

## **PHEMEX GIVEAWAY PRIZE COMPETITION**

### **Terms and Conditions**

- (1) These Terms and Conditions govern the 2022 Phemex Giveaway ("**Prize Competition**") and apply so far as the law permits so please read them carefully.
- (2) CSM Sport and Entertainment LLP, trading as CSM Brands of PO BOX 70693 10a Greencoat Place, London, SW1P 1PH ("**CSM**"), acts on behalf of Phemex (UK) Ltd of 1 Irving Place #08-11 The Commerze @Irving Singapore 369546 who is the "**Promoter**" of this Prize Competition

### **Eligibility for entry in the Prize Competition**

- (3) This Prize Competition will open at 09:00 BST on 10th August 2022 and close at 23:59 BST on the 11th August 2022 ("**The Prize Competition Period**"). Entries that are incomplete, late or fail to comply with these Terms and Conditions will be null and void from the beginning.
- (4) The Prize Competition, subject to paragraph 7 and 8 below, is open globally to all entrants aged 18 years and over when the Prize Competition is made (each an "**Entrant**" and together the "**Entrants**").
- (5) Entrants must meet the eligibility requirements as specified herein. Failure to meet the eligibility requirements may result in an entry being invalid and/or forfeiture of any prize.
- (6) By entering this Prize Competition, the Entrant will be deemed to have read and understood these Terms and Conditions and has agreed to be bound by them. If the Entrant does not agree with any of these Terms, they should not enter the Prize Competition.
- (7) Entrants must ensure that their participation (including acceptance of any prize) is lawful in accordance with the laws of their country of residence. This Prize Competition is void where it is void under local national laws. The Promoter (or CSM acting on their behalf) will not be taken to make any representations, express or implied, as to the lawfulness of any individual's participation, or as to any other aspect of any Prize Competition.
- (8) Entries from the Promoter's employees as well as their immediate families, agents and anyone professionally associated with them (including those at CSM) will not be valid.

### **How to enter the Prize Competition**

- (9) No purchase or entry fee is necessary; however, internet access and a valid Instagram or Twitter account is required.
- (10) To enter the Prize Competition, the Entrant must log into their Instagram or Twitter account (or create one for free), follow @PhemexOfficial on Instagram or @Phemex\_Official on Twitter and comment underneath the relevant promotional post on the Phemex channel by tagging two friends in order to be entered into the Prize Draw.
- (11) The Instagram or Twitter account used to enter must be kept on a public setting for 6 weeks after the end of the Prize Competition Period so that the Entrant can be contacted if they are selected as a winner.
- (12) There is no limit on the number of times an Entrant can enter.
- (13) Any entry that is deemed as offensive, inappropriate, obscene, unlawful or otherwise objectionable content or information will not be granted approval and will therefore be excluded from the Prize Competition.

### **The Prize**

- (14) One (1) winner will win one (1) pair of football boots signed by Kevin De Bruyne (“**The Prize**”).
- (15) The Promoter (or CSM acting on their behalf) makes no representations or warranties of any kind in relation to the Prize.

### **Winner Selection**

- (16) One (1) winner will be randomly selected from all valid entries received during the Prize Competition Period. The prize draw will take place within one (1) week of the end of the Prize Competition Period under the supervision of an independent person.
- (17) Within five (5) days after the winning Entrant is selected, the Promoter (or CSM acting on their behalf) will notify the winning Entrant via the social media account used to enter the Prize Competition. The winning Entrant will have fourteen (14) working days to respond, confirming their eligibility and acceptance of the Prize. If the winning Entrant cannot be contacted, or declines to accept the prize, or fails to respond to the initial contact within fourteen (14) days, the Promoter (or CSM acting on their behalf) reserves the right to disqualify that winning Entrant. If the winning Entrant is disqualified, the Promoter (or CSM acting on their behalf) reserves the right to award the prize to a reserve winner, selected in the same manner. The reserve winner may have less time to respond.
- (18) The winning Entrant will be notified within thirty (30) days of acceptance of the Prize to arrange delivery of the Prize. In the unlikely event that the Prize doesn't arrive within 30 days of Prize Acceptance, the winner will have a further 28 days to inform the Promoter by emailing [phemex@csm.com](mailto:phemex@csm.com). If the winner does not do so, the Promoter (or CSM acting on their behalf) reserves the right to not reissue the Prize or limit its value at its sole discretion.
- (19) The winning Entrant cannot return, exchange or resell the Prize.
- (20) The odds of winning will depend on the total number of valid entries received.

### **General**

- (21) The Promoter (or CSM acting on their behalf) shall not be liable for any Prizes which are lost, delayed or damaged in the post or otherwise not received by the winner.
- (22) Provided no objection is received, the winning Entrant's name and county of residence may be made available on the Promoter's (or CSM's) website and any other media, whether now known or invented in the future, in connection with any publicity of the competition. Entrants can object to their name or country of residence being published or can request for the amount of information being published to be reduced by emailing [phemex@csm.com](mailto:phemex@csm.com). Without prejudice, the Promoter (or CSM acting on their behalf) will provide this information to the Advertising Standards Authority on reasonable request.
- (23) The Prize is not transferable or exchangeable and cannot be redeemed for monetary value or any other form of compensation. If, for any reason, any element of the Prize is not available, the Promoter (or CSM acting on their behalf) reserves the right, at its sole discretion to substitute another prize for it, of equal or greater value. There is no cash alternative and the winning Entrant will be responsible for any tax liabilities.
- (24) It is the responsibility of the Entrant to provide their correct, up-to-date details when entering the Prize Competition and/or confirming acceptance of the prize in order for their prize to be processed. The Promoter (or CSM acting on their behalf) cannot be held responsible for the winner failing to supply accurate information which affects prize acceptance or delivery of their prize.

- (25) The Promoter (or CSM acting on their behalf) reserves the right to reject entries which, in the reasonable opinion of the Promoter:
- a. are in breach of the Terms and Conditions;
  - b. contain any content that is offensive, obscene, sexual, derogatory, defamatory, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, which could reflect negatively upon the name, reputation or goodwill of the Promoter or any brand partner, or which is otherwise unsuitable for publication;
  - c. contains or refers to any third-party brand or reference any third-party names, logos and/or trademarks;
  - d. promotes any political agenda.
- (26) If the Prize Competition is not capable of running as planned for reasons including but not limited to tampering, unauthorised intervention, fraud, dishonesty, technical failures, or any other causes beyond the control of the Promoter (or CSM acting on their behalf) which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Prize Competition, the Promoter (or CSM acting on their behalf) reserves the right to disqualify any individual who tampers with the entry process or does not comply with these Terms & Conditions and to cancel, modify or suspend the Prize Competition or invalidate any affected entries.
- (27) No responsibility can be taken for entries which are lost, delayed, corrupted, damaged, misdirected or incomplete or which cannot be delivered for any technical, delivery or other reason. Proof of sending will not be accepted as proof of receipt. The Promoter (or CSM acting on their behalf) does not guarantee continuous or secure access to the Facebook, Twitter or Instagram.
- (28) This Prize Competition is in no way sponsored, endorsed or administered by, or associated with Facebook, Instagram or Twitter. Entrants understand that they are providing their information to the Promoter (or CSM acting on their behalf) and not to Facebook, Instagram or Twitter and that Facebook, Instagram or Twitter have no liability for any element of this Prize Competition.
- (29) The Promoter (or CSM acting on their behalf) may request that the winning Entrant participate in publicity arising from the Prize Competition. They are under no obligation to participate and may decline this request. Participation is at the winner's discretion and is not a condition of Prize Acceptance.
- (30) The Promoter (or CSM acting on their behalf) reserves the right to verify the eligibility of the Entrants. The Promoter may require such information as it considers reasonably necessary for this purpose and a prize may be withheld unless and until the Promoter is satisfied with the verification.
- (31) The Promoter together with any associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense or damage which is suffered or sustained (whether or not arising from any person's negligence) in connection with this Prize Competition or accepting or using the Prize, except for any liability which cannot be excluded by law. Nothing will exclude the Promoter's liability for death or personal injury as a result of its negligence.
- (32) An entry must be made directly by the individual entering the Prize Competition. Bulk entries from trade, consumer groups or third parties will not be accepted. Incomplete or illegible entries and entries submitted by macros or other automated means together with entries which do not satisfy the requirements of these Terms & Conditions in full will be disqualified

and will be not be counted. If it becomes apparent that an Entrant is using a computer(s) to circumvent this condition by, for example, the use of 'script', 'brute force', masking their identity by manipulating IP addresses, using identities other than their own or any other automated means in order to increase that Entrant's entries into the Prize Competition in a way that is not consistent with the rules of the Prize Competition, that Entrant's entries will be disqualified and any prize awarded will be void.

- (33) The Promoter (or CSM acting on their behalf) will not be liable for any failure to comply with its obligations or any delay in performing its obligations within these Terms and Conditions if an act, omission, event or circumstance occurs caused by (but not limited to) global or regional health crises, weather conditions, fire, flood, strike, hurricane, industrial dispute, war, terrorist activity, hostilities, political unrest, riots, civil commotion, epidemic, pandemic, famine, plague or other natural calamities and acts of God, or any other circumstances beyond the reasonable control of the Promoter.
- (34) The decision of the Promoter (or CSM acting on their behalf) is final and no correspondence in relation to the Promoter's exercise of its rights in accordance with these Terms and Conditions will be entered into
- (35) The Promoter may refuse to award a Prize in the event of any Entrant's fraud, dishonesty, breach or non-entitlement under these Terms & Conditions or seek recovery of its value if the Prizes have been awarded.
- (36) Any and all personal data supplied for the running of this Prize Competition will be used solely for the purpose of this Prize Competition by the Promoter and/or by any agent appointed by it to assist with running the Prize Competition on behalf of the Promoter and will not be disclosed to a third party for any other purpose unless your positive consent has been obtained. Your personal data will be handled in accordance with the Promoter's privacy policy, available at: <https://phemex.com/getting-started/phemex-privacy-policy>
- (37) If any provisions of these Terms & Conditions are judged to be invalid, illegal or unenforceable, this will not affect or impact the continuation in full force and effect the remainder of the provisions.
- (38) By entering this Prize Competition, you will be deemed to have agreed to be bound by these Terms & Conditions.
- (39) The Promoter (or CSM acting on their behalf) can change these Terms and Conditions or cancel the Prize Competition at its discretion and without incurring liability as a result.
- (40) If a discrepancy between these Terms & Conditions and the details in any promotional material arises, the details in the Terms & Conditions will prevail.
- (41) These Terms and Conditions and any disputes arising from these Terms and Conditions are governed by the laws of England and the exclusive jurisdiction of the Courts of England & Wales.
- (42) The Prize is supplied by the Promoter and organised by its agency CSM Sport and Entertainment LLP, trading as CSM Brands.

## Queries

- (43) if you have any other questions about this Prize Competition, please send your question by email to [phemex@csm.com](mailto:phemex@csm.com)