### **Competition Terms and Conditions**

### 1. Parties

- 1.1 Newcastle United Football Company Limited (a company registered in England and Wales with company registration number 00031014) of St James' Park, Newcastle Upon Tyne, Tyne & Wear, NEI 4ST ("NUFC"); and
- 1.2 The "Participant" is the individual who enters the competition (the "Competition")

  (Participant and Participants shall be read accordingly).

## 2. How to Enter

- 2.1 The competition shall open for the period (the "Competition Period") set out in the marketing communications from NUFC advertising the competition (the "Competition Communications")
- 2.2 By entering the Competition, the Participant agrees to be bound by these terms and conditions.
- 2.3 The Competition Communications may outline any other terms and conditions to which Participants are subject to in respect of the Competition.
- 2.4 The Competition consists of 7 (seven) individual polls hosted on NUFC's website and app.

  Each poll corresponds to a specific award category: "Goal of the Season", "Player of the Season", "Save of the Season", "Moment of the Season", "Hairstyle of the Season", "Funniest Moment of the Season", and "Celebration of the Season", the "Poll(s)".
- 2.5 In order to enter the Competition, Participants must log in using their NUFC account to access the Polls. Each vote submitted in a Poll constitutes I (one) entry into a free prize draw for that specific Poll. Participants who vote in all 7 (seven) Polls will automatically be entered into a separate free grand prize draw.
- 2.6 For the avoidance of doubt, if the Prize includes NUFC home or away match tickets, Participants will be subject to the applicable ground regulations and other applicable terms and conditions of NUFC or the club which NUFC is playing at (e.g. ticketing terms and conditions). For Prizes other than NUFC home or away match tickets, any other applicable

- terms and conditions and requirements will be outlined in the Competition Communications prior to the award of the Prize.
- 2.7 For all questions relating to the Competition, please contact NUFC at the email address detailed in the Competition Communications for questions relating to the Competition.

# 3. Eligibility

- 3.1 The Competition is only open to Participants that meet the eligibility requirements set out in the Competition Communications, except:
  - 3.1.1 employees of NUFC or its holding or subsidiary companies;
  - 3.1.2 employees of agents or suppliers of NUFC or their holding or subsidiary companies who are professionally connected with the Competition or its administration; or
  - 3.1.3 members of the immediate families or households of 3.1.1 and 3.1.2 above.
- 3.2 In entering the Competition, the Participant confirms they are eligible to do so and eligible to claim any prize the Participant may win. NUFC may require the Participant to provide proof that they are eligible to enter the Competition and certify all information provided to be true.
- 3.3 NUFC will not accept Competition entries that are:
  - 3.3.1 automatically generated by computer;
  - 3.3.2 completed by third parties or in bulk;
  - 3.3.3 have been altered, reconstructed, forged, or tampered with; or
  - 3.3.4 incomplete.

### 4. The Prize

- 4.1 Each of the Polls will have an associated prize, as detailed in the Competition Communications. (the "Prize").
- 4.2 In addition, Participants who vote in all 7 (seven) Polls will automatically be entered into a separate free grand prize draw. The grand prize will be confirmed and communicated via the Competition Communications ("the Grand Prize").
- 4.3 The Prize is subject to availability, in respect of which NUFC reserves the right to substitute any Prize with another prize of equal or greater value.

- 4.4 The Prize is not negotiable, exchangeable, or transferable and may not be exchanged for any cash alternative.
- 4.5 Eligibility for Celebration of the Season prize draw is strictly limited to entrants aged 25 years or over. The club reserves the right to request valid proof of age prior to the allocation of this prize, and failure to provide such proof may result in forfeiture.

#### 5. **Prize Winner**

- 5.1 NUFC will contact the winners as soon as reasonably practicable after the Competition Period.
- 5.2 To claim the Prize, the winner must provide NUFC with the following information:
  - 5.2.1 full name;
  - 5.2.2 home address;
  - 5.2.3 phone number;
  - 5.2.4 date of birth;
  - 5.2.5 email address; and
  - 5.2.6 any other information set out in the Competition Communications as required to claim the Prize.
- 5.3 If the Participant objects to any or all of their surname, county and winning entry or score or their name or nickname being published or made available (including on NUFC's social media accounts), please contact NUFC at <a href="marketing@nufc.co.uk">marketing@nufc.co.uk</a>. In such circumstances, NUFC must still provide the winning Participant's surname, county and winning entry or score to the Advertising Standards Authority on request.

## 6. Claiming the Prize

- 6.1 The Prize may not be claimed by a third party on the Participant's behalf.
- 6.2 NUFC will make all reasonable efforts to contact winners. If a winner cannot be contacted or is not available or has not claimed their Prize within 7 (seven) days of first being contacted by NUFC after winning the Prize, NUFC reserves the right to offer the Prize to the next eligible entrant selected from the entries that were received during the Competition Period.

- 6.3 NUFC does not accept any responsibility if a winning Participant is not able to collect the Prize.
- 6.4 Any Prize or Grand Prize that includes match day tickets of hospitality includes the tickets only. NUFC shall not be liable for any associated expenses. This includes, but is not limited to, travel to and from the stadium, accommodation, meals or any other spending money.
- 6.5 If the winner of a Prize and/ or Grand Prize lives outside of the United Kingdom, they will be responsible for covering any postage and/ or customs charges associated with the delivery of the Prize and/ or Grand Prize. NUFC shall not be liable for any delays, losses or additional costs incurred in the delivery of the Prize and/ or Grand Prize to international addresses.

## 7. **Data Protection**

7.1 NUFC will only process the Participant's personal information as set out at <a href="https://www.newcastleunited.com/privacy-policy/">https://www.newcastleunited.com/privacy-policy/</a>.

# 8. Limitation of liability

- 8.1 Insofar as is permitted by law, NUFC and their agents or distributors will not in any circumstances be responsible or liable to compensate any winner or Participant or accept any liability for any loss, damage, personal injury or death occurring as a result of taking up a prize or participating in the Competition except where it is caused by the negligence of NUFC, its agents or distributors or that of their employees. The Participant's statutory rights are not affected.
- 8.2 For the avoidance of doubt, NUFC shall not be held liable for any costs associated with missed, cancelled or changed flights, nor any related baggage charges.

## 9. **General**

- 9.1 If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us.
- 9.2 When we use the words "writing" or "written" in these terms, this includes emails.

- 9.3 If there is any reason to believe that there has been a breach of these terms and conditions by a Participant, NUFC may, at its sole discretion, reserve the right to exclude a Participant from participating in the Competition and/or ban the Participant from taking part in future NUFC competitions.
- 9.4 If, related to the Competition, NUFC becomes aware of behaviour that NUFC, in its sole discretion, deems unacceptable, NUFC reserves the right to:
  - 9.4.1 withdraw the Prize from the Participant and/or;
  - 9.4.2 exclude the Participant from participating in the Competition; and/or
  - 9.4.3 ban the Participant from taking part in future NUFC competitions.
- 9.5 NUFC reserves the right to hold void, suspend, cancel, or amend the Competition where it becomes necessary to do so.
- 9.6 NUFC will comply with all applicable laws, statutes, regulations relating to the Competition.
- 9.7 NUFC reserves the right to verify that Participants have voted in all Polls before awarding the Grand Prize.