

12 days of Christmas Competition Terms & Conditions

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

1. Eligibility: This Competition is open only to those who sign up through our Facebook/Twitter and Instagram post and who are 18 years or older as of the date of entry. The Competition is only open to legal residents of the UK, and is void where prohibited by law. Employees of Apex 360 Ltd, its affiliates, subsidiaries, advertising and promotion agencies, and suppliers, (collectively the “Employees”), and immediate family members and/or those living in the same household of Employees are not eligible to participate in the Competition. The Competition is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.

2. Agreement to Rules: By participating, the Contestant (“You”) agree to be fully unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of Apex 360 Ltd as final and binding as it relates to the content of this Competition.

3. Competition Period: Entries will be accepted online starting 9am and finishing at 12:01am GMT on the specific date of the prize competition.

4. How to Enter: The Competition must be entered by either *liking* or *commenting* our Facebook/Twitter or Instagram Post on the relevant date. The entry must fulfill all Competition requirements, as specified, to be eligible to win a prize. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of Apex 360 Ltd. Optional verbiage to include: You may enter only once a day. You must provide the information requested. You may not enter more times than indicated by using multiple email addresses, identities, or devices in an attempt to circumvent the rules. If You use fraudulent methods or otherwise attempt to circumvent the rules, your submission may be removed from eligibility at the sole discretion of Apex 360 Ltd.

5. Prizes: The Winner(s) of the Competition (the “Winner”) will receive the following prizes related to the following competition dates:

Saturday	01 Dec	Free Sponsored Bounce for your school
Sunday	02 Dec	Free video short for your school/sports club
Monday	03 Dec	10 x Apex Goody Bags
Tuesday	04 Dec	3 free camp days to be won
Wednesday	05 Dec	Free Spring Term club space (or £40 voucher)
Thursday	06 Dec	Free Sponsored Bounce for your school
Friday	07 Dec	Free Jumps Education inset training course
Saturday	08 Dec	10 x Apex Goody Bags
Sunday	09 Dec	3 free camp days to be won
Monday	10 Dec	Free Spring Term club space (or £40 voucher)
Tuesday	11 Dec	£50 off an Apex Birthday Party
Wednesday	12 Dec	Free Sponsored Bounce for your school

Actual/appraised value may differ at time of prize award. The specifics of the prize shall be solely determined by Apex 360 Ltd. No cash or other prize substitution shall be permitted except at Apex 360 Ltd’s discretion. The prize is non-transferable. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of Winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by Winner is permitted. Acceptance of prize constitutes permission for Apex 360 Ltd to use Winner’s name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law. Only 1 prize per person/school will be permitted throughout the course of the 12 days of Christmas Competition. The prize MUST be redeemed in one of our existing franchise areas (within Herts, Beds, Bucks, Cambs, Middlesex)

6. Odds: The odds of winning depend on the number of eligible entries received.

7. Winner Selection and Notification: Winner will be selected by random using ‘Woobox’ under the supervision of Apex 360 Ltd. Winner will be notified via Social Media within five (5) days following selection of Winner. Apex 360 Ltd shall have no liability for Winner’s failure to receive notices due to spam, junk e-mail or other security settings or for Winner’s provision of incorrect or otherwise non-functioning contact information. If Winner cannot be contacted, is ineligible, fails to claim the prize within 7 days from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited or an alternate Winner selected. Receipt by Winner of the prize offered in

this Competition is conditioned upon compliance with any and all federal, state, and local laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (AT APEX 360 LTD'S SOLE DISCRETION) WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THE COMPETITION, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

8. Rights Granted by You: By entering this content (e.g., photo, video, text, etc.), You understand and agree that Apex 360 Ltd, anyone acting on behalf of Apex 360 Ltd, and Apex 360 Ltd's licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the Competition, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes. without any further compensation, notice, review, or consent. Optional verbiage for Contests: By entering this content, You represent and warrant that your entry is an original work of authorship, and does not violate any third party's proprietary or intellectual property rights. If your entry infringes upon the intellectual property right of another, You will be disqualified at the sole discretion of Apex 360 Ltd. If the content of your entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, You shall, at your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless Apex 360 Ltd from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which Apex 360 Ltd may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right.

9. Terms & Conditions: Apex 360 Ltd reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Competition should virus, bug, non-authorized human intervention, fraud, or other cause beyond Apex 360 Ltd's control corrupt or affect the administration, security, fairness, or proper conduct of the Competition. In such case, Apex 360 Ltd may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by Apex 360 Ltd. Apex 360 Ltd reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Competition or website or violates these Terms & Conditions. Apex 360 Ltd has the right, in its sole discretion, to maintain the integrity of the Competition, to void votes for any reason, including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Competition rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Competition may be a violation of criminal

and civil laws. Should such attempt be made, Apex 360 Ltd reserves the right to seek damages to the fullest extent permitted by law.

10. Limitation of Liability: By entering, You agree to release and hold harmless Apex 360 Ltd and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the Competition and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error in the administration of the Promotion or the processing of entries.

11. Disputes: THIS Competition IS GOVERNED BY THE LAWS OF the UK, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Competition, participant agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Competition, shall be resolved individually, without resort to any form of class action, exclusively before a court located in the UK having jurisdiction. Further, in any such dispute, under no circumstances shall participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Competition). Participant further waives all rights to have damages multiplied or increased.

12. Privacy Policy: Information submitted with an entry is subject to the Privacy Policy stated on the Apex 360 Ltd website. To read the Privacy Policy, visit <https://apex360.co.uk/privacy-policy/>.

13. Winners List: To obtain a copy of the Winner's name or a copy of these Official Rules, mail your request along with a stamped, self-addressed envelope to: Apex 360 Ltd, Unit 22 Maylands Business Centre, Redbourn Road, Hemel Hempstead, Hertfordshire, HP2 7BA. Requests must be received no later than 15th December 2018.

14. Sponsor: The Sponsor of the Competition is Apex 360 Ltd, Unit 22 Maylands Business Centre, Redbourn Road, Hemel Hempstead, Hertfordshire, HP2 7BA

15. Facebook: The Competition hosted by Apex 360 Ltd is in no way sponsored, endorsed, administered by, or associated with Facebook.