3P Learning

Terms and Conditions

- 1. Information on how to enter forms part of the terms and conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
- This competition will run from 1st December 2023 (00:01 GMT) to 12th December 2023 (23:59 GMT) (Promotional Period), with the winners announced on the 15th December 2023.

How to enter:

- 3. To be eligible to enter, an entrant must be:
 - a. aged 18 years or over;
 - b. be employed by a school in the UK during the Promotional Period; and
 - authorised to act on behalf of their school or student during the Promotional Period, and
 - d. submit an image of their student or class, reading one of the 12 books from the "Reading Eggs 12 books of Holiday Joy" blog on LinkedIn, Twitter, Instagram or Facebook by 12th of December 2023 23:59 (GMT).
- 4. An entrant who submits a photo of their student or reading one of the 12 books from the "Reading Eggs 12 books of Holiday Joy" blog enters this competition for the opportunity to win a prize as follows:
 - a. A pair of Apple AirPods 1st Generation (approx. value £130 GBP)
- Only one entry per individual entrant, or on behalf of the student, will be accepted. 3P Learning Limited (the Promoter) reserves the right to determine the validity of the entry.
- 6. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any entrant who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- If there is a dispute as to the identity of an entrant or the entrant's capacity to represent their school, the Promoter reserves the right, in its sole discretion, to determine the identity and the capacity of the entrant.



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Winners:

- 8. The Competition winner will be drawn at random. Each valid entry will be entered into the pool and have equal chance of being selected by the random winner generator, and the name drawn from this generator will be determined as the winner.
- The winner will be determined by the Promoter at their office at 33 Colston, 33 Colston Avenue, BRISTOL, BS1 4UA, United Kingdom (or via a remote location in the event of any unforeseen circumstances) on 13th of December 2023 at 13:00pm (GMT). The Promoter's decision is final.

Prize Pool:

- 10. The total value of the prize pool is approximately £130 GBP, and prizes are as follows:
 - A pair of Apple AirPods 1st Generation (approx. value £130 GBP)or a substitute gadget/package of similar value if this particular model is not available for any reason.
- 11. All prizes are non-transferable, nonredeemable for cash and must be taken as offered.

Notification of winners:

- 12. Winners will be notified by reply from the Promoter's team at the LinkedIn, Twitter, Instagram or Facebook account used to make their entry, or by email and telephone (if applicable), on or before 13th December 2023 (23:59 GMT) to confirm they claim the prize.
- The names of the winners will be published on the 3P Learning social media platforms (LinkedIn/ Twitter/ Facebook and Instagram) and email sources from 18th December 2023 until further notice.

Draw for unclaimed prizes:

- 14. In the instance of any unclaimed prizes, a redraw will occur. All remaining eligible entrants will go into the draw and a winner for an unclaimed prize is selected at random. This will take place on 14th December 2023 at 13:00 PM (GMT) at the same time and place as the original judgement, subject to any directions from a regulatory authority. The winners will be notified by email and telephone (if applicable) by 15th December 2023.
- 15. The names of the re-draw winners will be published on the 3P Learning's social media platforms (LinkedIn/ Twitter/ Facebook and Instagram) from Monday 18th December 2023 until further notice.

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Jurisdiction and Applicable Law:

16. These terms and conditions are governed by and construed in accordance with the laws of England and Wales. Any disputes arising out of or in connection with these terms and conditions shall be subject to the exclusive jurisdiction of the courts of England and Wales.

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Data Protection:

- 17. The Promoter is committed to protecting the privacy of entrants. The Promoter will collect, use, and disclose personal information collected from entrants in accordance with the UK Data Protection Act 2018 and the General Data Protection Regulation (GDPR). Entrant's Rights
- 18. Entrants have the following rights in relation to their personal information:
 - a. The right to access their personal information
 - b. The right to have their personal information rectified
 - c. The right to have their personal information erased
 - d. The right to restrict the processing of their personal information
 - e. The right to object to the processing of their personal information
 - f. The right to data portability

Entrants can exercise their rights by contacting the Promoter's at info@eme.3plearning.com

Privacy Policy:

 The Promoter's Privacy Policy provides further information about how the Promoter collects, uses, and discloses personal information. Entrants can access the Promoter's Privacy Policy at <u>https://www.3plearning.com/privacy/</u>

Limitation of Liability:

20. Except to the extent that liability cannot be excluded by law, the Promoter shall not be liable for any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.

In particular, the Promoter shall not be liable for:

- a. Any loss or damage arising from the entrant's use of or inability to use the social media platforms used to enter the competition.
- b. Any loss or damage arising from any delay or failure to deliver the prize.
- c. Any loss or damage arising from any act or omission of a third party.
- d. The Promoter's total liability under these terms and conditions shall not exceed the value of the prize.

The limitations of liability in this clause shall apply to the Promoter, its officers, employees, agents, and contractors.

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General:

- 21. By entering the promotion, entrants and Winners grant the Promoter approval to publicly disclose the entrant's name, entry, and school affiliation as part of promotion of Reading Eggs 12 Books of Holiday Joy + Competition!, or the prize winner announcement in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products distributed or supplied by the Promoter. Winners also agree to provide information reasonably required by the Promoter in relation to delivery of the prizes, and where such information is not provided in a reasonable time, the prize will be deemed an unclaimed prize.
- Entry is only open to all entrants able to make a valid entry. Directors, managers and employees of the Promoter are ineligible to enter.
- The Promoter reserves the right to disqualify an entrant whose entry is not in accordance with these terms and conditions.
- 24. While offering these prizes in good faith, except for any liability that cannot by law be excluded, the Promoter (including its respective officers, employees and agents) excludes all liability or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.
- 25. The Promoter collects personal information ("PI") to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at www.3plearning.com/privacy. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter.
- The promoter is 3P Learning Limited (ABN 50 103 827 836) of 655 Parramatta Road, Leichhardt NSW 2040 Australia. A reference to GST means goods and services tax, or such similar tax as may be applied.