# **#AETNACAB COMPETITION TERMS AND CONDITIONS**



50 Cannon Street London EC4N 6JJ UK

## 1. The competition

- 2. This competition is promoted by Aetna Global Benefits (UK) Limited, a company incorporated in England & Wales under company number 03554885 with its registered office address being 50 Cannon Street, London, EC4N 6JJ ("Aetna").
- The title of the competition is #AetnaCab. For around a month, starting on 7 October 2019,
  53 Aetna branded taxi cabs will be visible throughout London. During this time, people who send Aetna a photograph of one of the cabs via Twitter will be eligible to win a prize.

## 3. How to enter

- 3.1 The competition will run from midnight on 6 October 2019 (the "**Opening Date**") to midnight on 4 November 2019 (the "**Closing Date**") inclusive. All competition entries received after the Closing Date will not be valid.
- 3.2 To enter the competition, you need to use your Twitter account to tweet **@AetnaIntl** a photo of one of the Aetna branded cabs using the hashtag #AetnaCab. It is not possible to enter this competition through any other medium.
- 3.3 No purchase is necessary.
- 3.4 By submitting a competition entry, you are agreeing to be bound by these terms and conditions.
- 3.5 For help with entries, please contact Aetna on <u>EMEA\_Marketing@aetna.com</u>.

## 4. Eligibility

- 4.1 The competition is only open to UK residents aged 18 years or over, except:
  - 4.1.1 employees of Aetna or its group companies;
  - 4.1.2 employees of agents or suppliers of Aetna or its group companies who are professionally connected with the competition or its administration; or
  - 4.1.3 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 the prize.
- 4.3 Aetna will not accept competition entries that have been altered, reconstructed, forged or tampered with.
- 4.4 There is a limit of one entry per person per day and each entry must be unique (i.e. the same photograph cannot be submitted more than once).
- 4.5 Aetna reserves all rights to disqualify you if your conduct is contrary to the spirit or intention of the prize competition.

## 5. The prize

5.1 Each week, one lucky winner will win a delicious 'Supercharge' Healthy Natural Hamper Gift Box with four hampers available in total.

- 5.2 Prizes are subject to availability and Aetna reserves the right to substitute the prize with a prize of equal or greater value.
- 5.3 The prize is not negotiable or transferable and there is no cash alternative.

## 6. Winners

- 6.1 Winners will be selected from the valid competition entries at random. The decision of Aetna is final and no correspondence or discussion will be entered into.
- 6.2 Once per week (each referred to as an "Announcement Date") Aetna will publicly retweet the winning entry and Twitter handle of each winner shortly after they have been selected, with full prize details to be communicated to each winner privately.
- 6.3 Aetna must make available information that indicates that a valid competition took place. To comply with this obligation Aetna will send the surname and county of major prize winners to anyone who emails <u>EMEA\_Marketing@aetna.com</u> within one month after the Closing Date of the competition. If you object to your surname and county being made available, please contact Aetna on <u>EMEA\_Marketing@aetna.com</u>. In such circumstances, Aetna must still provide the information to the Advertising Standards Authority upon request.

## 7. Claiming your prize

- 7.1 Aetna will contact each winner privately via Twitter as soon as practicable after each Announcement Date to request the winner's name and address to be emailed to <u>EMEA Marketing@aetna.com</u> for delivery of the prize. If you are the winner of a prize, you will have 7 days to respond to such a request.
- 7.2 Aetna will make all reasonable efforts to contact each winner. If a winner cannot be contacted, is not available or has not provided their details in time, Aetna reserves the right to offer the prize to the next eligible entrant selected from the correct entries that were received before the Closing Date.
- 7.3 Aetna does not accept any responsibility if you are not able to take up the prize. The prize may not be claimed by a third party on your behalf.

## 8. Limitation of liability

Insofar as is permitted by law, Aetna, its agents or distributors will not in any circumstances be responsible or liable to compensate the winner 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 Aetna, 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 Aetna will become the property of Aetna upon receipt.
- 9.2 By submitting your competition entry and any accompanying material, you agree to assign to Aetna with full title guarantee all your intellectual property rights, and 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 Aetna may retweet and/or make your entry available on its public Twitter feed, website and any other media in connection with any publicity of the competition. You agree to grant Aetna 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

Aetna will only process your personal information as set out in our Privacy Policy which is available here: <u>https://www.aetnainternational.com/en/about-us/legal-notices/privacy-notice.html</u>. See also condition 6.3 with regard to the announcement of winners.

#### 11. General

- 11.1 If there is any reason to believe that there has been a breach of these terms and conditions, Aetna may, at its sole discretion, reserve the right to exclude you from participating in the competition.
- 11.2 Aetna 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.