1. THE PROMOTER

1.1 The promoter of this prize draw is: HS1 Limited of 5th Floor, Kings Place, 90 York Way, London N1 9AG ("**HS1**").

2. THE DRAW

2.1 The title of the prize draw is "Ebbsfleet Station Matters Customer Survey Monthly Prize Draw".

3. How to Enter

- 3.1 The prize draw is free to enter and no purchase is necessary.
- 3.2 To enter the competition you must:
 - (a) visit our website at: www.stationmatters.com and select Ebbsfleet International Station;
 - (b) complete the survey;
 - (c) tick the box to confirm you wish to enter the prize draw; and
 - (d) enter your contact details.
- 3.3 Only one entry per person per month is permitted. Previous winners of a prize draw are not eligible to win a further prize.
- 3.4 The prize draw will run on a monthly basis. Entries received from 00:01 on the first day of a calendar month until 23:59 on the last day of that calendar month (the "**Closing Date**") will be entered in to the prize draw for that calendar month.
- 3.5 HS1 will **not** accept:
 - (a) responsibility for entries that are lost, mislaid, damaged or delayed in transit, regardless of cause, including, for example, as a result of any postal failure, equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind; or
 - (b) proof of posting or transmission as proof of receipt of entry to the prize draw.
- 3.6 By submitting an entry, you are acknowledging that you have read, accept and agree to be bound by these terms and conditions.
- 3.7 One entry will be chosen from all of the entries received in any one calendar month. The winner will be selected by random draw supervised by an independent person on the first working day after the Closing Date of each calendar month (the "**Draw Date**") and will win the prize (as specified in condition 5.1).

Station Matters Customer Survey Monthly Prize Draw Terms and Conditions

- 3.8 By entering the prize draw, you hereby warrant that all information submitted by you in your entry is true, accurate and complete in every respect. HS1 reserves the right to verify any information contained in your entry and/or your eligibility to enter the prize draw.
- 3.9 HS1 reserve the right in its absolute discretion to disqualify any entrant if it has reasonable grounds to believe that an entrant has breached any of these terms and conditions, any applicable law. Each entrant acknowledges and agrees that any failure to comply with these terms and conditions could lead to HS1 disqualifying that person, without HS1 giving any reason for such disqualification or granting any opportunity for challenge.
- 3.10 In the event that a prize-winner is disqualified from the prize draw, HS1 will select an alternative prize-winner in the same manner as the original prize-winner and such selection will be subject to these terms and conditions.

4. ELIGIBILITY

- 4.1 The prize draw is only open to all residents in the UK aged 18 or over.
- 4.2 Any person that:
 - (a) is an employee of HS1 or its holding or subsidiary companies;
 - (b) is an employee of agents or suppliers of HS1 or its holding or subsidiary companies, who are professionally connected with the prize draw or its administration;
 - (c) works at Ebbsfleet International Station or any other stations owned or operated by HS1; or
 - (d) is a member of the immediate families or households of (a), (b) or (c) above,

is not eligible to enter the prize draw. HS1 reserves the right to disqualify any person that it knows is, or has reasonable grounds to believe is, ineligible for the prize draw as a result of this condition.

- 4.3 In entering the prize draw, you confirm that you are eligible to do so and eligible to claim the prize. HS1 may require you to provide proof that you are eligible to enter the prize draw.
- 4.4 HS1 will not accept entries that are:
 - (a) automatically generated by computer;
 - (b) completed by third parties or in bulk;
 - (c) illegible, have been altered, reconstructed, forged or tampered with; or
 - (d) incomplete.
- 4.5 There is a limit of one entry per person in any one calendar month. In the event that HS1 discovers or has reasonable grounds to believe that the same person has made multiple entries, such person and any entries made by them shall be disqualified and, if such entrant has already been selected as a prize-winner, an alternative prize-winner will be selected in accordance with the process described above.

5. THE PRIZE

- 5.1 The prize is 1 x £20 gift card from Marks and Spencer plc trading as Marks and Spencer (valid for 24 months from the date of purchase. See terms and conditions here: <u>Help Gift cards & e-gift cards | M&S (marksandspencer.com)</u>
- 5.2 HS1 shall purchase a single voucher with a total value of £20 from the retailer specified in condition 5.1 within the time frames set out in condition 7.
- 5.3 HS1 reserves the right to replace the prize with an alternative prize of equal or greater value if circumstances beyond HS1's control make it necessary to do so.
- 5.4 Prizes are subject to availability. There is no cash alternative for the prize. The prize is not negotiable or transferable.
- 5.5 Your use of the gift card will be subject to the relevant retailer's terms and conditions of use as amended from time to time.
- 5.6 In order to claim the prize you must comply with condition 7.

6. WINNER ANNOUNCEMENT

- 6.1 HS1 will contact the winner within 14 days of the Draw Date via email using the details provided at entry.
- 6.2 The decision of HS1 regarding any aspect of this prize draw is final and no correspondence or discussion will be entered into.
- 6.3 Within a period of 4 weeks following each monthly Draw Date, HS1 will send the name and county of the winner of that draw to anyone who writes requesting details of the winner and who encloses a self-addressed envelope to the address set out in condition 1.

7. CLAIMING THE PRIZE

- 7.1 If you are the winner of the prize, you must claim the prize by replying within 14 days to the email sent to you by HS1 in accordance with condition 6.1. In your reply you must tell us your contact details, including your name, telephone number, email and postal address.
- 7.2 HS1 will make all reasonable efforts to contact the winner. If the winner cannot be contacted or is not available, or has not claimed their prize within the time frame specified in condition 7.1 HS1 reserves the right to select an alternative winner in accordance with the process described above.
- 7.3 The prize will be sent to the winner by email or post using the details provided by you in accordance with condition 7.1, within 30 days of the Draw Date.
- 7.4 HS1 does not accept any responsibility if you are not able to take up the prize.

7.5 No prize will be awarded where any entrant has committed any form of misconduct (as determined by HS1 in its sole discretion).

8. LIMITATION OF LIABILITY

8.1 Insofar as is permitted by law, HS1, its agents or distributors will not in any circumstances be responsible or liable to compensate the winner or accept any liability for any loss, damage, disappointment, personal injury or death occurring as a result of any entrant entering this prize draw, taking up the prize, or as a result of any entrant winning or not winning any prize, except where it is caused by the negligence of HS1, its agents or distributors or that of their employees. Your statutory rights are not affected.

9. DATA PROTECTION AND PUBLICITY

9.1 By entering into the prize draw you acknowledge and agree to the processing of your personal data in accordance with the Events and Competition Privacy Policy <u>HS1 Events & Competition</u> <u>Policy – St Pancras International</u>

10. GENERAL

- 10.1 If there is any reason to believe that there has been a breach of these terms and conditions, HS1 may, at its sole discretion, reserve the right to exclude you from participating in the prize draw.
- 10.2 In the event of any dispute regarding these terms and conditions, the conduct or results of the prize draw, or any other matter relating to a prize draw, the decision of HS1 shall be final and unchallengeable and no correspondence or discussion shall be entered into, comment issued, or reason given in respect of any decision made by HS1.
- 10.3 HS1 reserves the right to hold void, suspend, cancel, or amend all or any part of the prize draw where it becomes necessary to do so. Any changes to these terms and conditions, or cancellation of the draw, will be posted on the Website. It is the responsibility of entrants to keep themselves informed as to any changes to the terms and conditions.
- 10.4 HS1 reserves the right at any time, and from time to time, to modify or discontinue, temporarily or permanently the prize draw at the end of any given month without notice.
- 10.5 These terms and conditions and any dispute arising out of or in connection with them or their subject matter (including any non-contractual disputes or claims) shall be governed by English law, and the parties submit to the exclusive jurisdiction of the courts of England and Wales.
- 10.6 A copy of these terms and conditions may be obtained by sending a stamped addressed envelope to: Ebbsfleet Station Matters Customer Survey Monthly Prize Draw, HS1 Limited, 5th Floor, Kings Place, 90 York Way, London N1 9AG.