

## First Brands – (Airtex) spin the wheel Campaign

### Terms & Conditions

#### User Terms – Updated October 2021

These terms and conditions tell you information about us and the legal terms and conditions (**Terms**) on which we and Prizeshark Limited (**Prizeshark**) make available 'Airtex – Spin The Wheel Campaign' (**Campaign**) to you. The Campaign has been established exclusively to purchasers of Airtex products. These Terms are made available to you on our website: [www.winwithairtex.com](http://www.winwithairtex.com).

These Terms apply to the contract between you, us and Prizeshark for provision of the Campaign (**Contract**). Please read these Terms carefully and make sure that you understand them, before participating in our Campaign. Please note that by participating in the Campaign you are agreeing to these Terms. If you do not agree with these Terms, please do not participate in the Campaign. You should print a copy of these Terms or save them to your computer for future reference.

We/Prizeshark reserves the right to amend these Terms and Conditions, the Website Terms of Use, the Privacy Policy, and/or the Cookie Policy at any time. Participants who continue to participate in the Campaign following any such amendments will be considered to have accepted such updated documents.

#### 1. INFORMATION ABOUT US

1.1 The Campaign is made available by First Brands Group ("First Brands Group") (we, us, our) (Company Number DUNS 470491598), **Registered Address:** Airtex Products, S.A.U., Osca 2, Nave 5. Plaza 50197, Zaragoza (Spain). The Campaign is operated through the website [www.winwithairtex.co.uk](http://www.winwithairtex.co.uk) (Website).

1.2 We have appointed a third party to manage the Campaign on our behalf. The Campaign is managed by Prizeshark Limited (**Prizeshark**) (Company Number 05340815); Registered Address: 4 Downlands Harrietsham, Maidstone, ME17 1LE Prizeshark can be contacted by email to [james@prizeshark.com](mailto:james@prizeshark.com) If you have any queries regarding the Campaign you should direct those queries to Prizeshark.

1.3 Prizeshark may appoint third parties to help manage the Campaign and website platform on their behalf, including, but not limited to, Loyalty Works Limited (Loyalty Works) (Company Number 09971883); Registered Address: Ghyll Beck House, Gill lane, Yeadon, Leeds, LS19 7SE). For more information about the third parties who are used to manage the Campaign (including who they are and what information they will receive), please contact Prizeshark.

#### 2. THE CAMPAIGN

2.1 The Campaign is a free Campaign which is made available to you on the basis that you have purchased an Airtex product and therefore are invited to participate. The Campaign is made available entirely at our discretion and may be withdrawn at any time.

2.2 By participating in the Campaign, you confirm you have read, understood and accept the Terms.

2.3 All participants of the Campaign must be aged 18 or over.

2.4 By participating in the Campaign, you confirm you will accept receipt of informative communication and materials from us and from Prizeshark, which includes marketing material directly regarding the Campaign, and relevant marketing material following completion of the Campaign. For these purposes, reference to you also includes any individuals who you nominate within your business to receive such communications from us and Prizeshark. You expressly agree to the receipt of such material via SMS messages and/or email. You may opt out of receiving these materials by SMS messages and/or email any time by clicking the 'unsubscribe' button on any of the SMS messages and/or emails you receive or by contacting us or Prizeshark.

2.5 When participating in the Campaign, you will be required to provide personal details that we and Prizeshark shall correspond with in relation to your participation.

2.6 To participate in the Campaign, you must complete the requirements as detailed within marketing materials and the website. This will include, but not be limited to, completing of online games. Each game or activity will explain whether any additional action is required to finalise your participation, such as the confirmation and submission of an email address, or the requirement to register and log in to an account. Participations/entries will only be acknowledged where all instructions have been completed.

2.8 The Campaign operates between 1<sup>st</sup> December 2021 – 28<sup>th</sup> February 2022.

2.9 The Campaign is only available to those who are based in the United Kingdom. If you are based outside the United Kingdom, you cannot participate in the Campaign.

### **3. MANAGEMENT OF THE CAMPAIGN**

3.1 The Campaign is operated and managed on our behalf by Prizeshark.

3.2 Any queries relating to the Campaign should be directed to Prizeshark who can be contacted by email to [Callum@prizeshark.com](mailto:Callum@prizeshark.com).

### **4. YOUR PARTICIPATION IN THE CAMPAIGN**

4.1 The Contract, which comprises these Terms constitutes the entire agreement between you, Prizeshark and First Brands Group in relation to the Campaign and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.

4.2 You acknowledge that in entering into this Contract you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms.

4.3 You, we and Prizeshark agree that none of us shall have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract.

4.4 Participating in the Competition takes place by:

- a. Purchasing an Airtex Product which includes an insert for 'Win with Airtex';
- b. Scanning the QR code and entering the unique code on the insert;
- c. Spin the wheel;
- d. entering the requested personal data, including all the mandatory fields for the purposes of the Competition and delivery of your prize;
- e. Accepting and adhering to these Terms and conditions unconditionally.

4.5 Incomplete entries are not valid and will not be accepted. Only one entry per person. If more than one entry is received, only the first entry will be accepted.

### **5. HOW THE CONTRACT IS FORMED BETWEEN US**

5.1 The Website will guide you through the steps you need to take in order to participate in the Campaign. Please take the time to read and check your personal information submitted and used during participation of the Campaign. It is your responsibility to check you have submitted the correct details. If you wish to make any amends please contact, Prizeshark on the contact details above.

5.2 When participating, you must provide a valid email address where prompted by which you can be contacted throughout the duration of the Campaign. You must also provide an address and telephone number on which you can be contacted in connection with the Campaign if requested.

5.3 Any correspondence in relation to the Campaign will be sent to the email address you have supplied. We and Prizeshark accept no responsibility for emails we/Prizeshark do not receive due to spam filters or subscriptions.

5.4 You are required to keep your personal account details safe and secure and you should not disclose these to anyone.

5.5 It is a condition of entry to the Campaign that all information given by you at the point of participation is true, current, accurate and complete. It is your obligation to notify Prizeshark of any changes in the information submitted by you at participation and to ensure that your details remain accurate, correct and up to date. Unless Prizeshark or we expressly agree otherwise in writing, all communications that are sent to you will be sent to the email address or postal address that was provided by you at point of participation. We and Prizeshark accept no liability for any failure to comply with our obligations under the Terms where such breach is caused, directly or indirectly, in connection with your failure to supply correct information or update your information, or for any lost, delayed or undeliverable communications.

5.6 If you fail to provide all of the requested and required information, you may be disqualified from, and not permitted to participate in, the Campaign.

5.7 We and/or Prizeshark may terminate your participation in the Campaign immediately at any time and cancel or suspend any prizes you have received if we and/or Prizeshark have reasonable grounds to suspect or believe you have:

i. acted in a way that harms Prizeshark's or our goodwill or reputation or that of the third parties we/Prizeshark engage directly or indirectly to manage the Campaign on our behalf (including, without limitation (**Third Parties**));

ii. engaged in any illegal or fraudulent conduct or activities;

iii. won(or attempted to win) dishonestly or fraudulently;

iv. acted in a hostile, abusive or aggressive manner towards any of our staff or the staff of our Third Parties;

v. knowingly provided false or misleading information at any time during your participation in the Campaign;

vi. breached or attempted to breach any of these Terms.

5.8 The Campaign is only available to participants who have purchased an Airtex product and are the holder and owner of a participating Campaign promotional ticket containing a unique participating code

5.9 The Campaign is not available to current or previous employees of us or the immediate family of such employees.

5.10 If a non-eligible participant wins a prize, we will rescind the allocated prize and pick an eligible participant as a winner.

## **6. CANCELLING YOUR PARTICIPATION IN THE CAMPAIGN**

6.1 You can choose to withdraw your participation in the Campaign at any time by contacting Prizeshark by email at [Callum@Prizeshark.com](mailto:Callum@Prizeshark.com). Any prizes not yet received by the date of withdrawal shall be forfeited and you will not be entitled to any financial or other compensation for any unfulfilled prizes.

6.2 We, or Prizeshark, may cancel, suspend or withdraw your right to participate in the Campaign at any time by notice in writing. For the avoidance of doubt, this includes sending an email to the email address we have on record for you. Your right to any unfulfilled prizes will be forfeited and you will not be entitled to any compensation or damages from us or our Third Parties.

## **7. TAXES**

7.1 We, Prizeshark and our Third Parties accept no responsibility for any tax liability arising from your participation in the Campaign.

7.2 Those persons who receive the benefit of prizes from the Campaign may incur a tax liability dependent on their employment status. The reporting of the prize to HMRC and any tax liability and/or National Insurance contributions arising from it is your responsibility or that of the person receiving the benefit of the prize. We, Prizeshark and our Third Parties accept no responsibility for any such tax liability or any failure by you or the individual to notify the relevant authorities.

## **8. OUR RIGHT TO VARY THE TERMS AND THE CAMPAIGN**

8.1 We and Prizeshark reserve the right to alter or amend the Campaign and/or the Terms at any time during or at the end of the Campaign. If we and/or Prizeshark amend the details of the Campaign and/or the Terms we and/or Prizeshark will contact you to notify you of these changes. You may withdraw from the Campaign at this point if you do not wish to continue to participate in the Campaign as a result of the changes.

## 9. PRIZES

9.1. The Campaign provides the chance to win one of the following prizes.

**X 1 = Gold Tech Bundle: 1 x LG 55" OLED 4K TV, 1 x Sonos Beam Soundbar, 1 x Sony PS5 Disc Console + FIFA 22 + Additional Controller, 1 x Apple iPad 10.2", 32Gb WiFi Only, 1 x Apple AirPods with Wireless Charging Case, 1 x Amazon Echo Smart Speaker, 1 x Amazon Echo Dot Smart Speaker, 1 x Ring Pro Video Doorbell.**

**X 20 = Silver prizes, five options to choose from: Silver Prizes: Airpod Pro Earphones, Bose Portable Bluetooth Speaker, Ooni Koda Pizza Oven, Zinc Eco Plus Electric Scooter, LG 32" HD LED Smart TV.**

**X 20 Bronze prizes, three options to choose from: Apple AirTag (4 Pack), Luxury 12 Bottle White Wine Selection, Fitbit Charge 4 Health Tracker.**

X 117 = £15 Amazon e-vouchers

X 117 = £15 Lifestyle e-vouchers

X 117 = £15 Just Eat e-vouchers

X 117 = Hotel Chocolat Everything H-Box Chocolates

X 116 = DeWalt Performance Fingerless Gloves

X 116 = Italian Wine Duo pack

9.2. All prizes are non-transferable and non-exchangeable once allocated or chosen. No other expenses will be covered other than those that are expressly set out in these terms. No cash will be awarded in lieu of that prize or part of it. In the event of unforeseen circumstances, we reserve the right to substitute a prize with a prize of equal or greater value.

9.4. The winner(s) of the Silver and Bronze prize will be contacted by phone or email within three calendar days, or sooner so a prize can be chosen. Winners must claim their prize by confirming over the phone or replying to the email sent to them. We will use reasonable endeavours to contact the winner. However if you do not confirm via phone or email your prize will not be issued.

9.5 We will endeavour to deliver goods within 14 calendar days but goods are subject to availability and delay in delivery of goods is sometimes outside of our control. Any dates specified for the delivery of the goods are approximate only and we shall not be liable for any losses, costs, damages, charges, or expenses caused by any delay for delivery of the goods. If our suppliers or we are temporarily out of stock, we will notify you of this position and decide on a suitable next step.

9.6 Prizes can only be sent to the country of residence stated in the 'Eligibility' section. Mainland UK delivery charges are for the majority of UK Mainland addresses and are inclusive within the prize. An additional delivery fee may occur for the Channel Islands, Northern Ireland, Southern Ireland, Isle of Man, Scottish Highlands, Orkney Isles, Outer Hebrides and Shetland Isles.

9.8 Signature, on receipt of goods by courier, recipients are required to sign for the goods. Please note that when they sign, they are signing for the parcel - received in good condition. If they are unable to check the contents of the package at that moment in time, it should be signed for as "UNCHECKED". Failure to do so may affect any claims that they make thereafter. It is their responsibility to sign for the correct number of packages as shown on the carrier's delivery consignment note. Failure to do so may affect any claims that they make thereafter.

9.9 After any goods have been delivered, all responsibility passes to the recipient. From the time of receipted delivery of the goods, any loss or damage to the goods shall be at the recipients own risk. Any transit damage to the goods, shortages or incorrect goods supplied must be noted on the delivery consignment note at the time of delivery.

9.10 All Products are supplied with the manufacturers guarantee unless otherwise stated. We guarantee that the Products will be free from defects in materials and/or workmanship for a period of 12 months (or longer if so required by law) from the date of delivery unless otherwise stated.

9.11 The guarantee in this clause above is given by us, subject to the following conditions:

We shall be under no liability in respect of any faults or defects caused by wilful damage, abnormal working conditions, failure to follow our instructions, misuse, alteration or repair of Products without our approval, improper maintenance or negligence on your part or a third party. In addition routine maintenance (cleaning of dirty audio/video heads etc.), consumables (styli, plug fuses, cables, batteries, etc.), cosmetic damage and tuning of channels are not covered.

9.12. Where any defect in the Products is apparent upon inspection, we must be informed within 7 days of delivery. The recipient can then, either, return the defective product to us directly or we will organise a collection from their office / home at our own cost. Upon receipt of the Products and confirmation of the defect by technical engineers, the participant will be offered the following options:

subject to availability, a replacement delivered free of charge; or

If the Product is not deemed to be defective by our technicians then the participant will be offered the following options:

the return of the Product to the recipient. We may charge for the return and resend delivery.

9.13 We shall have no liability for any matters which are outside our control. We shall have no liability to you for defective Products, Products not dispatched or Products damaged or lost in transit unless the event is notified to us within the appropriate time limit set out in this Contract. We shall have no liability for damage, loss, claims, costs or expenses caused or contributed to by your continued use of defective products after a defect has become apparent or suspected or should reasonably have become apparent to you.

We shall have no liability for any:

consequential losses;

loss of profits and/or damage to goodwill;

economic and/or similar losses;

special damages and indirect losses; and/or

business interruption, loss of business, contracts, opportunity and/or production.

9.13 The prize does not include insurance.

9.14 No responsibility can be accepted for incomplete, lost, corrupted, damaged or delayed entries. No correspondence will be entered into.

9.15 We will make available information that indicates that a valid award took place. To comply with this obligation Prizeshark will publish the surname and county of major prize winners and, if applicable, their winning entries at the end of these Terms & Conditions, on or around, the 1<sup>st</sup> day of the following month

(Announcement Date). This may also be announced via email or any other form of communication deemed necessary.

9.16 If you object to any or all of your surname, county and winning entry being published or made available, please contact Prizeshark by email to [callum@prizeshark.com](mailto:callum@prizeshark.com). In such circumstances, we will and must still provide the information and winning entry to the Advertising Standards Authority on request.

## **10. PROTECTING YOUR DATA AND HOW YOUR DATA IS USED.**

10.1 This section 12 provides the information of which we are obliged to make you aware, under the Data Protection Act 2018 (as updated from time to time) which implements the General Data Protection Regulation ((EU) 2016/679) (“**DPA**”). We and Prizeshark confirm that at all times, we will process any personal data (being data relating to a living individual) provided by you to us/Prizeshark, in accordance with the DPA.

10.2 As explained above, we are the data controller of all personal data we hold about you, which we supply to Prizeshark in relation to the Campaign. We have appointed Prizeshark to operate the Campaign on our behalf, and they will need to process your data (including any personal data you supply) in order to operate the Campaign. Accordingly, they are our data processor. Prizeshark will also carry out work to ensure the information they hold about you is complete, accurate and up to date. Prizeshark or their representatives may contact you for these purposes. The terms “data controller” and “data processor” are both defined terms, and have specific meanings under the DPA. In order to participate in the Campaign, you need to consent to us and Prizeshark processing your data (including personal data) in order to operate the Campaign. By agreeing to these Terms, you will be deemed to have consented to such processing. You can object to such processing at any time by contacting us/Prizeshark. However, you must understand that if you do not allow Prizeshark to process your data, you will not be able to participate in the Campaign. If you need us to clarify in any more detail how your data is processed, you can contact us at any time.

10.3 In order to provide the Campaign to you, we and Prizeshark will collect and process the following data from you:

10.3.1 information about you that you give us by participating in the Campaign on the Website or by corresponding with us and/or Prizeshark by phone, e-mail or otherwise. This will include the personal details of any individual you nominate to administer your account, receive marketing communications, information and promotions, and any individual you nominate to receive information about the incentives made available to you as part of the Campaign. Such individual’s data shall be referred to as “**Nominee Data**” in these Terms. In these Terms reference to “your data” includes any Nominee Data.

10.3.2 It is important that any individual, whose Nominee Data is supplied to us for the purpose of operating the Campaign, consents to us and Prizeshark processing their Nominee Data for the purposes described in section 12.3.1 above. Accordingly, you must bring these Terms to the attention of any such nominee. By agreeing to these Terms you are confirming that you have brought to the attention of, and the nominee has agreed to, the processing of their Nominee Data for the purposes of operating the Campaign.

10.3.3 We and Prizeshark may receive information about you from other sources. For example, we may ask Prizeshark or their authorised agents to contact you to ensure the data we hold about you is correct and to determine any information which we need to operate the Campaign, which is currently missing from our records. Prizeshark will provide that information to us, and they will also keep a copy of such data for the purposes of operating the Campaign. If you would like information about the authorised agents Prizeshark use for these purposes, please contact Prizeshark.

10.4 **How will we and Prizeshark use your data:** We and Prizeshark will use your data for the following purposes only:

10.4.1 To enable you to participate in the Campaign;

10.4.2 To manage your participation in the Campaign. This will include:

contacting you to send you updates about the Campaign. Such updates may be sent by us or Prizeshark.

us and/or Prizeshark contacting you to tell you about incentives which could be available to you. You must agree to receiving such updates in order to participate in the Campaign. If you do not wish to receive updates, you will not be able to participate in the Campaign.

***We and/or Prizeshark and/or its agents may use your data to send marketing messages, information and promotions to you and any individuals you nominate to administer and/or receive information about prizes and incentives. These messages may be issued in various formats, including (but not be limited to) letters, emails and/or text messages. You may contact us/ Prizeshark at any time to opt out of receiving such marketing messages and information.***

10.5 You can obtain further information about how we and Prizeshark process personal data by reading our privacy policy <https://airtexproducts.es/politica-de-privacidad/?lang=en> and Prizeshark's privacy policy <https://prizeshark.com/privacy-policy/>.

10.6 In relation to any personal data that we and/or Prizeshark, on our behalf, process we and Prizeshark will:

10.6.1 not retain any personal information you provide to us for longer than is necessary to provide the Campaign;

10.6.2 ensure we and Prizeshark, taking into account the costs of implementation and the nature, and purpose of the data processing, implement appropriate technical and organizational measures to protect your personal data.

## **11. LIABILITY**

11.1 Nothing in these Terms limits or excludes Prizeshark's and our liability for death or personal injury caused by Prizeshark's or our negligence or for our fraud or fraudulent misrepresentation.

11.2 Subject to clause 12.1, we, Prizeshark and our Third Parties will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for (1) any loss of profits, sales, business, or revenue (2) loss or corruption of data, information or software; or (3) any indirect or consequential loss.

11.3 Except as expressly stated in these Terms, we and Prizeshark do not give any representation, warranties or undertakings in relation to the Campaign. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we and Prizeshark will not be responsible for ensuring that the Campaign is suitable for your purposes.

## **12. ADDITIONAL TERMS**

12.1 If you are issued with a prize as part of the Campaign, We, Prizeshark accept no liability for lost or stolen prizes. If you have lost or had your prize stolen, please contact Prizeshark using the contact details provided above.

12.2 We/Prizeshark reserve the right to substitute any prize with an incentive/prize equivalent value in the event of circumstances outside of our or Prizeshark's control.

12.3 We and Prizeshark are not responsible for any third party websites that are made available to you as part of the Campaign, nor for any product information or services (including prizes) supplied through or in connection with such third party websites.

12.4 We and Prizeshark will not be liable for any failure to perform, or delay in performance of our obligations under a contract that are caused by an event outside of our/Prizeshark's control. An event outside of our/Prizeshark's control means any act or event beyond our reasonable control including (without limitation) strikes, industrial action by third parties, civil commotion, terrorist attack, riot, invasion, fire, storm, flood,

earthquake, epidemic or other natural disaster. We/Prizeshark reserve the right to vary the Terms or cancel or suspend the Campaign at any time due to an event outside of our/Prizeshark's control.

12.5 We and Prizeshark may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms.

12.6 You may not transfer your rights or your obligations under these Terms to another business without our express prior written consent.

12.7 This Contract is between you, us and Prizeshark. Except for you, us, Prizeshark and (where applicable) other third parties which support management or supply prizes for the Campaign, no other person or entity shall have any rights to enforce any of its terms.

12.8 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

12.9 If we/Prizeshark fail to insist that you perform any of your obligations under these Terms, or if we/Prizeshark do not enforce our rights against you, or if we/Prizeshark delay in doing so, that will not mean that we/Prizeshark have waived our rights against you and will not mean that you do not have to comply with those obligations. If we/Prizeshark do waive a default by you, we/Prizeshark will only do so in writing, and that will not mean that we/Prizeshark will automatically waive any later default by you.

12.10 The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. All of us irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with a Contract or its subject matter or formation (including non-contractual disputes or claims).

*End of Terms and Conditions*