

# Terms and conditions #RSASmilingGuard competition

## Official Rules for United Arab Emirates

Please review the Terms and Conditions carefully. If you agree to be bound by all of the Terms and Conditions set forth below, click the box to accept Terms and Conditions. If you do not agree to be bound by all of the Terms and Conditions set forth below, you will not be entered to participate in the "RSA Smiling Guard" competition (the "**Competition**").

### 1. Eligibility to Enter the Competition:

- To be eligible to enter the Competition you must:
  - (a) Be a citizen or resident of the United Arab Emirates throughout the duration of this Competition;
  - (b) Be 18 years of age or older or at least the minimum legally required age and have a legal capacity to be subject to these Terms and Conditions;
  - (c) Provide proof of identity, citizenship and residence in the form reasonably required by RSA upon request; and
  - (d) Fill in the requested mandatory information providing clear information related to yourself.
- This Competition is open to all, except for all employees or any individual professionally connected to the RSA.
- RSA and Face to Face ("**F2F**") employees or members of their immediate family, contractors or agents are not eligible to participate in the Competition.
- RSA reserves the right to verify the eligibility of all Contestants at any point in time.
- These Terms and Conditions apply to any users of the Competition.

### 2. Entrance to the Competition:

To enter the competition the user need to:

1. Visit the RSA Smiling Guard Activation at Dubai Festival City Mall.
  2. Register your details with the RSA hostess
  3. Take a photo with or of the #RSASmilingGuard
  4. Upload the photo using any social media channel (Facebook, Instagram, Twitter) and add the hashtag #RSASmilingGuard. When uploading to Facebook or Instagram, please ensure you set the photo audience to Public.
  5. The winner will be announced on our Facebook page
- Entry to the Competition is open from October 10<sup>th</sup> 2017 (the "**Start Date**"), ends on October 17<sup>th</sup> 2017 (the "**End Date**") and the period of the Competition will be known as the "**Competition Period**". Contestants may enter the Competition at any point during the Competition Period.
  - RSA reserves the right to accept any entry and to disqualify any Contestant once accepted and/or the Winner (the "**Winner**") if it has reasonable grounds to believe that the Contestant has breached the Terms and Conditions herein. Non-compliance with the Terms and Conditions of this Competition will automatically disqualify the Winner from availing the Main Prize or the Runner-up Prize (as defined below).
  - In the event that the Contestant is disqualified from the Competition or is unreachable where the Contestant is a Winner, RSA may use its sole discretion to appoint a new Winner. Any new Contestants selected in such an event shall be subject to these Terms and Conditions.
  - Each Contestant may enter the Competition only once for the chance to win the Prize.

- The Contestant who wins the Main Prize agrees and will have to visit London where she/he will be filmed and photographed. If the Main Prize Winner does not comply with any of the aforementioned, she/he will be disqualified from the Competition and a new Winner will be chose at the sole discretion of RSA.
- RSA reserves the right to reject any photo submission and not include it in the random draw if:
  - The photo is offensive in anyway.
  - The photo is irrelevant
  - The photo is not of the RSA Smiling Guard
  - The photo is not compliant within the UAE rules (terms and conditions)

### 3. Prize:

- The Main Prize”) is a trip for x2 people to London, England (return tickets):
  - Tickets are valid to travel before May 2017
  - The prize include 2 adults tickets (18+) above
  - RSA is not responsible for any visa process or submissions
  - The tickets will be on economy class for the Prize contestant winner and their guest
  - The Prize is non-transferable and not redeemable for cash value
  - RSA reserves the right to choose which airline carrier the tickets will be on
  - It will be a direct flight (non-stop)
  - This prize voucher needs to be redeemed minimum 30 days prior to the travel departure date.
- The Winners of the Prizes will be eligible to win only 1 (one) time throughout the competition.
- All additional costs will be handled by the Winner.
- Prize collection details will be communicated to the Winner. RSA shall not be responsible or liable for any late, lost, misdirected notification or for the Winner’s unsuccessful efforts to claim a Prize or for any defects in the Prizes including individual issues with individual travel restrictions or visas.
- Prizes are tax paid, non-transferable and cannot be assigned or redeemed for cash, and no substitutions are permitted except by RSA who reserves the right, at its sole discretion, to substitute a Prize of equal or greater value if advertised Prize is unavailable.
- Any taxes (including income and withholding taxes) on a Prize awarded directly to the Winner are the responsibility of the Winner as per the tax laws for the United Arab Emirates.
- Prizes are subject to change at RSA’s sole discretion without notice.

### 4. Winning Criteria:

- The winners will be decided randomly by performing a random draw of all the valid submissions to the hashtag #RSASmilingGuard using any social media channel.
- The winner will be announced on our Facebook page
- Winner will be notified via Email, Facebook, Instagram or Phone and Prize will be couriered to individuals or winners can pick it up – to be decided between winner and RSA.
- Winners will be asked by the organizers to take a photo of the ~~P~~ prize and The Promoter will hold the right to use the photo on social media.

- All Imagery used will remain the property of RSA
- The Winner must be a valid Contestant at the time of winning the Competition.
- Determination of the Winner shall be noted in a document signed by RSA or its agent/representative.
- The Winner will be asked to provide her/his details to claim their prize.
- RSA has an exclusive right to reschedule the date it picks the Winner.
- All decisions of RSA in relation to the Winner will be final and binding. RSA shall not engage in any correspondence with the Contestants in the event of a dispute regarding the Winner.
- The Winner agrees to complete and execute any documentation required by RSA, its representatives and affiliates or anyone on their behalf in order to give effect to their Prize, including but not limited to certificate/affidavit of eligibility, publicity release and a travel information and liability release or any other document as requested by RSA at its sole discretion. Failure by the Winner to return completed documents within the time specified by the relevant requests of RSA or failure to execute any other obligation specified in the present rules or requests of RSA may result in disqualification and the prize being awarded to the next Contestant chosen at random.
- The Winner will have 5 (five) working days to respond to the prize notification. If there is no reply or confirmation after 5 (five) days, the individual forfeits the prize and the Competition organizers will have the right to choose an alternative Winner. To claim the prize, winning Contestants must present a valid government-issued ID for identification.

#### **5. Additional Conditions for the Prize Winner:**

- The Prize will be forfeited if:
  - The Winner does not have the right, at the time of being notified as the Winner or by the date the trip is booked, to re-enter UAE
  - The Winner has not executed any obligations or has not met any requirements under the present rules.
- The Winner is responsible for obtaining all the necessary travel documentation including passports and visas or other required documentation for travel to and from the home country of residence to the United Kingdom.
- The Winner must not have any medical, legal or any other reason that would prevent him or her from availing the Main Prize.
- The Winner is responsible for obtaining any travel insurance (and all other forms of insurance) that he or she may wish to obtain at her own expense and hereby acknowledges that RSA has not and will not obtain or provide travel insurance or any other form of insurance.
- The Winner is bound by the terms and conditions of all airlines, hotels and other third party service providers used in connection with the Prize.
- RSA is not responsible if tickets or other documentations are lost, stolen, or misplaced by the Winner or if booked transportations are missed for any reason, and they will not be replaced by RSA.
- All other expenses not stated herein as part of the Prize are the Winner's sole responsibility.

## 6. Competition Entities:

The Competition is sponsored by Royal and Sun Alliance Insurance (Middle East) B.S.C.(c) referenced throughout this document as "RSA" and administered by Face to Face.

## 7. Limitation to the Use of the campaign landing page and digital assets

This Competition is developed for the purpose of entertainment, fun, information and communication without any charges to the Contestants. RSA will not tolerate the abuse of this competition and the Contestant will therefore not, and will not, allow any third party to:

- Violate any rights of any person or entity;
- Remove, obscure or change any copyright, trademark, hyperlink or other proprietary rights notices contained within the landing page;
- Collect any information about other Contestants of the competition channels or interfere with other Contestant's enjoyment of the competition in any way;
- Use the competition digital presence for any commercial goal; and
- Use this website for any illegal, unethical or obscene purposes or any purpose that is not in connection with the objective of the Competition and in line with these Terms and Conditions.

## 8. User Content:

The Contestant represents and warrants that he or she owns or controls all of the rights to all of the content uploaded on to the social media channels in connection with this Competition.

## 9. Use of name and likeness:

The Winner of this Competition hereby grants RSA and its licensees, respective affiliates, Competition partners, and third party marketing entities, at no cost and without the need of any of the Winners authorisation, the unconditional perpetual right and authority to use, publish and broadcast anywhere in the world at any point in time, for any purpose in association with this Competition and in any publicity and public relations about the Competition and media (including internet sites, mobile, television, radio and press) ("**Competition Publicity**"); their name, image, photograph, video footage or audio record taken of them (where applicable), biographical data, testimonial, or other likeness and/or prize information or personal exposition (and/or any edited portion thereof). By accepting the prize the Winner agrees to appear in all media coverage related to this Competition.

## 10. Intellectual Property:

The Contestant acknowledges that all copyrights, trademarks, logos, and other intellectual property rights in the artwork, graphics, text, video and audio clips and other content available on this website (the "**Content**") are owned by RSA or used with permission and the Contestant hereby agrees that he or she will not reproduce or otherwise use any such intellectual property rights, in whole or in part, for any reason whatsoever.

## 11. Indemnity:

The Contestant will indemnify and hold RSA and F2F, their subsidiary and affiliate entities and the employees, officers, directors and representatives of each harmless (including costs and attorney's fees) from any claim or demand made by any third party due to or arising out of access to or use of the landing page or social media channels, the violation of the Terms and Conditions, or the infringement of any intellectual property or other proprietary right, by the Contestant or any third party using the Contestant's account. The Contestant's obligation under this indemnity may not be offset against any

other claim. The Contestant is solely responsible for all content he or she uploads, posts, e-mails, transmits, or otherwise disseminates in using, or in connection with, the landing page or social media channels.

## **12. Amendments:**

RSA reserves the right at its sole discretion, without any prior notice, to suspend, cancel, terminate or modify any feature of the Competition including, but not limited to, content, hours of availability, and equipment needed for access or use without advance notice and to re-commence the Competition in its sole discretion and upon Terms and Conditions deemed reasonable by RSA.

## **13. Force Majeure:**

RSA may cancel, modify or suspend the Competition should a virus, bug, computer problem, unauthorized intervention or other causes outside the RSA's reasonable control corrupt the administration, security or proper play of the Competition, or by any force majeure, any actions, regulations, orders, or requests by any governmental or quasi-governmental entity, equipment failure, including overloading of a website due to excessive uploads, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, war (declared or undeclared) fire, flood, epidemic, explosion, unusually severe weather, hurricane, embargo, labour dispute or strike (whether legal or illegal), labour or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other similar or dissimilar cause beyond RSA's sole and reasonable control. In the event of termination, RSA reserves the right, at its sole discretion, to determine the prize and/or the Winner from among all non-suspect, eligible entries received from each country up to time of such action using the judging procedure set forth herein.

## **14. General:**

- By entering the Competition, the Contestant represents, warrants and agrees that he or she has read and understood these Terms of Conditions and the Privacy Policy and agrees to be bound by them. Non-compliance with the Terms and Conditions of this Competition will disqualify the Contestant from availing the prizes.
- By entering this Competition, each Contestant agrees that her/his personal data received by RSA and F2F in accordance with the provisions of these terms may be processed for the purpose of the Competition.
- Each Contestant hereby acknowledges and agrees that the relationship between the Contestant and RSA and the Competition affiliates is not a confidential, fiduciary, or other special relationship, and that the Contestant's decision to participate in the Competition does not place RSA and the Competition affiliates in a position that is any different from the position held by members of the general public with regard to elements of the Contestant's participation, other than as set forth in these Terms and Conditions.
- By registering and participating in this Competition, the Contestant accepts that any dispute in relation to their participation in this event will be subject to the laws of the relevant country and the Contestant agrees to submit to the exclusive jurisdiction of the courts of the country they are in.