

Niall Horan Competition Terms and Conditions

1. THESE TERMS AND CONDITIONS

- a. These terms and conditions (the “Competition Terms”) apply to the following competition described hereunder.
- b. By entering this Competition, you agree that you are legally bound by these Competition Terms.

2. IDENTITY OF THE PROMOTER OF THE COMPETITION

- a. The promoter of this Competition is The London Irish Centre.
- b. The London Irish Centre is a company and a charity registered in England and Wales. Our registered office is at 50-52 Camden Square, London, NW1 9XB. You can write to us at that address if you have any concerns in relation to this Competition – please set out clearly your concern and that it relates to this competition.

3. THE COMPETITION

- a. A competition to win flights and transfers from anywhere in the world to Dublin, two nights hotel accommodation and admission for two people to the second Dublin date of Niall Horan’s ‘The Show’ Tour on February 25th at the 3Arena including a private backstage meet and greet session with Niall and signed gifts.

4. ELIGIBILITY RULES FOR OUR COMPETITION

- a. Where entrants are under the age of 18 years, they must provide written confirmation from their parent or legal guardian confirming that they had their permission to enter the competition before being allowed to claim the prize.
- b. It will be our sole decision as to whether any eligibility requirement has or has not been met and we may require evidence or confirmation from entrants before awarding the prize. In the event of a requirement not being met, we may withdraw the prize and select another prize winner.
- c. Employees of The London Irish Centre and their immediate families may not enter any Competition: neither may the employees of any third party prize providers or their immediate families.

5. ENTRY AND ENTRY METHODS

- a. Mode of Entry: Only entries submitted via the webform accessible via <https://niallhoran.londonirishcentre.org> will be valid, entries must be received after the opening time which is 09:00 on the 8th February and before the closing time which is 11:59 on the 18th February. Entries that are received before the opening time and after the closing time will not be entered in the Competition.
- b. Deficient entries: We reserve the right to reject any entries that are, incomplete, incomprehensible, or otherwise deficient. We also reserve the right to reject entries that are unlawful or which we consider to be otherwise harmful to the goodwill and reputation of The London Irish Centre. We accept no responsibility for any late, lost or misdirected entries including but not limited to entries not received due to technical disruptions, network congestion or any other reason.
- c. Automated Entry: The use of any automated entry software or any other mechanical or electronic means that permits any person to enter any Competition repeatedly is

prohibited and any such entries shall be automatically disqualified from the competition at the point of submission.

- d. Names: Entrants must enter Competitions using their legal names. We reserve the right to disqualify any entrant who uses multiple names and to require them to return any prize they may have won.
- e. Retrospective Effect. Where an entrant or prize winner has been found to be in breach of any of the terms and conditions of a Competition and in particular where a person is in breach of the entry restrictions set out in rules 4.6 to 4.7 above, we may enforce our right to disqualify that person and require the return or reimbursement to us of any sums expended by us as part of the prize even where the prize has been awarded and/or actually provided to the entrant or prize winner in question.
- f. No Payment. No fees shall be payable to any entrant in relation to their entry in any Competition.

6. PRIZES

- a. We reserve in all cases, the right to replace the stated prize with a prize that we consider to be of broadly equivalent value and character. We offer no cash alternative for the prize and prize winners must accept the prize in the form offered.
- b. Where a prize is won by a person younger than 18, acceptance of these Terms, must be signed by the prize winner's parent or legal guardian before the prize is awarded, and we reserve the right to award the prize to the prize winner's parent or guardian on behalf of the prize winner.
- c. In the event of this transpiring, the parent will be considered the prize winner and the minor will be considered their travelling companion and no further travelling companions shall be permitted to accompany them or entitled to the prize or any portion thereof.
- d. The prize winners will be notified that they have won the prize the day after the closing date of the Competition via the email address completed on the webform. Award of the prize is conditional upon the prize being claimed by return of email and the prize winner complying with all relevant conditions as set out in clauses 4a, 7a & 7e.
- e. The name and country of residence of the winner will be made available for a period of two months after the closing date, by sending a request with a stamped addressed envelope, marked with the name of the Competition, to The London Irish Centre, 50-52 Camden Square, London, NW1 9XB.
- f. We reserve the right to request proof of a prize winner's identity, age and address. In the event that a prize winner cannot provide us with proof of identity and age reasonably acceptable to us, we may withdraw the prize and select another prize winner.
- g. We reserve the right to disqualify entrants from entering our Competitions or prize winners from receiving their prize where any such person shall be shown to have engaged in unsafe, illegal, unsociable or inappropriate behaviour so as to adversely impact the reputation of either The London Irish Centre or Niall Horan.
- h. The prize is non-transferable and non-exchangeable. The prize must be taken on the 25th February 2024.
- i. We make no representation or warranty in relation to prize provided and to the fullest extent permitted by law we shall have no liability to you in relation to the prize, its fitness for purpose, merchantability or otherwise.
- j. No additional, further, or other costs or expenses are included in any prize unless stated. For example, the accommodation includes the basic room charge only.

- k. Elements of the Prize supplied by third parties are always subject to availability. Third party suppliers may also often stipulate their own terms, conditions or restrictions and all prize winners agree to be bound by these. Subject to paragraph 17.2, we shall have no liability in relation to any element of the prize provided by a third party provider.

7. TRAVEL

- a. The prize is not available to persons under the age of 18 without written consent from a parent or legal guardian and unless accompanied by a parent or legal guardian. Should this be the case, all references hereafter to the prize winner shall be taken to be to their parent/guardian as required to give efficacy to this agreement and in accordance with clause 6d. In the event of no consent being provided, we may withdraw the prize and select another prize winner.
- b. The prize winner and their travelling companion, agree and warrant that they are able to travel to and arrive in Dublin by the 12pm on 25th February 2024 using conventional means of standard class, commercially available travel. For the avoidance of doubt this shall be taken to exclude (but not be limited to) any level of travel beyond economy/coach (First, club, business, premium economy or similar), cruise ships or any privately chartered vehicle(s).
- c. The prize winner agrees to make all necessary arrangements for their travel to Dublin including, but not limited to, payment. We undertake to indemnify them in relation to airfares and airport transfers. The London Irish Centre's liability in relation to such expenses be limited to those which are reasonably incurred.
- d. At its absolute discretion we may pay for any and all such travel expenses in advance of the prize winner travelling. In that event, the prize winner agrees to take all reasonable steps to co-operate with the provision and collection of tickets and associated travel documentation.
- e. Documented proof of travel plans must be provided by 5pm on the 21st February 2024. If a prize winner does not provide proof of travel or the prize winner is unable to travel to and arrive in Dublin by the 12pm on the 25th February 2024 then we may withdraw the prize and select another prize winner.
- f. It will be the prize winner's or (if applicable) their travelling companion's responsibility to take out at their own cost all relevant insurance (including but not limited to health and travel insurance) which may be required or prudent to be taken. All insurance, spending money and other expenses, unless otherwise stated, are costs for the prize winner and are not provided as part of the prize.
- g. The prize winner and any travelling companion must have and maintain valid passports endorsed with all relevant visas and with expiry dates no less than six (6) months following the proposed dates of travel. These passports, and their holders, must not be subject to any restrictions on their rights to travel to and from the Republic of Ireland. Passport control and in-country authorities may reserve the right to refuse entry to prize winners and/or their travelling companion. We shall not be responsible for ensuring your ability to travel to your holiday destination nor for any additional costs incurred should you be refused entry.
- h. It is the responsibility of the prize winner or any travelling companion (if applicable) to check any travel advisories issued by their government and determine whether they wish to accept the risk of travelling to the holiday destination. We will not be responsible for any loss or damage suffered by any prize winner and their travelling companion (if applicable) arising out of their failure to follow any travel advisories issued by their government.
- i. The prize winner and their travelling companion must comply with and are responsible for obtaining any inoculation and complying with any health regulations required by any relevant country.

- j. We will not be liable or responsible for any loss or damage suffered by any prize winner or their travelling companion if any prize winner or their travelling companion does not redeem the prize as a result of any Government travel warning or advisory applicable to the destination country and/or countries. In particular, we shall have no obligation to substitute any alternative prize, cash equivalent or other compensation where a prize winner and/or their travelling companion fails to redeem the prize for any reason.
- k. Prize winners and their travelling companions must comply with the terms and limitations of airlines, other transport providers, and the venues involved in the provision of the prize, including any insurance policy relating to travelling in connection with the prize. In particular, entrants must comply with all health and safety guidelines and instructions and all applicable legal and regulatory requirements.

8. FORCE MAJEURE

- a. The prize winner acknowledges that we are not liable or responsible shall not be liable for any failure to comply with its obligations where the failure is caused by something outside its reasonable control. Such circumstances shall include, but not be limited to, weather conditions, fire, flood, hurricane, strike, industrial dispute, war, hostilities, political unrest, riots, civil commotion, inevitable accidents, epidemic, pandemic, government restriction, supervening legislation or any other circumstances amounting to force majeure.
- b. If this means that the prize winner (and/or any accompanying guests) cannot attend the relevant event, we shall be under no obligation to provide any cash or alternative tickets but may, in our absolute discretion, offer an alternative prize.
- c. The “meet and greet” element of the Prize may be subject to the availability of Niall Horan or to rules imposed by him or his representatives and we will have no liability for any inability or failure of any prize winner to attend any “meet and greet” session that has been arranged and offered on any date nor will we offer any alternative prize beyond that referred to above.

9. UNCLAIMED PRIZES

- a. All prizes must be claimed by 5pm on the fourth day after of our notification of winning is sent, such a period to include the day the notification was sent. Such a claim shall not be validated until confirmation is received. We reserve the right to award prizes unclaimed after this period to alternative prize winners or not to award them at all.
- b. If you do not provide us with correct and accurate up-to-date contact details, we will be unable to contact you and we may withdraw the prize and select another prize winner.

10. PUBLICITY AND PERSONAL INFORMATION

- a. The personal information supplied by entrants when entering the Competition will be used by us in accordance with our privacy notice (<https://londonirishcentre.org/privacy-policy>). You should always read our privacy notice as your entry in the Competition is an agreement to be bound by the privacy notice. All entrants may have their details removed from our database by contacting us. If details are removed prior to the conclusion of the Competition and/or award of prize(s), entrants will however forfeit their right to claim any prizes.
- b. If an entrant is required to submit a third party’s personal information as a part of entry into or participation in the Competition, each entrant must ensure that any other person whose details have been provided by the entrant to us has given or will give their consent for their details to be provided to us and to be contacted by us in relation to the relevant Competition.

- c. It is a condition of entry to the Competition that we have the right to communicate to the public the names and countries of prize winners.
- d. We reserve the right to contact competition entrants via email, on a one-off basis, to announce the competition winners or let those who haven't won, know that they haven't won.
- e. Prize winners and their travelling companion also acknowledge that publicity materials featuring them may be provided to our third party prize providers for the purposes of promoting their association with the Competition and for awarding the relevant prizes.

11. THE RULES

- a. The Competition involves two stages:
 - i. The first part is the provision of a correct answer to a multiple choice question to be set by us. The correct answer will be predetermined by us and we reserve the absolute right to determine whether the answer selected by the entrant corresponds with the correct answer. Only entries submitted containing the correct answer will be considered qualifying entries in relation to the second part of the competition.
 - ii. The second part is a prize draw. Prize winners will be chosen at random via a method to be determined at our absolute discretion, from all qualifying entries the day after the Competition closing date.

12. COPYRIGHT

- a. By entering our Competitions all entrants:
 - i. assign to us all rights (including present and future copyright) in their entry in all media (including, without limitation, the internet) and whether in existence now or created in the future;
 - ii. agree not to assert any moral rights in respect of their entry (wherever and whenever such rights are recognised) against us, our assigns, licensees and successors in title;
 - iii. undertake to us that their entry is not in breach of any third party intellectual property rights and will not contain anything, which is defamatory, indecent, harassing or threatening and that they will indemnify us for any loss, damage or liability arising should this turn out not to be true. If relevant, we reserve the right, but not the obligation (and without limiting entrants' warranty and indemnity as set out above), to screen, filter and/or monitor information provided by the entrant and to edit, refuse to distribute or remove the same; and
 - iv. confirm that they have the right, power and authority to grant the rights set out above and that they have obtained all consents and permissions necessary to grant us the same.
 - v. For the avoidance of doubt, all rights in the name and title of the Competition and the format of the Competition are our sole property and we may exploit the same at our absolute discretion.

13. TAMPERING AND OTHER MATTERS

If for any reason any Competition is not capable of running as planned as a result of any (including but not limited to) technical failures, unauthorised intervention, computer virus, mobile network failure, tampering, fraud or any other causes beyond our control which corrupt or affect the administration, security, fairness, integrity or proper conduct of a Competition, we reserve the right to cancel, terminate, modify or suspend the

Competition and/or any draw/s or judging related to the Competition and/or to disqualify any individual who (whether directly or indirectly) causes the problem.

14. TERMINATION OF COMPETITION

We may vary the terms of, or terminate, a Competition at any time at its absolute discretion without liability to any contestant or other person. We will not award any prize if the Competition is terminated.

15. DECISIONS FINAL

- a. All our decisions relating to any Competition and/or redemption of the prizes are final. No discussions or correspondence with entrants or any other person will be entered into.
- b. Tiebreakers, disputes, conflicts, questions, or concerns will be managed by us and, if required by law, by an independent adjudicator.
- c. Where a Competition involves voting, the accuracy of the pooled results received and published by us will be deemed to be final and binding and no correspondence will be entered into.
- d. In the event of the prize being withdrawn and awarded to an alternative prize winner in accordance with this agreement, no cash will be awarded in lieu of that prize or part of it.

16. FAILURE TO ENFORCE TERMS AND CONDITIONS

A failure by us to enforce any one of these terms and conditions in any instance(s) will not give rise to any claim or right of action by any entrant or prize winner, nor shall it be deemed to be a waiver of any of our rights in relation to the same.

17. EXCLUSION OF LIABILITY

- a. Except as specifically set out herein and to the maximum extent permitted by law, all conditions, warranties and representations expressed or implied by law are hereby excluded.
- b. To the fullest extent permitted by law, we hereby exclude and shall not have any liability to any entrant or prize winner in connection with or arising out of any Competition howsoever caused, including for any costs, expenses, forfeited prizes, damages and other liabilities, provided that nothing herein shall operate so as to limit or exclude our liability for personal injury or death caused by our negligence.
- c. In the event that any provision of these General (or any Specific) Terms are held to be illegal, invalid, void or otherwise unenforceable, it shall be severed from the remaining provisions which shall continue in full force and effect.

18. TIME

All references to time shall be taken to be references to Greenwich Mean Time/Western European Time (GMT/WET)

19. LAWS

These Competition Terms shall be construed in accordance with and governed by the laws of England and Wales.