

# SET Asia Competition Terms & Conditions

1. These terms and conditions apply to all competitions featured on-air on any of SET Asia's broadcast channels, in SET Asia's interactive or mobile services, included online at [www.setasia.tv](http://www.setasia.tv), and any other competitions organised by SET Asia (or a third party on SET Asia's behalf).

2. By entering a competition entrants accept these terms and conditions together with any specific instructions and terms for such competition which may be mentioned on-air, in any electronic messages, or on the website, or communicated to entrants in any other way ("competition information"). Such competition information shall prevail in the event of there being any inconsistency between these competition terms and conditions and any competition information.

3. SET Asia may cancel or amend any competition, competition information, or these terms and conditions without prior notice. Any changes will be posted either within the competition information or these terms and conditions.

## Competition Entry

4. The competition is open to all residents of the United Kingdom, which comprises England, Northern Ireland, Scotland, and Wales. For the avoidance of doubt, Jersey, Guernsey, and the Isle of Man are not part of the United Kingdom for these purposes. SET Asia reserves the right to ask competition winners for proof of UK residency and if a competition winner is unable to prove their residency to SET Asia's satisfaction (i.e. prove that they are physically present in the UK for 183 days or more in the previous or current UK tax year), SET Asia reserves the right to select an alternative winner. There is a minimum age limit of 18. There is no maximum age limit

5. Where the competition information specifies a minimum or maximum age limit SET Asia reserves the right to ask for proof of age and in all competitions evidence to verify the identity of an entrant at any time, and may use any channels and methods available to carry out checks of any details provided. Entrants may only enter the competition in their own name.

6. The opening and closing dates and times for entries are as indicated in the competition information. Any entries received before the opening and after the closing of the competition will be invalid and will not be entered into the competition.

7. By entering the competition entrants warrant that all information submitted by them is true, current, and complete. Entrants also warrant that they are the copyright owners of any copyright works submitted, for example photographs and drawings, and SET Asia's use of such works will not infringe the rights of any third party.

8. Any limit on the number of entries a person or household may make will be clearly stated in the competition information. Entries received in excess of this limit will be invalid and will not be entered into the competition.

9. Entry to the competition may only be made through the applicable method(s) indicated in the competition information. Not all of the following methods of entry may be available for entry to each competition. The following terms and conditions will apply where the method is indicated as being available in the competition information. Where entrants pay an entry fee, they must have the permission of the bill payer before entering, otherwise the entry will be invalid.

10. Any phone calls from a withheld, private or unknown number which our system does not register will not be accepted as a valid entry.

#### **a. Telephone entry**

Where specified in the competition information as an available method of entry to the competition, telephone entrants are required to call the telephone number as indicated in the competition information, and follow the instructions in the recorded message. The charge per call will be as indicated in the competition information and is based on the cost of a call from a BT fixed network line. The cost of entering from other networks will vary and from mobiles will cost considerably more and it is the entrant's responsibility to check before entering. Once the telephone number is dialled and the entrant is connected they will be charged the cost of entry (together with any applicable alternative network or mobile operators' charge). Please contact your telephone network operator for details. Pricing information is also available here. Telephone entries received after the notified competition closing time will not be valid unless otherwise stated in the specific competition terms.

#### **b. Text ("SMS") entry**

Where specified in the competition information as an available method of entry to the competition, SMS entrants are required to send a text to the short code or number as indicated in the competition information. Texts received by SET Asia will be charged at the standard operator rate, which will vary depending on the entrant's mobile network provider. When a text message is received from SET Asia, another is sent to the same mobile phone from which the answer was sent, acknowledging receipt of the entry (a "Text Acknowledgement"), this will result in the entrant being charged the charge stated in the competition information. Please check with the relevant mobile network provider what standard network charge will apply. In the event that the entrant has insufficient funds, credits or capacity on their handset (as applicable) for the Text Acknowledgement to be successfully sent by SET Asia and received by the entrant within 72 hours of the original entry being received by SET Asia, the relevant entry will be deemed ineligible and will not be accepted.

Entries sent by text message which are received after the stated competition closing time will be invalid and will not be entered into the competition (unless otherwise stated in the specific competition terms). If a text message entry is received by SET Asia after the stated competition closing time, the entrant will receive a free text message from SET Asia informing them that their entry was received late and was not therefore entered into the competition; however, the entrant will not be entitled to a refund of the standard network

charge imposed by the entrant's mobile network when they entered the competition by text message.

SMS entries received after the notified competition closing time will not be valid (unless otherwise stated in the specific competition terms). SET Asia accepts no liability for any SMS entry charges incurred regardless of whether the entry is received before the competition closing time. SMS entrants will receive a SMS confirmation text message of their entry, which may include information about the programme, its sponsor or other services relating to the competition.

11. Neither SET Asia nor its servants, agents, nor any other party or organisation involved in the management, promotion, or administration of the competition or its entry routes or donation of prizes or their agents or subsidiaries involved in the competition will accept responsibility or liability for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft, destruction, alteration of, or unauthorised access to entries, or entries lost or delayed whether or not arising during operation or transmission as a result of server functions (including but not limited to security functions by software used by SET Asia or any third party), virus, bugs, or other causes outside its control.

12. Any entries which are incomplete, incorrect, inaudible, incomprehensible, or not received by SET Asia will be void. An entry to the competition will be deemed to be an invalid entry where an entrant has evaded payment of the applicable entry charges when entering the competition or, in the case of postal entry, has failed to pay and affix the correct postal charges.

13. In the event of any fault, mistake, misunderstanding or dispute concerning the correctness or acceptability of the entry or any answers given by entrants (if applicable), or the operation of any part of the competition (in the case of postal entries, a postal strike for example), network or phone system, the decision of SET Asia shall be final and no correspondence will be entered into.

14. SET Asia will not be liable to reimburse expenses incurred in making an entry in any competition. Where SET Asia decides in its sole discretion that an entrant is eligible for a refund, eligibility for refunds will be notified to relevant entrants. SET Asia reserves the right to refuse to refund any messages where it suspects dishonest or fraudulent conduct on the sender's part or where the entrant has not complied with the rules of the competition (for example, in exceeding the maximum number of entries).

## **Prizes**

15. The prize is as specified in the competition information. Where the prize involves the winner travelling, the winner (and their companion(s) if applicable) may be required to hold a valid passport and/or other necessary travel documentation and visas. Where the prize necessitates travel on a specific date, the winner (and their companion(s) if applicable) must be able to travel on the date specified by SET Asia and no alternative dates will be available. Where there are multiple people travelling, the winner and their companion/s must travel at the same time on the same itinerary. Where the prize involves travel or another experience on a date and/or destination to be chosen by the winner, the date and/or destination chosen is subject to availability and the prize must be taken within 12 months of the winner

being notified of their win, unless specified otherwise in the competition information. The winner must provide SET Asia with their preferred date and/or destination within 28 days of being notified of their win. SET Asia will use reasonable endeavours to arrange the prize for the winner's preferred date and/or destination, but these are subject to availability and SET Asia reserves the right to require the winner to take the prize on alternative dates and/or to an alternative destination of SET Asia's choice. Where the prize involves travel to a destination outside the United Kingdom, SET Asia will use reasonable endeavours to arrange direct flights from an airport conveniently located for the winner but may require the winner to fly from a London airport. The winner is solely responsible for travel to and from the UK airport specified by SET Asia and all insurance, applicable taxes and for any costs, expenses and charges not specified as being included in the prize description in the competition information. The prize is subject to the terms and conditions of the manufacturer or supplier.

16. The process for determining the winner of the prize is as indicated in the competition information. Where the winner is randomly selected from all correct and valid entries, the draw for the winner will where possible take place within 7 days of the date on which the competition closes.

17. Prize draw prizes will be awarded in accordance with the laws of chance and, if required by law or regulation, under the supervision of an independent observer. Any competition requiring a subjective assessment in the selection of winning entries will be judged from all valid entries by SET Asia or as indicated in the competition information and, if required by law or regulation, an independent judge or a panel including one member who is independent of the competition's promoters and intermediaries. Selection of winning entries is final and no correspondence will be entered into.

18. Should more prizes be claimed than are available for any reason, a simple prize draw will take place for the available prize(s).

19. SET Asia will attempt to notify the winner for up to 28 days after the closing date and time for entries to the competition, or as otherwise indicated in the competition information, and where time is of the essence for such a period as SET Asia shall in its absolute discretion deem reasonable. He/she will be contacted on the phone number, by SMS text, e-mail, or postal address provided when entering the competition. The winner will have a specified fixed time period in which to claim his or her prize. If SET Asia is unable to notify the winner, or if the winner fails to respond within the fixed time period as specified and/or provide an address for delivery of the prize, this may result in forfeiture of the prize and SET Asia reserves the right to select an alternative winner in accordance with these terms and conditions and the competition information.

20. SET Asia may in its sole discretion refuse to provide a prize, or seek its recovery, in the event of non-entitlement under these terms or an entrant's breach of these terms, SET Asia's website terms of use, fraud, dishonesty, or other inappropriate or improper conduct including but not limited to the use of technology which enables an entrant to evade charges when entering the competition or the improper use of technology when entering the competition, for example submitting a computer generated drawing where a human drawing is required.

21. Any entrant who enters or attempts to enter the competition in a manner, which in SET Asia's determination, is contrary to these terms and conditions or is fraudulent or unjust to

other entrants (including without limitation tampering with the operation of the competition, hacking, cheating, deception, or any other unfair playing practices such as intending to annoy, abuse, threaten, or harass any other entrants or SET Asia and/or any of its agents or representatives), may be rejected from the competition at SET Asia's sole discretion.

22. SET Asia reserves the right to modify, cancel, terminate or suspend the Competition in whole or in part, at its sole discretion, if it believes the Competition is not capable of being conducted as specified in these terms and conditions or in the event of a virus, computer bug or unauthorised human intervention or any other cause that is beyond the reasonable control of SET Asia that could corrupt or affect the administration, security, impartiality, or normal course of the Competition.

23. SET Asia reserves the right in its sole discretion to withhold delivery of the prize until such proof of eligibility and identity has been confirmed or if such proof is not produced on request or to disqualify the entrant from the competition.

24. SET Asia endeavours to deliver the prize to the winner within twenty eight (28) days from the date of the draw, unless otherwise specified to the winner. Delivery restrictions may apply. No cash equivalent (where applicable) or alternative prize will be given and the prize is non-transferable and non-exchangeable. However, SET Asia reserves the right to change the prize due to circumstances beyond its control or to offer an alternative of similar value.

25. In certain circumstances as decided by SET Asia a cash alternative may be offered. Such circumstances may include (but are not limited to) the prize being inappropriate for the age of the winner, the prize including tickets to an event, the prize being no longer available.

26. Where the prize includes a cheque, such cheque will be made payable to the name of the winning entry in pounds sterling. A cheque prize cannot be made payable to any third party. No other form of payment will be made.

27. Competitions, the first name, surname, location and age of the winner will be announced on air and published on SET Asia's website where necessary. By entering the competition entrants grant to SET Asia a non-exclusive licence to use and publish their entry in any media for the purpose of announcing the winner.

## **Data Protection and Publicity**

28. SET Asia (or any third party nominated by SET Asia) may exercise its sole discretion to use the winner's (and (if applicable) their companion's) name, address, and image and their comments relating to the prize and competition experience for future promotional, marketing and publicity purposes in any media worldwide without notice or without any fee being paid.

29. Information, data and the caller line identity ("personal data") which is provided by entrants when they enter will be held and used by SET Asia and their suppliers and contractors in order to administer the competition. If entrants call from a withheld caller line identity and do not provide their caller line identity when entering the competition, SET Asia may use the withheld caller line identity for customer care purposes such as refunds or communications relating to a service e.g. to notify a winner. Entrants' personal data may also be passed to their mobile phone network or to relevant regulatory bodies including

PhonePayPlus, the police or other authorities in the course of the investigation of any complaints or suspected unlawful activity or where requested by the phone provider in connection with the billing arrangements for the competition. Aggregate, non personal data may also be used for the purpose of undertaking market research or in facilitating reviews, developments and improvements to relevant services.

30. Entries to competitions may be held by SET Asia for up to three months after which they will be securely destroyed. SET Asia will not return entries submitted to competitions .

## **Liability**

31. Nothing in these terms and conditions shall exclude or limit SET Asia's liability for death or personal injury caused by their staff or supplier's negligence or for fraud. Subject to this, SET Asia cannot accept any responsibility for any damage, loss, injury or disappointment suffered by any entrant entering the competition or as a result of accepting any prize. SET Asia is not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, or providers, computer equipment, software failure of any email or entry to be received on account of technical problems or traffic congestion on the Internet, telephone lines or at any web site, or any combination thereof, including any injury or damage to entrant's or any other person's computer or mobile telephone related to or resulting from participation or downloading any materials in the competition.

32. SET Asia cannot promise that the services relating to the competition will be free from errors or omissions nor that they will be available uninterrupted and in a fully operating condition. These services may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons reasonably beyond the control of SET Asia. SET Asia will not be liable in the event that all or any part of the service relating to the competition is discontinued, modified or changed in any way.

## **Standard terms**

33. In the event that any entrant does not, or is unable to, comply with and meet these terms and conditions and the competition information, SET Asia shall be entitled at its sole discretion to disqualify such entrant, without any further liability to such entrant. In these circumstances, any prize(s) won by the entrant may be forfeited and SET Asia reserves the right to reclaim any prize(s) already distributed to the entrant. Any entrant must comply with any directions given to him or her by SET Asia including but not limited to any and all relevant laws, rules and regulations, and where applicable, compliance with the Ofcom Broadcasting Code and PhonePayPlus Code of Practice.

34. The invalidity or unenforceability of any provision of these Terms and Conditions shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Terms and Conditions shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

35. Please note that calls may be recorded to ensure that competition entries are captured, for staff training and quality control purposes.

36. These terms and conditions were last updated on 5 August 2011.

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