

## Competition Terms and Conditions

The Vietnam Club Makeover competition (the “**Competition**”) is run by Manchester City Football Club Limited, by entering, you fully agree and accept these Competition Terms and Conditions (“**Competition T&Cs**”).

### **1. Who Can Enter**

The Competition is open to players and/or staff of Vietnamese football clubs who wish to enter the Competition on behalf of their club. Proof of identity and age may be required. Employees of the Club or their families as well as any person professionally connected with the Competition are not eligible to enter.

If you are under 18 years of age you must have parental or legal guardian consent before participating in the Competition. The Club reserves the right to request that you provide contact details of a parent / legal guardian as part of the submission process and may contact your parent or legal guardian to verify such prior permission. If any prizewinner is under the age of 18, we may require the Competition T&Cs be signed by the prizewinner’s parent or legal guardian before the prize is awarded. Any such prize may at our discretion be awarded to the prizewinner’s parent/legal guardian. Where a prize involves travel of any description, any winner under the age of 18 must be accompanied by an adult.

### **2. How to Enter**

The opening date and time for the Competition is: 4:00pm UK time on 6 July 2020 and the closing date and time is 11:59pm UK time on 19 July 2020 (the “**Competition Period**”). Any entries received outside the Competition Period will not be considered for the Competition, even if they appear to be registered.

To enter: you must visit the MCFC website and complete the online entry form which can be found at <https://www.mancity.com/shb>.

On the form, please provide the following:

- email address;
- phone Number;
- team Name;
- text Box – Tell us about your football team and why you deserve to win; and
- image upload – upload an image of you and your teammates.

### **3. Other Conditions for Entry**

Only one entry is permitted per person for each Competition.

The following entries are not valid entries: (i) entries which do not meet any eligibility or entry requirements as set out in these Competition T&Cs (ii) entries submitted using a method or technique designed to unfairly increase chances of winning; (iii) third party or bulk entries; (iv) entries made in breach of these Competition T&Cs; (v) entries with inappropriate, illegal or offensive content; (vi) entries received outside the Competition Period; (vi) dishonest entries.

The Club may verify the validity of entries, disqualify any entrant and invalidate or recover prizes issued to an entrant following breach of these Competition T&Cs or if your conduct is contrary to the spirit or intention of the Competition. The Club deals with such prizes at its discretion.

No responsibility can be accepted for (i) any incorrect, inaccurate or incomplete entries or information caused by an entrant or occurring during transmission or (ii) entries not received for whatever reason, including for entries lost, delayed or corrupted, or due to computer error in transit.

**For user generated content competitions:** Entries must be the original work of the entrant and not previously published anywhere else. Entries must not contain anything defamatory, obscene, illegal or otherwise

inappropriate as may be deemed by the Club. The image you upload must not contain any of the following: (i) trademarks or company names (ii) slogans, tag lines, branding, marketing or promotional products, services or images of companies (iii) images of, or the name or nickname of, celebrities, musicians, sportspersons, entertainers, public figures, film stars, cartoon characters, members of the royal family or other famous people (iv) contact information (v) political statements or images relating to ethnicity or religion (vi) images of flags (vii) images, signs, symbols or text relating to money, currency, drugs, tobacco, alcohol, gangs, hatred, graffiti, betting, gambling, or financial products and services (viii) provocative, lewd or sexual images or content (ix) nudity (x) offensive, anti-social or obscene material (xi) any reference to the Olympic Games, World Cup or any other international branded event or (xiii) weapons.

The Club reserves the right to reject any name, photograph or text it considers inappropriate or offensive.

#### **4. Selecting a Winner**

Entries shall be judged based on the following judging criteria: how well your written paragraph convinces the judges that your club should win the Competition. The best entries will be original, engaging and well written. All entries will be verified by the Club and/or its agents.

The winner(s) will be notified within 14 days by email following the closing date. In order to accept the prize, the winner(s) will be required to communicate their acceptance to the Club by email within 5 days of being offered the prize. The Club may require the winner(s) to communicate their acceptance to the Club on less notice if reasonably necessary (prior to a matchday). Reasonable efforts will be made to contact the winner(s). If the winner(s) cannot be contacted or if the winner(s) fails to communicate their acceptance of the prize to the Club within 5 working days of being contacted by the Club, or is unable to comply with these Competition T&C's, the Club reserves the right to offer the prize to the runner(s)-up selected by the same judges. The Club's selection of the winner(s) is final.

#### **5. The Prize**

The prize will be a package of footballing equipment for your club which includes (but is not limited to):

- footballs;
- training bibs;
- a ball pump;
- water bottles; and
- training cones.

(together the "Prize")

There are 50 of the above packages available for 50 different clubs.

No cash alternative to the Prize will be offered. The Prize is non-refundable, non-transferable and cannot be offered for sale. Prizes are subject to availability and we reserve the right to substitute any prize with another of equivalent value without giving notice. In the event of a prize being unavailable, the Club reserves the right to offer an alternative prize of equal or greater value. The Club reserves the right in its sole discretion to withhold delivery of the Prize until proof of eligibility and/or identity requested by the Club has been confirmed and if such proof is not produced on request to disqualify the entrant from the Competition. The winner is responsible for ensuring they are able to comply with these Competition T&Cs. In the event they are unable to do so then the Club reserves the right to redraw the Prize.

The winner is responsible for their own expenses and arrangements not specifically included in the Prize including travel, accommodation expenses, insurance and any necessary travel documents, passports and visas.

The Club is not liable for delayed or non-delivery of prizes for any reason beyond its control, including but not limited to loss or theft in transit or any failure by you to accept delivery of a prize for any reason.

If the winner has a physical or mental impairment which would inhibit their ability to enjoy/ make full use of the Prize then the Club asks that the winner makes this clear to us when he/she claims the prize so that the Club can consult with the winner well in advance and seek to make such reasonable adjustments as are practical and within our control, based on the circumstances to ensure the winner can enjoy the Prize to the fullest extent. Where this is not possible, the Club will provide the winner with an alternative prize of equal value.

## **6. Publicity**

The Club reserves the right to publish any or all entries (including parts of entries) and publication does not necessarily mean the entrant has won a prize.

The winner(s) agrees to participate in reasonable publicity relating to this Competition, including but not limited to having their name, photograph and disclosure of county of residence published with their entry and used for future promotional, marketing and publicity purposes in any media worldwide without notice or without any fee being paid and will co-operate with any other reasonable requests by the Club relating to any post-winning publicity. No fees shall be payable to any entrant in relation to their entry in any Competition or any publicity relating to the Competition.

## **7. Intellectual Property**

The Club does not claim any rights of ownership in your entry. As such, entrants will retain ownership of the copyright in their submitted entries and, subject to any license granted to the Club, you will also have the right to use your entry however you choose.

By submitting your entry to the Club you hereby grant to the Club, and parties authorised by the Club, an irrevocable, perpetual, non-exclusive, royalty free, transferrable license (with the right to sub-license) to use, edit, reproduce, play, perform, modify, translate, distribute, prepare derivative works of and/or to display your entry (or part thereof) at the Club sees fit in any medium or method (whether now or later developed) to be exercised in the Club's sole discretion throughout the world.

You hereby irrevocably and unconditionally waive any so-called "moral rights of authors" in your entry and such rights under section 77 and section 80 of the Copyright Designs and Patents Act 1988, or similar rights arising under the laws of any jurisdiction, as you now have or hereafter acquire in relation to your entry.

## **8. General**

The Club's decision is final and binding. No correspondence will be entered into. Entry implies acceptance of these terms and conditions.

The Club reserves the right to hold void, suspend, cancel or amend the Competition at any time as it sees fit and if voided, suspended or cancelled the Club is under no obligation to deliver the Prize to any Competition entrant.

To the extent permitted by law, the Club is not liable for any loss, damage, injury or disappointment suffered in connection with the Competition or any delays or failure (in whole or in part) to perform any of its obligations if such delay or failure is caused by something beyond its control.

The Club will not be held responsible for the winner and/or companion not taking advantage of the Prizes due to health or any other reason.

The Competition and these Competition T&Cs will be governed by English law and any disputes will be subject to the exclusive jurisdiction of the courts of England and Wales.

The Club's Customer Services team may be contacted on +44 161 444 1894. The promoters are: Manchester City Football Club Limited (company no. 40946) whose registered office is at Etihad Stadium, Etihad Campus, Manchester M11 3FF and Saigon — Hanoi Commercial Joint Stock Bank whose registered office is at 591 Preah Monivong Blvd (93), Phnom Penh, Cambodia.

## 9. **Personal Data**

All Personal Data will be held and used by the Club in accordance with the Club's privacy policies (which can be found at <https://www.mancity.com/common/privacy>) and in accordance with data protection legislation. By entering a Competition, you agree to the collection, retention, usage and distribution of your personal information in accordance with the Club's privacy policy. We may also use the information you provide to verify your age and identity.