Terms and Conditions for MasterQuote Prize Draw Competitions

- This competition is run by MasterQuote ("Promoter", "we" or "our" or "us"), MasterQuote is a trading name of Insurance Factory Limited, registered in England (No. 02982445) with registered office address at 45 Westerham Road, Bessels Green, Sevenoaks, Kent TN13 2QB.
- 2. The competition is open to all residents of the United Kingdom aged 18 or over, and a MasterQuote Home and/or Motor policyholder. Proof of identity and eligibility may be required.
- 3. These terms and conditions apply to MasterQuote's monthly prize draw competitions to win a prize. The Prize is subject to availability, change and substitution at the Promoter's sole discretion.
- 4. The Prize will be:
 - i.) Various goods, services or promotions determined by the Promoter up to a value of £1000 but no less than £500. Examples of potential prizes include but are not limited to iPads, televisions, and other electronic gadgets.
- 5. By purchasing a Policy in accordance with clause 7 below, you will be entered into this Competition. These terms govern this Competition and any entrants' participation in this Competition. In the event of any conflict between these terms and conditions and any other instructions or terms, these terms and conditions shall prevail where they apply.
- 6. This Competition will open at 00:00 on 01st August 2018 ("Opening Date/Time") and will continue to run for a period of 12 months ("Closing Date"). There will be a total of 12 prize draws, occurring on a monthly basis on or around the 7th working day of every calendar month ("Prize Draw Closing Date").
- 7. To enter the Competition prize draw you will need to:
 - i.) Purchase a MasterQuote policy through the MasterQuote website, a third party website or by calling MasterQuote directly (the "**Policy**"). This Policy must be purchased between the Opening Time and the Closing Date. This includes renewal customers providing they meet all other eligibility criteria. Policies purchased through aggregator and/or price comparison websites are included, and;
 - ii.) Ensure that the Policy purchased (for either Home or Motor insurance) is in force for at least 30 days or more.
 - iii.) Provided that the above conditions in 7(i)-(ii) have been complied with, you will then be entered into the Competition.
 - iv.) If you enter either before the Opening Date or after the Closing Date your entry will not be accepted. Only one entry per monthly prize draw is allowed per person.
 - v.) If more than one entry is received per person only the first entry will be accepted.
 - vi.) If you do not win the monthly prize draw in which you are entered, your entry will continue to be entered into subsequent prize draws in this Competition until the Closing Date, unless you advise otherwise by contacting Service.admin@markerstudy.com.

- vii.) If you win a monthly prize draw, your entry will not be entered into subsequent monthly prize draws.
- 8. After the Monthly Prize Draw Closing Dates, the Promoter will use reasonable endeavours to notify the winners within fourteen days of the draw taking place. You will be contacted on the details you provided to us, in order to administer your policy. If the Prize is unclaimed within fourteen days, the Prize shall be deemed unclaimed or unaccepted and a supplementary winner may be chosen at the Promoter's sole discretion. The prize will be delivered to a UK address. The Promoter shall not be held responsible for non-delivery of the Prize to the postal address provided by a winner or any failure by the winner to take advantage of the Prize for any reason and no alternative will be provided. It is your responsibility to inform the Promoter of any change to your contact address or e-mail address.
- 9. The Promoter accepts no responsibility for entries submitted incorrectly or delayed, that do not comply with the terms and conditions.
- 10. The Promoter's decision as to entrants taking part and the winners are final. No correspondence relating to the Competition will be entered into.
- 11. Our liability to you for any direct, indirect or consequential damage or loss is excluded to the maximum extent permitted by law and in particular we will have no liability to the winners or to any other third party in respect of any issue which affects the quality or fitness for any particular purpose of the Prize or any damage or loss resulting from making use of the Prize. You further accept that any replacement or substitution of the Prize is at our sole discretion and we are under no obligation to do so.
- 12. The Prize is non exchangeable, non-transferable and no cash alternative is available. There is no cost to enter the Competition. The winners agrees not to sell, offer to sell or use the Prize for any commercial or promotional purpose (including placing the Prize on an internet auction site) in the six months following being awarded the prize.
- 13. You will not be added to our marketing database as a condition of entering the competition. Separate to this, you will be given the choice to opt-in to receive further information on products, services and offers we believe may be of interest to you.
- 14. If you are a winner, you may be required to take part in any post-competition publicity as reasonably required by us, which may include publication of your name, photographs of you, video, and/or voice recordings. The Promoter will confirm your consent before publishing.
- 15. The Promoter agrees to comply with the provisions of the Data Protection Act 1998 including any subordinate legislation made under it and any provision amending, superseding it or re-enacting it (whether with or without modification).
- 16. We will endeavour to store/use your personal details in line with our Privacy Policy which can be found at https://resources.markerstudy.com/media/1037/insurance-factory-privacy-policy_v10_march-2018.pdf
- 17. The Promoter, reserves the right, at their discretion, to:
 - (i) Amend these terms and conditions; and

- (ii) Disqualify any entrants who do not comply with these terms and conditions or has acted fraudulently in any way; and
- suspend or cancel the Competition at any time and without providing any prior notice, if in its opinion it is deemed necessary or if circumstances arise outside its control; and
- (iv) Substitute the Prize or any element of the Prize including the Prize value in the event that the Prize cannot be provided to a winner.
- 18. The Promoter cannot accept any responsibility whatsoever for any technical failure or malfunction, availability or functionality or otherwise or any other problem with any server, system, network or mobile operator or service provider or otherwise which may result in any registration not being properly logged, not recorded or recognised.
- 19. Nothing in these terms and conditions shall limit or exclude the Promoter's liability for:
 - i.) Death or personal injury caused by its negligence;
 - ii.) Fraud or fraudulent misrepresentation.
- 20. Subject to clause 19 and to the maximum extent permitted by law, the Promoter shall not be liable for any claims or actions of any kind whatsoever for damages or losses to persons, any winner, of property which may be sustained in connection with the receipt, ownership and/or use of the Prize or any element of the Prize, any acts or omissions of its agents.
- 21. If any of these terms and conditions are found by a competent court or other competent authority to be void or unenforceable, that term or condition shall be modified to the minimum extent necessary to make it valid, legal and enforceable.
- 22. This Competition is governed by English law and is subject to the exclusive jurisdiction of the courts of England and Wales.
- 23. Moneysupermarket.com Limited does not accept any responsibility or liability under or in connection with this offer (including without limitation as a result of technical fault or computer or electronic malfunction [or incomplete, illegible, lost or fraudulent entries]).
- 24. You acknowledge that Moneysupermarket.com Limited is not a party to any contract(s) in relation to the provision of [•] entered into between you and [the Provider]. Moneysupermarket.com Limited will not be responsible for any damages, claims or losses arising out of, or in connection with any such contract(s) (including any services provided under such contract(s)).
- 25. If any paragraph in these terms and conditions is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other paragraphs of these terms and conditions, which shall remain in full force and effect.
- 26. These terms and conditions shall be governed by and construed in accordance with the law of England and Wales. The Courts of England and Wales shall have exclusive jurisdiction in connection with these terms and conditions.