

# Terms and Conditions for :

[www.mywinninghome.co.uk](http://www.mywinninghome.co.uk) / [www.mywinninghome.com](http://www.mywinninghome.com)

By taking part in the promotion accessible at [www.mywinninghome.co.uk](http://www.mywinninghome.co.uk) or [www.mywinninghome.com](http://www.mywinninghome.com) (either U.R.L. accesses the same website) all participants shall be deemed to have accepted and be contractually bound by these terms and conditions.

## 01. Definitions :

1.1 In these terms and conditions unless the context otherwise requires:

- 1.1.1 References to statutory provisions shall be construed as references to those provisions as respectively amended or re-enacted or as their application is modified by other provisions from time to time and shall include any provisions of which they are re-enactments (whether with or without modification).
- 1.1.2 words importing a gender include all genders;
- 1.1.3 words importing the singular include the plural and vice versa.
- 1.1.4 The headings are inserted for convenience only and shall not affect the construction of these terms and conditions.
- 1.1.5 all references to time shall be to Local Standard Time at the principle address of the "Promoter".

- 1.2 "Actual Commencement Date" shall mean the date and time at which the first "Prize Draw Registrant" finalises their registration in a "Prize Draw" or, such other dates as the "Promoter" may at its sole discretion determine.
- 1.3 "Commencement Date" shall mean 00: 00:00 hours 26<sup>th</sup> February 2010 being the date upon which the public will first be able to commence to register for entry to, and subsequently make further entries in, a "Prize Draw"
- 1.4 "Component Draw" shall mean an intended or prospective "Draw" for which a "Draw Date" has been scheduled which may or may not become an "Operable Draw".
- 1.5 "Draw" or "Super Draw" shall mean the process of determining for an "Operable Draw" at its "Draw Date" which (if any) "Unique Entry References" attributable to the Draw as issued under Draw Registrants "Personal Reference Numbers" ("PRN's") for such "Operable Draw" by the "Prize Draw System" have been drawn as prize winning "Unique Entry References" and where such "Unique Entry References" are prize winning references the process of ascertaining the "Matching Win Value" of each such "Unique Entry Reference" together with establishing the "Qualifying Participant" to whom the "Matching Win Value" may be awarded.
- 1.6 "Draw Close Date" shall mean, during the continuance of this promotion, 23:59:59 hours on the 25<sup>th</sup> of each calendar month immediately preceding each "Draw Date", save for the month of December when the operative date shall be the 28<sup>th</sup>.
- 1.7 "Draw Connected Person" shall mean an individual who during any part of the 180 consecutive calendar days immediately prior to the Commencement Date was an officer or employee or contractor or agent of the Promoter and / or of the Promoted Party and / or who on or subsequent to the Commencement Date and prior to the second Draw Date is or was an officer or employee or contractor or agent of the Promoter and / or of the Promoted Party, or otherwise, who is a parent, or spouse / domestic partner, or child of any such individual , wherever in the world they may be situated.
- 1.8 "Draw Dates" shall mean, during the continuance of this promotion, the dates and times at which "Draws" in respect of this "Prize Draw" are to take place, these being, at the sole discretion of the Promoter, at any time following the 1<sup>st</sup> and on, or before, the 15<sup>th</sup> of each consecutive calendar month immediately following each "Draw Close Date".
- 1.9 "Instant Draw" shall mean a non insured prize draw, (enacted independently of Component Draws and / or Operable Draws) into which a "Prize Draw"

participant is automatically entered, during the process of completing registration in the Prize Draw.

- 1.10 “Instant Draw Prizes” shall mean prizes as scheduled below at (a), (b) and (c) such prizes being either ;
- (a) attaché cases containing £1,000.00 in cash, or,
- (b) parcels of ordinary shares (at their time of purchase valued at £1,000.00), in various London Stock Exchange quoted banks and financial institutions, or
- (c) cheques for £1,000.00 drawn on a U.K., clearing bank
- 1.11 “Issue Sequence Number” shall mean a unique sequential number within the “Prize Draw System” which orchestrates the sequential (commencing from number one) issuance of “Unique Entry References”.
- 1.12 “Matching Win Value” shall mean the “Prize Value” (if any) agreed between the “Prize Draw Insurer” and the “Promoter” which is attributable to a “Unique Entry Reference” participating in a specific “Operable Draw” and which has been allocated by the “Prize Draw System” to a “Qualifying Participant”.
- 1.13 “Operable Draw” shall mean a “Component Draw” in respect of which “Unique Entry References” have been issued to at least one “Qualifying Participant”.
- 1.14 “Prize Draw System” shall mean the “Prize Draw” promotion, copy, graphics, data, website, “Unique Entry Reference” issuing and management systems and database and software as developed and made available to “Prize Draw Registrants” from the “Commencement Date” until the “Website Close Date”.
- 1.15 “Prize Draw” shall mean this promotion.
- 1.16 “Prize Draw Insurer” shall mean the Insurance underwriter with whom the “Promoter” has contracted prize draw indemnity insurance cover in relation to this promotion.
- 1.17 “Prize Value” shall mean in respect of each “Operable Draw” at its Draw Date, the below denoted prizes each of which (subject to these terms and conditions) is capable of being won ;

Prize Sequence	Number of Prizes per Operable Draw	Insured Individual Prize Value Per Operable Draw	Total Prize Values per Insured Operable Draw
01	1	£1000,000 as Cash or the equivalent value at time of purchase in Gold Bullion	£1,000,000
02	2	£250,000	£500,000
03	3	£150,000 as Cash or the equivalent value at time of purchase in Ordinary Shares in a London Stock Exchange quoted bank of your choice	£450,000
04	5	£100,000 as Cash or the equivalent value at time of purchase in Ordinary Shares in a London Stock Exchange quoted bank of your choice	£500,000
05	10	£ 50,000 as Cash or Mercedes CLS 500	£500,000
06	20	£25,000	£500,000
07	75	£10,000	£750,000
08	250	£1,000	£250,000
09	5,500	£100	£550,000
10	1,000,000	£10	£10,000,000
			<b>£15,000,000</b>

- 1.18 “Promoted Brands” shall mean the Promoted Party’s Residential Development Institute™ Mortgage Research Institute™ and Mortgage Diary™ licensed trading names.
- 1.19 “Promoted Party” shall mean Nationwide Research Corporation Limited, whose registered office is at Griffins Court, 24 – 32 London Road, Newbury, Berkshire RG14 1JX , incorporated in England & Wales under No : 5614452 and registered with the Information Commissioner under the Data Protection Act 1998 under registration reference Z11031892 and who for the purposes of this Prize Draw and other commercial activities trades under licence in the United Kingdom as Residential Development Institute™, Mortgage Research Institute™ and Mortgage Diary™.
- 1.20 “Promoter” shall mean Silver Fern Services Limited whose registered office is at Griffins Court, 24 – 32 London Road, Newbury, Berkshire RG14 1JX , incorporated in England & Wales under No : 5583774 and registered with the Information Commissioner under the Data Protection Act 1998 under registration reference Z129118X, or, such company’s agents and / or assigns.
- 1.21 “Promotion Code” shall mean a variable length alphabetical and / or numerical reference, being one of a number issued by the Promoter (not being a bar code) which is displayed and / or broadcast to Prize Draw participants in conjunction with promotional activity encouraging persons to visit the website [www.mywinninghome.co.uk](http://www.mywinninghome.co.uk) .
- 1.22 “Qualifying Participant” shall mean a Prize Draw “Registrant”, being an individual, not an organisation, who has not subsequent to becoming a Registrant elected to unsubscribe from or cease participation in the “Prize Draw” and who at the time of registering for participation in the “Prize Draw” was;
1. 21 years of age or older, and
  2. a resident of the United Kingdom of Great Britain and Northern Ireland, and
  3. normally resident at the address provided by them as their primary residence for the purposes of their “Prize Draw” registration and thereafter who is still primarily resident at such address, or, at such alternative address as they have (post registration, using the [www.mywinninghome.co.uk](http://www.mywinninghome.co.uk) website facilities) advised as being their new primary residence, no such residences being the primary residence of any other Prize Draw Registrant, and who in a materially accurate manner and by the required date completed all of the obligatory fields and questions of the “Prize Draw” registration form and who in enacting subsequent entries (if they enacted such), provided materially accurate answers by the required date to all of the obligatory fields and questions of such subsequent “Prize Draw” entry form, and, who at the time of registering for participation in the “Prize Draw” was not an officer or employee, of either the Promoted Party or, The Promoter, nor, a “Draw Connected Person”.
- 1.23 “Unique Entry Reference” shall mean a “Prize Draw System” issued, unique reference being alpha and / or numeric in structure and ranging in terms of its quantity of characters from 8 to 11 inclusive, directly attributable to a nominated future “Component Draw”, together with any correlated unique sequential numbers and unique references attributable to it within the “Prize Draw System”, a number of which are issued to “Registrants” following them finalising their “Prize Draw” registration and thereafter, issued to “Registrants” following them completing each subsequent permitted “Prize Draw” entry and which under an umbrella “Personal Reference Number” are added to “Prize Draw Registrants” ‘on line’ accounts by the “Prize Draw System” via the promotions website.
- 1.24 “Website Close Date” shall mean that day following the “Commencement Date” as the “Promoter” may (at its sole discretion and without need to give notice) elect, upon which public entry to the [www.mywinninghome.co.uk](http://www.mywinninghome.co.uk) website shall thereafter cease to be available.

- 1.25 "Website Suspension Duration(s)" shall mean all duration(s) during the course of this promotion for which the Promoter, for whatever reason and at its sole discretion and without need to give notice, is required or otherwise elects to suspend, in whole, or, in part, public accessibility to the [www.mywinninghome.co.uk](http://www.mywinninghome.co.uk) website.
- 1.26 "Personal Reference Number" : shall mean a reference which is unique to each "Prize Draw Registrant" under which the Promoter holds all Unique Entry References issued by the "Prize Draw System" to the "Prize Draw Registrant".
- 1.27 "Registrant" shall mean an individual who commences participation in the "Prize Draw" by completing and then finalising their registration for such within 21 consecutive calendar days of commencing registration, or, such longer period as the Promoter may permit, and does so in accordance with the "Prize Draw" rules and terms and conditions.
- 1.28 "Promotion Close Date" shall mean (unless, at the sole discretion of the Promoter, declared as arising sooner) the 365<sup>th</sup> consecutive calendar day immediately following the date upon which each Registrant finalises their registration and accordingly varies for each days Registrant's.

## 02. Prize Draw Participation & How To Enter :

- 2.1 This Prize Draw is only open to Qualifying Participants as defined above and only Qualifying Participants can be awarded prizes.
- 2.2 Entry to all Draws is free. Participants may be requested to type a Promotion Code as a function of enacting registration, but, such is not obligatory for registration, or, for enactment of subsequent entries in the promotion.
- 2.3 Registration and post registration entries may only be enacted via the internet at [www.mywinninghome.co.uk](http://www.mywinninghome.co.uk) or [www.mywinninghome.com](http://www.mywinninghome.com), (referred to herein solely as "[www.mywinninghome.co.uk](http://www.mywinninghome.co.uk)") either Uniform Resource Locator ("URL") providing access to the same website, and no other method of entry shall be accepted.
- 2.4 To commence participation in the Prize Draw individuals must first Register at [www.mywinninghome.co.uk](http://www.mywinninghome.co.uk) and then finalise their Registration by clicking on a "link" within an e-mail which will be sent to them, or, by typing or pasting the said "link" into their computer web browser and thereupon revisiting (for as little or as much time as they wish) the [www.mywinninghome.co.uk](http://www.mywinninghome.co.uk) website. Such finalisation must be completed within 21 consecutive calendar days of registration having been commenced, or, by a date thereafter as stated by the Promoter at its sole discretion.
- 2.5 Upon finalising their registration a Registrant will be issued a Personal Reference Number ("PRN") and simultaneously Unique Entry References. To begin with Registrants will be issued with up to two different blocks of Unique Entry References, an initial block (consisting of quantities shown at clause 2.10 (a)) for finalising registration and, in the event that the Registrant elects to answer a set of optional questions during the registration process, a second block (consisting of quantities shown at clause 2.10 (b)). Each block of Unique Entry References issued to a Registrant will participate (so long as the Registrant is a Qualifying Participant) in four separate quarterly Draws ("Super Draws") as specified in clause 2.13 (a) and (b).
- 2.6 Registrants, can enact between four and eight further free monthly Draw ("Super Draw") entries by completing a survey on-line at [www.mywinninghome.co.uk](http://www.mywinninghome.co.uk), (eight in the event that they did not elect to answer a set of optional questions during the registration process, but, choose to do so during the survey) and for each four such Draw ("Super Draw") entries a further block of Unique Entry References will be issued to the Registrants on-line account (the quantity being viewable at "Your Draw Entries") and these will participate in the Draws as specified in clause 2.13, (c) and (d).
- 2.7 The opportunity to effect the maximum number of Draw ("Super Draw") entries (which is twelve separate monthly draws) diminishes with time because all Draws in which a Registrant's Unique Entry References participate must take place prior to the elapse of 365 consecutive calendar days from the date the Registrant finalises registration.
- 2.8 The quantity of Unique Entry References allocated to Registrants and the specific Draws in which they are to participate can be viewed by Registrants entering the [www.mywinninghome.co.uk](http://www.mywinninghome.co.uk) website and Logging In (using their E-Mail address and Password) and then clicking on the "Your Draw Entries" button in the navigation bar of the website.
- 2.9 To make the further entries referred to in clause 2.6., Registrants must visit the [www.mywinninghome.co.uk](http://www.mywinninghome.co.uk) website and follow the direction given therein.

- 2.10 The quantity of Unique Entry References intended to be issued to a Registrant's 'on-line' account (viewable at "Your Draw Entries") as a result of each entry action, (whether finalising Registration, answering optional questions, or, participating in further surveys) are (subject to a twenty five percent discretionary variance at the sole discretion of the Promoter) as denoted in (a) – (e) below ;
- (a) Finalised Registration only - twenty ( 20 )
  - (b) Answering "Optional 01" questions during Registration - forty ( 40)
  - (c) Second survey (or first post finalised Registration) entry - twenty ( 20 )
  - (d) Answering "Optional 02" questions during second survey - forty ( 40)
  - (e) Third survey entry (see clause 2.11) : - twenty ( 20 )

Subject to the provisions of these terms and conditions (notably clauses 2.14 and 7.10) the Unique Entry References referred to at (a) – (b) inclusive above, will participate during 12 consecutive calendar months in four Draws each as referred to in clause 2.13 and the Unique Entry References referred to at (c) – (e) inclusive above, will participate in up to four Draws as referred to in clause 2.13.

- 2.11 The quantity of Unique Entry References issued to a Registrant's 'on-line' account in respect of (b), and (d) in clause 2.10 is mutually exclusive.
- 2.12 At the Commencement Date a third survey is not an integral part of the Prize Draw System although throughout the continuance of this promotion the Promoter shall at its sole discretion and without notice have the right to introduce a third survey together with a correlated issuance of Unique Entry References to Prize Draw participants without obligation or liability to make such third survey and / or its Unique Entry References available to persons who at the time of its introduction constitute Prize Draw Registrant's. In the event that such a third survey is introduced, no Registrant shall be obliged to participate in such, nor, shall the introduction of it diminish any Prize Draw Registrant's rights.
- 2.13 Subject to the provisions of these terms and conditions (notably clauses 2.14 and 7.10) the Draws in which respective quantities of Unique Entry References as referred to in clause 2.10 will participate, are ;

- (a) Finalised Registration only :

These Unique Entry References will participate in the first Draw arising immediately following their issue, but, in the event that such would attribute the numbers to a Draw in respect of which its Close Date has arisen, then participation of the said Unique Entry References in Draws will first commence with the next arising Draw. Such Unique Entry References will then participate in three further Draws being the 3<sup>rd</sup>, 6<sup>th</sup> and 9<sup>th</sup> Draws arising immediately following the first Draw in which they participate.

- (b) Answering "Optional 01" questions during Registration :

Unique Entry References where issued to a Registrant in respect of their completion of the Promotion's optional question and answer sets during registration will participate in the second Draw arising immediately following the first Draw in which the Unique Entry References referred to in clause 2.5., (or, at (a) above) participate and thereafter, such Unique Entry References will participate in three further Draws being the 3<sup>rd</sup>, 6<sup>th</sup> and 9<sup>th</sup> Draws arising immediately following the first Draw in which they participate.

- (c) Second survey (or first post finalised Registration) entry :

Unique Entry References where issued to a Registrant in respect of their completion of the Promotion's "Second Survey" question and answer sets shall participate in the next Draw arising immediately following the last Draw in which the Unique Entry References referred to in clause 2.5., (or, at (a) above) participated provided the Close Date for such Draw has not arisen and if it has then in the first Draw arising immediately following the Draw in which the Unique Entry References referred to in clause 2.5., (or, at (a) above) are next to participate and thereafter, such "Unique Entry References" will participate in three further Draws being the 3<sup>rd</sup>, 6<sup>th</sup> and 9<sup>th</sup> Draws arising immediately following the first Draw in which they participate, save that Draws in which any of these Unique Entry References shall participate must arise prior to the elapse of 365 consecutive calendar days from the date registration is finalised by a Registrant.

- (d) Answering "Optional 02" questions during second survey :

Unique Entry References where issued to a Prize Draw Registrant in respect of their completion of the Promotion's optional question and answer sets (if asked) during the second survey will participate in the **second** Draw arising immediately following the last Draw in which the Unique Entry References referred to in clause 2.5., (or, at (a) above) participated provided the Close Date for such Draw has not arisen and if it has then in the **second** Draw arising immediately following the Draw in which the Unique Entry References referred to in clause 2.5., (or, at (a) above) are next to participate and thereafter, such Unique Entry References will participate in three further Draws being the 3<sup>rd</sup>, 6<sup>th</sup> and 9<sup>th</sup> Draws arising immediately following the first Draw in which they participate, save that Draws in which any of these Unique Entry References shall participate must arise prior to the elapse of 365 consecutive calendar days from the date registration is finalised by a Registrant.

(e) Third survey entry (see clause 2.12) :

Should a third or additional survey be introduced its Unique Entry References will participate in the first Draw arising immediately following their issue, but, in the event that such would attribute the numbers to a Draw in respect of which its Close Date has arisen, then participation of the said Unique Entry References in Draws will first commence with the next arising Draw. Such Unique Entry References will then participate in three further Draws being the 3<sup>rd</sup>, 6<sup>th</sup> and 9<sup>th</sup> Draws arising immediately following the first Draw in which they participate, save that Draws in which any of these Unique Entry References shall participate must arise prior to the elapse of 365 consecutive calendar days from the date registration is finalised by a Registrant.

- 2.14 In the event that the Promoter elects to amend, close, curtail or otherwise shorten the duration of the promotion, or, to bring forward Promotion Close Dates it may do so at its sole discretion and without notice (see clause 7.10,) but, where any such is intended and implemented by the Promoter as a controlled and orderly concluding, or, winding down of the promotion Unique Entry References which have been issued to Registrants and which have not participated in the number of Draws in which it was intended they would participate, will be consolidated for participation in between one and four further consecutive Draws, so as to have participated as applicable in as many Draws (though earlier than intended) as defined in 2.13 (a) – (e) inclusive.
- 2.15 Unique Entry References as denoted at clause 2.10., (b) and (d) are only issued to Registrant's 'on-line' accounts where they answer specific questions or sub surveys as a part of their Registration or further draw entry process. The number, multiple or percentage increase in Unique Entry References which will be issued in such circumstances is declared 'on line' as and when appropriate to enable Registrants to determine whether they wish to participate further and acquire such additional Unique Entry References.
- 2.16 Each Unique Entry Reference which participates in each Draw, (unless it becomes a prize winning Unique Entry Reference, in which case, it thereafter becomes ineligible to win further prizes in the same Draw) has an equal opportunity to win each prize by comparison with all other Unique Entry References (or their equivalents) participating in the same Draw. A single Unique Entry Reference may only win one prize (if any, and then only the first such prize won by it) in each Draw in which it participates.
- 2.17 Prize Draw winners will initially be determined for each Draw between the relevant Draw Close Date and its latest defined Draw Date by random draws conducted by computer systems, in which the Unique Entry References (specific to each such Draw as described in clause 2.13) which have been allocated to Registrant's on-line accounts participate and such draws will be conducted under the independent supervision of an agent of a Department of Her Majesty's Government.
- 2.18 Winners can choose to take a part only of a prize however they will lose those parts they elect not to take. No prize is transferable in whole or in part without the express written agreement of the Promoter at the Promoter's sole discretion.

### 03. Instant Draws :

- 3.1 At various times during the continuance of this promotion some, but, not necessarily all participants will automatically be notified during their registration process that they have been entered into an "Instant Draw" as defined at 1.9., as a result of which they might win an Instant Draw Prize details of all of which are given at 1.10.
- 3.2 The Instant Draw Prize which participants might win as a result of their entry to an Instant Draw, is varied from time to time at the sole discretion of the Promoter, but, the type and description of the applicable Instant Draw Prize for which participants have been entered is advised to the participant at the time they are informed that they have been entered to an Instant Draw.
- 3.5 An Instant Draw Prize winner will arise as a result of a Prize Draw participant (upon finalising their registration and becoming a Qualifying Participant) being allotted by the Prize Draw System an Issue

Sequence Number that has been chosen at random by an independent arbitrator of this Prize Draw as an Instant Draw Prize winning Issue Sequence Number.

- 3.6 "Instant Draw Prize" winners will be notified as to whether they are or are not entitled to receive an "Instant Draw Prize" (subject to proof of Qualifying Participant status) upon returning to the [www.mywinninghome.co.uk](http://www.mywinninghome.co.uk) website in the process of finalising their Prize Draw registration.

#### **04. Notification & Winners Obligations :**

- 4.1 Prize Draw winners will so far as is practicable without contravention of the Prize Draw indemnity insurance terms, be notified by the Promoter by either email, or, post, or telephone (as the Promoter may elect) within 21 days of the date of each Draw.
- 4.2 Notified Prize Draw winners must reply to the notification at an e-mail address given within the notification within 28 consecutive calendar days immediately following the date that the Promoter sends them notification in order to claim the prize. If after such time no email has been received by the Promoter from the notified winner claiming a prize, the winner will not be eligible for that prize.
- 4.3 All entries and correlated data and / or information (personal or otherwise) together with copyright in same become the proprietary property of the Promoter and / or Promoted Party. No Prize Draw or Instant Draw entries can be returned or copied to the entrant.
- 4.4 Winning Prize Draw and Instant Draw participants may be required to provide the Promoter with proof that Registration and / or other entry information supplied by them, including answers to survey questions, is (or, at the time of Registration and / or other entry as appropriate, was), materially correct and valid.
- 4.5 The surnames, Counties and Postal Area of residence of prize winners together with the Draw Date in the case of Prize Draw winners and together with prize type (e.g., Attache case containing money) in the case of Instant Draw winners, can within 28 days of each correlated Draw Date be viewed, or obtained by ;
- a. viewing "Draw Winners" at [www.mywinninghome.co.uk](http://www.mywinninghome.co.uk), or, in the event that the Promoter shall cease to publish such details on the website, by,
  - b. sending a stamped, self-addressed business size envelope to: 'My Winning Home Winners List' c/o Silver Fern Services Limited Griffins Court, 24 – 32 London Road, Newbury, Berkshire RG14 1JX.
- 4.6 The personal details of entrants will be used for the distribution of prizes and in order to make winners' names and counties available for public inspection and in accordance with clause 7., hereof, the Privacy Policy displayed at [www.mywinninghome.co.uk](http://www.mywinninghome.co.uk) and as described in the Registration process.
- 4.7 Prizes once claimed by Qualifying Participants will be despatched within 21 days of receipt of claim by the Promoter save that where a pending prize award is, in the sole opinion of the Promoter, of significant value (typically £1,000 or greater) the claimant may be required to demonstrate to the Promoter that registration and / or subsequent survey information supplied by them was and remains materially accurate. Failure to so do may invalidate the prize award.
- 4.8 Prizes are as stated. Monetary prizes will be paid wherever practicable by direct transfer to claimant Qualifying Participant's bank accounts otherwise by cheque. Payments of a significant sum may require notification to the Authorities under the provisions of the Money Laundering Act.

#### **05. Liability :**

- 5.1 Neither the Promoter nor the Promoted Party are responsible for late, lost, misdirected, mechanically reproduced, corrupted, inappropriately delivered, incomplete, illegible, or unintelligible registrations, entries, messages or post; unavailable network connections; failed, incomplete, garbled, or delayed computer transmission; online failures; matters resulting in a Website Suspension Duration of less than 30 days; hardware software or other technical malfunctions or disturbances; or any other communications failures or circumstances affecting, disrupting or corrupting the Prize Draw in any manner including without limitation, receipt of registrations and entries, participant's ability to participate in the Prize Draw, or winner notification, or winner response to or claims in respect of notification.
- 5.2 Neither the Promoter nor the Promoted Party are responsible for any directly or indirectly arising loss or damage occasioned to any participant's, or, employer's, or, other third party's computer hardware and / or related systems and / or software arising from or attributable to online viewing of the [www.mywinninghome.co.uk](http://www.mywinninghome.co.uk) website and / or participation in the Prize Draw and / or the downloading of any information (including e-mails and any attachments thereto) applicable to participation or intended participation in Draws or Instant Draws which manifest themselves in any manner, including software viruses and / or similar malware.

- 5.3 In the event that either the Promoter or the Promoted Party are found liable for loss and or damages incurred by participants in connection with this promotion such loss and or damages shall in the aggregate be limited to ten pounds only.

**06. Force Majeure :**

- 6.1 Neither the Promoter nor the Promoted Party shall be liable to participants for any delay in or failure of performance of its obligations in connection with this promotion arising from any cause beyond its reasonable control including, without limitation, any of the following : acts of God, of any governmental body, war, insurrection, sabotage, embargo, fire, flood, quake, explosion or civil commotion, industrial action, or other labour disturbance, interruption of or delay in transportation, unavailability of interruption or delay in internet (worldwide web) telecommunications or software or hardware, servers, services, failure of third party software or hardware or inability to obtain raw materials, persons, supplies, or power used in or equipment needed for provision of this Prize Draw, loss or destruction or impairment of participants registration and / or entry data and correlated Unique Entry References or change in the law or act of any regulatory body such that continued provision of the Prize Draw promotion is, or is likely to become, in the reasonable opinion of the Promoter, commercially unviable.

**07. General :**

- 7.1 This promotion is only open to Qualifying Participants. The Prize Draw (which for certainty includes Instant Draws) is not open to officers or employees, of either the Promoted Party or, The Promoter, or, to any other Draw Connected Person.
- 7.2 The Promoter's decision is final on all matters and no correspondence will be entered into.
- 7.3 To the fullest extent permissible in law, neither the Promoter nor the Promoted Party shall be liable for any loss or damage whatsoever which is suffered or sustained as a direct or indirect result of participation in or use of any prize. Neither the Promoter nor the Promoted Party recommend, warrant, or guarantee the validity of or performance of any contractual or other obligations given by promotion associated third parties whether attaching to prizes awarded or the provision of same and shall not be liable for any fraud committed or action or inaction (whether negligent or otherwise) on the part of any third party.
- 7.4 Neither the Promoter nor the Promoted Party accept responsibility for entries that are mislaid, misplaced, lost, delayed or damaged nor for entries whose data integrity is or becomes impaired for any reason.
- 7.5 The Promoter reserves the right to disqualify any participant (retrospectively and without notice if it wishes) if it has reasonable grounds to believe the participant has breached any of these terms and conditions. Entry instructions form part of these terms and conditions.
- 7.6 In the event that a Registrant elects to withdraw from participation in this promotion by whatever means including "Unsubscribing" or, otherwise "Opting-Out" of same such person shall automatically and without further notice, at the time of such withdrawal, forfeit all previously allocated Unique Entry References (whether attributed to Draws or not) together with entitlements to participate in future Draws and shall also forfeit all Prize Values, Matching Win Values and / or Instant Draw Prizes", at such time not issued or awarded, whether notified as won and whether claimed or not.
- 7.7 Not all Draw participating Unique Entry References will have been issued to Registrants or Qualifying Participants prior to Draws taking place, this being a matter governed by the influx to the promotion of numbers of participating Registrants and their subsequent take up of further Draw entitlements and these, together with other factors, influence the fact it is extremely unlikely that all prizes in each Draw will be won, including the facts that not all Unique Entry References participate in every Draw and that some Registrants, to whose accounts Unique Entry References are allotted, may not constitute Qualifying Participants.
- 7.8 To be awarded a prize Registrant winners shall (unless otherwise advised in writing) be required to participate in reasonable publicity at the Promoter's expense (such expense not to include the cost of the prize winners time), as and when reasonably required by the Promoter and / or the Promoted Party and where a prize pending award is, in the sole opinion of the Promoter, of significant value (typically £1,000 or greater) the Registrant winner must be prepared to honestly and openly submit their circumstances to the scrutiny of the Promoter (or its agents or assigns) in order that the Promoter and the Draw insurers may satisfy themselves prior to awarding any prize that registration and subsequent survey information supplied by such Registrant was and remains materially accurate.
- 7.9 In the event that a Qualifying Participant appears to have won a prize depicted as and constituting either ;

7.9.1 Gold bullion, or,

7.9.2 London Stock Exchange traded ordinary shares in the share capital of nominated financial institutions, or,

7.9.3 a Mercedes CLS 500 motor vehicle,

as are displayed in the schedule within 1.15., above, the Promoter may elect that the prize be paid as a cash prize.

7.10 The Promoter reserves the right to amend, postpone or, cancel the promotion without notice at its sole discretion and shall not be liable to any person for any consideration expended by them, or, for damages, or, loss (howsoever arising) incurred by them as a direct or indirect consequence of such amendment, postponement or cancellation.

7.11 In connection with this promotion and data acquired through the operation of same, the Promoter declares that it is and shall remain (so long as it is required to be) registered with the Information Commissioner in accordance with the requirements of the Data Protection Act and seeks to at all times comply with the Privacy and Electronic Communications (EC Directive) Regulations 2003 and mandatory regulations and industry codes of practice where attributable at the Commencement Date. The Promoter understands that this promotion is exempt from the provisions of the Gambling Act 2003.

7.12 By submitting information (personal or otherwise), including commencing registration, whether finalised or not, each visitor to [www.mywinninghome.co.uk](http://www.mywinninghome.co.uk) and / or participant and / or Registrant and / or Qualifying Participant ;

7.12.1 confirms that the information (personal or otherwise) they have so submitted is materially accurate, has been fairly collected, voluntarily given without duress or misguidance, is fit for purpose (or has subsequently been amended by them to be fit for purpose) is not excessive within the context and scope of the Prize Draw or in relation to legislation and regulations referred to in clause 7.12., or in relation to benefits received or potential benefits which may be derived and that the information having been attained for the purposes of promotion management and the communication to them and / or their spouses or partners of research questionnaires and advertising and promotions may be retained and used by the Promoter and / or Promoted Party (or their agents and assigns) as either may wish, for so long as either (or their assigns) may choose and that such shall not constitute retention of personal information for longer than is necessary.

7.12.2 confirms that on a fully informed basis they consent to the provisions of clause 7.13., to motor vehicle and correlated information supplied bestowing upon the Promoter, and / or Promoted Party a legitimate interest in all vehicles thereby identifiable by whatever means and to international transfer by the Promoter and / or the Promoted Party of their personal data arising from submission of same via the [www.mywinninghome.co.uk](http://www.mywinninghome.co.uk) website and further, that any and all such international data transfers are necessary for the performance of a contract between themselves and / or the Promoter and / or the Promoted Party. In the event that any participant (Registrant or otherwise) subsequently wishes their personal data to cease to be used in accordance with these terms and conditions and / or the Privacy Policy of the [www.mywinninghome.co.uk](http://www.mywinninghome.co.uk) website they must either visit [www.mywinninghome.co.uk](http://www.mywinninghome.co.uk) and click on the "Cease Participation" button (displayed at the bottom of each main page) and follow the instructions which are then provided, or, write to the Website Manager, at the address given at page 10 of these terms and conditions.

7.12.3 agrees to receive communications, research questionnaires, advertising and promotional offers (as referred to in some of the [www.mywinninghome.co.uk](http://www.mywinninghome.co.uk) website's pages and / or as stated within its Privacy Policy wording) from the Promoter, and / or Promoted Party and / or any Holding, Parent, Subsidiary, and / or, Connected companies, businesses or organisations (including, but not limited to, London and Country Mortgages Limited and the respective current and future trading divisions of SFS and / or NRCL including Residential Development Institute™, Mortgage Research Institute™, Mortgage Diary™, Life Insurance Institute™, General Insurance Institute™, and Insurance Research Institute™) of either the Promoter and / or the Promoted Party and / or the Promoter's and / or the Promoted Party's sponsors or its clients, and / or contractors, sub-contractors, agents, assigns, clients and third parties (together, "Affiliates") via any one or combination of mail, e-mail, telephone calls (including mobile calls) and SMS text messages and such agreement replaces and takes precedence over any prior Telephone Preference Service "stop" registration you may have lodged under the Privacy and Electronic (EC Directive) Regulations 2003 in respect of landline and / or mobile telephone numbers you have provided to us in registering at [www.mywinninghome.co.uk](http://www.mywinninghome.co.uk).

- 7.12.4 acknowledges that in the event they choose to request information regarding Wills, the Promoter will be paid by its preferred Solicitors NewLaw a referral fee of £7.00 for the work that the Promoter has undertaken in making the referral. Individuals requesting information regarding Wills are not responsible for payment of this fee in any way.
- 7.13 In the event there is a change in the corporate structure of the Promoter and / or the Promoted Party such as, but not limited to, merger, consolidation, sale, administration, receivership, liquidation, or transfer of substantial assets, the Promoter and / or the Promoted Party may, in its sole discretion, transfer, sell or assign its rights and entitlements as bestowed by these terms and conditions, including without limitation, its rights and entitlements as specified at clauses 7.12, including personally identifiable information and aggregate information concerning visitors and / or Registrants, to one or more affiliated or unaffiliated third parties.
- 7.14 Throughout the continuance of this promotion additional prizes of varying values may be arbitrarily awarded to Qualifying Participants at the Promoter's sole discretion and the Promoter shall be entitled to promote further prize draws to participants in this Prize Draw.
- 7.15 No reference in this promotion or in any communication correlated with or ancillary to this promotion which refers to Registrants being able to elect to participate in research or Opinion Polls and receive money at an hourly rate or, up to a specified hourly rate for doing so, constitutes, or, shall be construed as constituting an offer of employment and any such hourly rate so quoted shall be variable at the sole discretion of the Promoter or such third party as from time to time may arrange research or Opinion Polls with Registrants.

#### **08. Mortgage Diary™ :**

- 8.1 Whilst every reasonable effort will be made to fulfill the prospective advantages to Registrants whose declared "mortgage" (home secured loan) circumstances may entitle them to receive Mortgage Diary™ notifications, introductions and other website expressed potential benefits, neither the Promoter, nor the Promoted Party, provide any guarantee, warranty or indemnity in relation thereto, nor, commitment to provide or continue to provide same and either or both may elect without notice to Registrants to never enact, or, cease to enact, or, assign to one or more third parties enactment of the provision of a Mortgage Diary™ service (including derivatives of and enhancements to same), in the event that (at their sole discretion) the provision of a Mortgage Diary™ service is or becomes for them impracticable, or, uneconomic.
- 8.2 When provided, the Mortgage Diary™ service is largely operated by third party financial services businesses, particularly in relation to advice concerning and the provision of "mortgage" (home secured loan) and related products and services. Accordingly, to the fullest extent permissible in law, neither the Promoter nor the Promoted Party shall be liable for any loss or damage whatsoever, whether directly or indirectly occasioned, which is suffered or sustained as a direct or indirect result of Registrant's reliance upon, or, participation in the Mortgage Diary™ service, or in products or services introduced to Registrants or in advice given to Registrants by third parties.
- 8.3 Neither the Promoter nor the Promoted Party recommend, warrant, or guarantee the validity of or performance of any contractual or other obligations given by Mortgage Diary™ service associated third parties and shall not be liable for any fraud committed or action or inaction (whether negligent or otherwise) on the part of any third party.
- 8.4 No component of the [www.mywinninghome.co.uk](http://www.mywinninghome.co.uk) website or statement given therein (including within these terms and conditions) shall constitute an offer of a "mortgage" (home secured loan). The following words should also be noted ;

**"THINK CAREFULLY BEFORE SECURING OTHER DEBTS AGAINST YOUR HOME."**

**"YOUR HOME OR PROPERTY MAY BE REPOSSESSED IF YOU DO NOT KEEP UP REPAYMENTS ON YOUR MORTGAGE."**

#### **09. Jurisdiction:**

- 9.1 This Prize Draw promotion shall be governed by English law and the non-exclusive jurisdiction of the English courts.

**Any questions or enquiries which you have in relation to the above terms and conditions should first be addressed to:**

The Directors, Silver Fern Services Limited, Griffins Court, 24 – 32 London Road, Newbury, Berkshire RG14 IJX.

**Any questions or enquiries which you have in relation to this website should first be addressed to:**

Website Manager, Silver Fern Services Limited, Griffins Court, 24 – 32 London Road, Newbury, Berkshire RG14 IJX, United Kingdom.