

'Chris Packham' Promotion - Terms & Conditions

Promoter: The Royal Society for the Protection of Birds (the 'RSPB') is a registered charity in England & Wales no. 207076 and in Scotland no. SC037654 whose registered address is at The Lodge, Sandy, Bedfordshire SG19 2DL.

The Terms & Conditions below govern the 'Chris Packham RSPB fundraising' promotion under which supporters who make a financial donation to the Horse Common fundraising campaign with The Daily Express will have an opportunity to spend an afternoon with Chris Packham on 20th November 2021.

1. Eligibility

1.1 The Promotion is only open to residents of Great Britain aged 18 or over. The following are not eligible to participate in the Promotion:

- a) residents of Northern Ireland; and
- b) employees or agents of the Promoter or any of its subsidiaries and their family members.

1.2 By participating in the Promotion, you confirm that you are eligible to do so and able to claim the Prize in accordance with these terms and conditions. We may require you to provide proof that you are eligible to participate in the Promotion.

1.3 Participation in this Promotion will require access to the internet and an email address.

1.4 We may disqualify you at any stage of the Promotion if we reasonably determine that you have sought to gain an unfair advantage, have or are intending to damage the Promoter's reputation or that you are engaged in fraud or theft.

1.5 The Promoter's decision on all matters relating to the Promotion is final.

2. How to participate in the Promotion

2.1 To participate in the promotion, you must have donated to the Daily Express x Horse Common fundraiser to enter.

The Chris Packham Draw: donate to the Horse Common fundraising campaign with a min donation of £2 via the RSPB website or through the post with the Daily Express coupon by 5th November 2021 to be entered into a prize draw to win one of 5 spots with Chris (the Prize Draw)

2.2 By submitting a Prize Draw entry, you are agreeing to be bound by these terms and conditions.

2.3 The Prize Draw will run from 5am (GMT) on 2nd October 2021 (the Opening Date) to 12:00 (GMT) on 5th November 2021 (the Closing Date) inclusive.

2.4 All Prize Draw entries must be made before the Closing Date. Any entries received after the Closing Date are automatically disqualified.

- 2.5 Your entry must include, as a minimum:
- a) clear proof of your donation;
 - b) your full name and town, city or county; and
 - c) your email address and contact phone number.

We will not accept:

- a) incomplete entries which do not include the information required under clause 2.5;
- b) responsibility for entries that are lost or not delivered properly, regardless of cause, including, for example, as a result of technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind; or
- c) proof of transmission as proof of receipt of entry to the Prize Draw.

2.6 Prize Draw winners will be drawn at random.

2.7 Winners will be announced in the Daily Express around the 11th November 2021.

2.8 The Winner selection will be carried out in the presence of an independent person appointed by us. The result of the draw is final and no discussions will be entered into regarding the results of the Prize Draw.

2.9 Once selected, the Winner will be notified by email and invited to claim their Prize by responding to the email.

2.10 If the Winner has been notified in accordance with clause 2.8 and does not claim their prize within 30 days of notification despite all of our reasonable efforts to contact them, the Winner will forfeit their Prize and the Prize will instead be allocated to a Substitute Winner, selected at the same time as the Winners. Substitute Winners will not be notified that they are on standby.

2.11 The Environmental Editor of the Daily Express and the Ecotalk videographer will join the outing on the 20th November, with a view (subject to relevant consents) to obtaining some content of the winners.

3 The Prize

3.1 The prize is one afternoon with Chris Packham on the 20th November, which shall entitle the Winner to:

- a) an invitation to spend 3 hours on the 20th November with Chris Packham and some other winners to visit a birdwatching location TBC

3.2 5 (five) Prizes will be awarded in total. Each winner can bring one family member or friend.

3.3 The Prize is non-transferable and no alternative prize will be given. If, for reasons outside of our control, we are unable to provide the Prize (or any part of it), we will, at our discretion, alter or substitute it for a different prize of equal or greater value than the original Prize.

3.4 Further details of the Prize, including the specific date and timings, will be communicated to the Winners at least two weeks before the scheduled date of the Tour. This will include a designated location. We will not reimburse any travel expenses (rail, coach or car) for travel to and from the

Winners' residence in mainland Great Britain. We will not reimburse any out-of-pocket expenses or overnight accommodation and meals.

3.5 We reserve the right to change the date of the Prize at any time if we are unable to offer the Prize on the specified date. In such circumstances we will endeavour to select an alternative date as soon as reasonably possible after the original date on which all Winners are able to receive the Prize.

3.6 The Prize is in a forest and so may not be suitable for those with restricted mobility or other disabilities. If a Winner (or their guest) has any disabilities that may affect their ability to safely participate, they should notify us as soon as possible so that we can make any reasonable adjustments necessary to enable the Winner and/or their guest to attend. If we are unable to provide safe or suitable access for a Winner we will be under no obligation to provide a replacement prize.

3.7 If we reasonably determine that a Winner's attendance would give rise to a health and safety risk to themselves, or other Winners, we may refuse the Winner access to the prize. In such cases we will be under no obligation to provide a replacement prize.

4 Announcement of Winners

4.1 At the end of the Promotion Period, we will contact each Winner.

5 Liability

5.1 The RSPB (including its subsidiaries, agents or distributors) shall not be liable for any direct, indirect or consequential loss or damage or for any costs, claims or demands of any nature whatsoever arising directly or indirectly out of the use of your entry or any part thereof.

5.2 Insofar as is permitted by law, the RSPB (including its subsidiaries, agents or distributors) will not in any circumstances be responsible or liable to compensate the winner or accept any liability for any loss, damage, personal injury or death occurring as a result of taking up the prize, except where it is caused by the negligence of the RSPB, its subsidiaries, agents or distributors or that of their employees. Your statutory rights are not affected.

5.3 You agree to indemnify the RSPB (and its subsidiaries) against any claim from any third party for any breach of the Rules or these Terms and Conditions. 5.4 Nothing in these terms and conditions affect your statutory rights.

6 Other rules

6.1 The Promoter's decision as to whether an entry to the Prize Draw is valid is final.

6.2 The Promoter reserves the right to modify these terms and conditions in response to events that are outside of its reasonable control

6.3 By participating in the Promotion you agree to the use of your personal data by the Promoter for the purposes of administration of the Promotion and any other purposes to which you have consented. Please see our [\[link to RSPB's privacy policy here\]](#) for more details.

6.4 The Promotion and the Terms and Conditions are governed by English Law and are subject to the exclusive jurisdiction of the English Courts.