

“Come and Dine” Terms and Conditions

1. Promoter

The promoter is: Highclere Enterprises LLP of Estate Office, Highclere Park Highclere, Newbury, Berkshire, RG20 9RN.

2. The competition

2.1 The title of the competition is “Come and Dine”.

2.2 Win an invitation for you and up to seven guests to dine with the Earl and Countess of Carnarvon at Highclere Castle and stay overnight thereafter at Highclere Castle on a date of the Promoter’s choosing by submitting your photographs and/or videos of a lunch, gala or dinner party that you held during February 2018.

3. How to enter

3.1 The competition will run from 00:01 PT on 1 February 2018 (the "**Opening Date**") to 23:59 PT on 28 February 2018 (the "**Closing Date**") inclusive.

3.2 All competition entries must be received by the Promoter by email to ComeAndDine@highclerecastle.co.uk by no later than 23:59 PT on the Closing Date. All competition entries received after the Closing Date are automatically disqualified.

3.3 To enter the competition:

- (a) send an email to the Promoter at ComeAndDine@highclerecastle.co.uk with the subject line “Come and Dine 2018” or a letter to the Promoter by priority airmail to the address in Condition 1 enclosing the items set out in 3.3. (b) below by the Closing Date.
- (b) The entry correspondence required by condition 3.3 (a) above must include the following items in order validly to enter the competition:
 - (i) Your name;
 - (ii) Your postal and email address (if you have an email address);
 - (iii) Your contact telephone number;
 - (iv) The date and a short description of the lunch, gala or dinner party you held;
 - (v) The source of your inspiration for the event;
 - (vi) At least three (3) colour photographs of the event; and/or

(vii) A short video clip of the event in excess of 1 minute's duration and no more than 5 minutes' duration

- 3.4 No purchase necessary and there is no charge to register for use of the website.
- 3.5 The Promoter will **not** accept:
- (a) responsibility for competition entries that are lost, mislaid, damaged or delayed in transit, regardless of cause, including, for example, as a result of any postal failure, equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind; or
 - (b) proof of posting or transmission as proof of receipt of entry to the competition.
- 3.6 By submitting a competition entry, you are agreeing to be bound by these terms and conditions.
- 3.7 For help with entries, please contact the Highclere Castle Office on ComeAndDine@highclerecastle.co.uk
- 3.8 Please see www.highclerecastle.co.uk for a copy of these competition terms and conditions.
- 3.9 The competition entries will be judged by a panel of three judges based on the originality of their event concept, the level of skill and accomplishment in hospitality as judged by reference to the standard required for formal dinners at Highclere Castle and the level of enjoyment obvious from the participants of the event in the photographs and video clip submitted. The decision of the panel of judges (acting reasonably) will be final.

4. Eligibility

- 4.1 The competition is open to any participant aged 18 years or over, **except**:
- (a) employees of the Promoter or its holding or subsidiary companies;
 - (b) employees of agents or suppliers of the Promoter or its holding or subsidiary companies, who are professionally connected with the competition or its administration; or
 - (c) members of the immediate families or households of (a) and (b) above.
- 4.2 In entering the competition, you confirm that you are eligible to do so and eligible to claim any prize you may win. The Promoter may require you to provide proof that you are eligible to enter the competition.

- 4.3 The Promoter will not accept competition entries that are:
- (a) automatically generated by computer;
 - (b) completed by third parties or in bulk;
 - (c) illegible, have been altered, reconstructed, forged or tampered with;
 - (d) photocopies and not originals (in the case of postal entries); or
 - (e) incomplete.
- 4.4 There is a limit of one entry per person. Entries on behalf of another person will not be accepted and joint submissions are not allowed.
- 4.5 The Promoter reserves all rights to disqualify you if your conduct is contrary to the spirit or intention of the prize competition.
- 4.6 Competition entries cannot be returned.

5. The prize

- 5.1 The prize is an invitation for you and your dinner party guests (up to a total of eight people) to dine with the Earl and Countess of Carnarvon at Highclere Castle and to stay at the Castle overnight thereafter on a date of the Promoter's choosing.
- 5.2 You will be responsible for ensuring that you and any person attending the dinner and overnight stay at Highclere Cast are eligible to take up the prize in accordance with Condition 4 above.
- 5.3 Prizes are subject to availability. There is no cash alternative for the prize.
- 5.4 The prize is not negotiable or transferable.
- 5.5 In order to claim the prize you must respond to the invitation that will be sent to you in accordance with condition 6 below.

6. Winner announcement

- 6.1 The winners of the competition will be announced on 31 March 2018 (**Announcement Date**) on the blog of the Countess of Carnarvon at www.ladycarnarvon.com/community.
- 6.2 The decision of the judges nominated by the Promoter is final and no correspondence or discussion will be entered into.
- 6.3 The Promoter will contact the winners personally as soon as practicable after the Announcement Date, using the telephone number or email address provided with the

competition entry. The Promoter will not amend any contact information once the competition entry form has been submitted.

7. Claiming the prize

- 7.1 If you are a winner of the prize, the Promoter will send you a formal invitation to dinner and an overnight stay with your chosen invitee at Highclere Castle 28 days from the Announcement Date (**Invitation**).
- 7.2 You should respond to the Invitation within 14 days of the postmark on the envelope (if sent by priority airmail) or the date of the email (if sent by email). If you do not claim the prize by this date, your claim will become invalid.
- 7.3 The prize may not be claimed by a third party on your behalf.
- 7.4 The Promoter will make all reasonable efforts to contact the winners. If the winners cannot be contacted or is not available, or has not claimed their prize in accordance with this condition 7, the Promoter reserves the right to offer the prize to the next eligible entrant selected from the correct entries that were received before the Closing Date.
- 7.5 The Promoter does not accept any responsibility if you are not able to take up the prize.

8. Limitation of liability

Insofar as is permitted by law, the Promoter, its agents or distributors will not in any circumstances be responsible or liable to compensate the winners 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 Promoter, its agents or distributors or that of their employees. Your statutory rights are not affected.

9. Ownership of competition entries and intellectual property rights

- 9.1 All competition entries and any accompanying material submitted to the Promoter will become the property of the Promoter on receipt and will not be returned.
- 9.2 By submitting your competition entry and any accompanying material, you agree to:
- (a) assign to the Promoter all your intellectual property rights with full title guarantee; and
 - (b) waive all moral rights,

in and to your competition entry and otherwise arising in connection with your entry to which you may now or at any time in the future be entitled under the Copyright, Designs

and Patents Act 1988 as amended from time to time and under all similar legislation from time to time in force anywhere in the world.

- 9.3 You agree that the Promoter may, but is not required to, make your entry available on its website www.highclerecastle.co.uk and any other media, whether now known or invented in the future, and in connection with any publicity of the competition. You agree to grant the Promoter a non-exclusive, worldwide, irrevocable licence, for the full period of any intellectual property rights in the competition entry and any accompanying materials, to use, display, publish, transmit, copy, edit, alter, store, re-format and sub-licence the competition entry and any accompanying materials for such purposes.

10. Data protection and publicity

- 10.1 If you are a winner of the competition, you agree that the Promoter may use your name, image and town or county of residence to announce the winners of this competition and for any other reasonable and related promotional purposes.
- 10.2 You further agree to participate in any reasonable publicity required by the Promoter.
- 10.3 By entering the competition, you agree that any personal information provided by you with the competition entry may be held and used only by the Promoter or its agents and suppliers to administer the competition.

11. General

- 11.1 If there is any reason to believe that there has been a breach of these terms and conditions, the Promoter may, at its sole discretion, reserve the right to exclude you from participating in the competition.
- 11.2 The Promoter reserves the right to hold void, suspend, cancel, or amend the prize competition where it becomes necessary to do so.
- 11.3 These terms and conditions shall be governed by English law, and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.

8 January 2018