Conditions shall limit or exclude Vaillant's liability for:
- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
  - (b) fraud or fraudulent misrepresentation;
  - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or
  - (d) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
  - (e) defective products under the Consumer Protection Act 1987.
- 5.2 Subject to clause 5.1 above:
- (a) Vaillant shall under no circumstances whatever be liable to the Entrant in respect of this Competition, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Competition;

- (b) Vaillant shall under no circumstances whatever be liable to the winning Entrant in respect of the choice, quality, relevance and/or appropriateness of the Prize, and/or any injury or damage caused by or arising from their use of the Prize; and
- (c) Vaillant's total liability to the Entrant in respect of all other losses arising under or in connection with any Entry made under the Competition and/or the Prize, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the value of the Prize.

5.3 The Entrant shall keep Vaillant indemnified against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered and/or incurred by Vaillant as a result of or in connection with any claim made against Vaillant by a third party arising out of or in connection with the Competition, to the extent that such claim arises out of or is contributed to by the breach by the Entrant and/or its employees, agents or subcontractors of these Conditions.

5.4 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from these Conditions.

5.5 Vaillant is not responsible or liable for any technical, hardware, software, server, website, or other failures or damage of any kind to the extent that this prevents the Entrant from or otherwise obstructs the Entrant from participating in the Competition.

5.6 The Entrant shall be liable for any and/or all taxation liabilities that may arise under or in accordance with the Promotion (**Tax Liability**). For these purposes, Tax Liability shall include any and/or all of the following:



- (a) income taxes, including any taxes arising from benefit in kind taxes;
- (b) National Insurance; and
- (c) any other relevant United Kingdom taxes; and/or
- (d) any other relevant corporate tax or other tax liabilities.

## **6 FRAUD AND OTHER EVENTS**

- 6.1 Vaillant reserves the right to audit each Entry to ensure that these Conditions have been met and to request reasonable additional information, and supporting documents, regarding an Entry.
- 6.2 Vaillant reserves the right to modify or discontinue, temporarily or permanently, the Competition with or without prior notice due to reasons outside its control including, but not limited to, anticipated, actual or suspected fraud.
- 6.3 Vaillant shall not be liable for any failure to comply with these Conditions where the failure is caused by something outside its reasonable control. Such circumstances shall include, but not be limited to, acts of God, adverse weather, fire, flood, computer virus, mobile phone failures, bugs, sabotage, strike, industrial dispute, war, hostilities, political unrest, riots, civil commotion or unrest, terrorism or supervening legislation. Accordingly, Vaillant may at its absolute discretion vary or amend the Competition and the Entrant agrees that no liability shall attach to Vaillant as a result.
- 6.4 Submission of a false, incorrect, misleading or fraudulent Entry, information or other supporting documentation may result in disqualification from this Competition and/or all future competitions run by Vaillant and in the Entrant being subject to prosecution.

## **7 GENERAL**

- 7.1 The parties agree that the Conditions constitute the entire agreement between them, and supersede all other drafts, agreements,

arrangements and understandings between them, and any terms contained in any of the Marketing Materials.

7.2 The Competition and these Conditions shall be governed by the law of England and Wales.

7.3 The Entrant and the Competition irrevocably submit to the non-exclusive jurisdiction of the courts of England and Wales. However, if the Entrant is a consumer and is resident in Scotland, the Entrant may also bring proceedings in Scotland.

## **8 THE PROMOTER**

8.1 The Promoter is Vaillant Group UK Limited, a company registered in England and Wales with company number 00294316 and whose registered office is at Nottingham Road, Belper, Derbyshire, DE56 1JT.

8.2 Applicants and/or Entrants should not send requests to enter the Promotion to any address set out in these Conditions, as they will not qualify for the Promotion and will not be responded to.

8.3 For questions regarding the status of an Entry, please email: [info@vaillant.co.uk](mailto:info@vaillant.co.uk).

Please retain a copy of these Conditions for your reference.