

# Terms and Conditions

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## Definitions

COMPETITION:	The Competition operated by the Organisers to which these Terms and Conditions Apply.
COMPETITION WEBPAGE :	The page of the Organisers' website at <a href="https://www.winhousesinitaly.com">https://www.winhousesinitaly.com</a> that gives details of the competition.
ENTRY:	The answer/s submitted to the Question/s and any fee paid by the entrant
ENTRANT:	Any natural person of the age of 18 years or more or any legal person, including a limited company, partnership or limited liability partnership, who enters the Competition by answering the question/s and paying any entry fee.
ENTRY FEE :	The fee specified on the competition webpage.
MINIMUM NUMBER OF ENTRIES :	12,000
ORGANISERS :	Letterbox Redd Ltd on behalf of the Property Owner
PRIVACY POLICY :	The policy in force by the Organisers to protect the privacy of entrants. Copies of the policy may be obtained by contacting the Organisers.
THE PRIZE :	The property at : Apt. 23 FRAZIONE DI COLLEOLI STRADA COMUNA SNC, PALAIA (PI). Building Cadastre of the Municipality of Palaia (PI) sheet 17, plot. 83, sub 55 cat. A/2, cl. Fully furnished
THE ALTERNATE PRIZE :	65% net of the entry fees that have been received from paid entries into the competition.
QUESTION/S:	The Question/s which the Entrants must answer correctly to obtain an opportunity to win the Prize/s.
WINNER:	The Entrant or entrants who will receive a Prize in accordance with these Terms and Conditions.
OPENING DATE:	The date specified on the competition webpage
CLOSING DATE:	24 <sup>nd</sup> January 2023 at 23:59 GMT on that day.

## 1. General

1.1 By answering the question/s and paying any entry fee, Entrants accept that they have read and agreed to these Terms and Conditions.

1.2 The Organisers reserve the right not to include any entry in the competition if there are reasonable grounds to believe the Entrant has acted in breach of any of these Terms and Conditions.

1.3 The Competition is open only for entry to individuals who are at least 18 years of age, but excluding ; the Organisers, the Organisers' immediate family, agents, employees and professional advisers ; any person resident, normally resident in, or a sole citizen of, a country with which UK or Italian law prevents financial transactions and any person subject to ongoing bankruptcy proceedings, undischarged bankrupts, or any person who has entered into an Individual Voluntary Agreement.

1.4 Every entrant must create a personal account on the Competition Webpage before they are able to enter. Creating an account is free. Account details must not be shared with any other person.

1.5 By entering the Competition, Entrants warrant that all information that they submit is accurate, true, current and complete and that there is no impediment to them holding the title to the property.

1.6 Where any entry is discounted or disregarded by any term or condition of the competition, any entry fee will not be refunded, save at the Organisers' absolute discretion or in accordance with the law.

1.7 By entering into the Competition, all Entrants acknowledge that their payment of any entry fee and/or completion of the question/s does not in any way guarantee that they will win a prize.

1.8 The Organiser will send receipt of any payment to every entrant within 48 hours of receipt of a valid paid entry. Such confirmation and receipt may be either in printed or electronic form.

1.9 Any payment for entry will only be accepted in Pounds Stirling.

1.10 All entries to the competition and correspondence with the Organisers must be in the English language.

1.11 Only complete Entries will be entered into the Competition. For the purpose of this term, "complete" means that the entrant has given an answer to each of the question/s, given full and accurate contact information including their full name, postal address, email address, telephone number, date of birth and paid any entry fee if applicable.

1.12 Entrants recognise and accept that although the Competition website may carry references to a draw or raffle where more than one person correctly answers the question/s, the Competition is a Prize Competition for the purposes of the Gambling Act 2005. The competition does not require a licence from the UK Gambling Commission, not least as a free entry route exists.

1.13 Entrants agree that the normal requirements under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 for any goods and services ordered online will not apply to this Prize Competition. By entering the Competition, Entrants give express consent that the right to cancel is lost.

1.14 These terms and conditions are the intellectual property of LSL solicitors. No part may be copied, reproduced or redistributed without the written consent of LSL or the Organisers except as provided for by law or in the course of legal proceedings related to the Competition.

## **2. Contact Details**

2.1 All entrants must provide the Organisers with contact details, including full postal address and telephone number by registering an account through the Competition Website. Entrants must ensure that where a change of contact details occurs between the time of entering the competition and the winner being announced, this change is notified to the Organisers as soon as is reasonably practicable.

2.2 The Organisers reserve the right to exclude any entry from the competition where any contact information is inaccurate or invalid.

2.3 The Organisers are in no way liable for any failure or inability to make contact with any Entrant due to any errors, omissions, inaccuracies or changes in the contact details provided by the Entrants.

2.4 The Entrants and the Organisers agree that the Organisers may use contact details and other data, including personal data as defined by the Data Protection Act 2018 or the EU General Data Protection Regulation, supplied by the Entrants to the Organisers in order to conduct the Competition according to these Terms and Conditions.

2.5 Entrants authorise the Organisers to record their personal details on its database and to use the information in accordance with the provisions of the Data Protection Act 1998 and subject to the terms of the Privacy Policy.

2.6 Entrants information may be kept on computer servers within the European Union. If at any point information is stored on computer servers outside of the EU the Organisers will select only countries which are either approved for this purpose (under Article 45 of the General Data Protection Regulation or 'GDPR') or are located where the Organisers are content that the safeguards in place in that country to protect an Entrant's information are appropriate (under Article 45 of the GDPR).

2.7 The Organisers will not use an Entrant's personal information to make 'automated decisions' which affect an Entrant, other than as necessary for determining a Winner.

NB : If an Entrant has a complaint about how personal information is being used which has not been able to be addressed please note that it may be able to make a complaint to the Information Commissioner's Office (ICO) directly. If an entrant has concerns over the way that data has been handled, please contact the Organisers at PO Box 9586, Poole, Dorset, BH14 4GN

2.8 The Winner agrees to allow the Organisers to display his or her name, photograph and town of residence on the Competition Website and/or associated social media accounts and in any subsequent publicity for a period of no more than 5 years from the close of the competition.

2.9 The Entrants and the Organisers agree that the Organisers may (either by choice or at the request of a third party) also disclose this information to relevant third parties for the purposes of the prevention of fraud, money laundering, legal or other financial or regulatory reasons.

2.10 Entrants warrant that by entering the competition they do not contravene any laws of their country or area of residence. The Organisers will not be liable in any way if an Entrant enters the Competition unlawfully.

2.11 If any entry is made by a person excluded by virtue of the provisions of these terms and conditions, their entry will be disregarded and no refund of any entry fee will be due.

### **3. The Prize**

3.1 The purpose of entering the Competition is to win:

- a. The title, with vacant possession, of the Property. The Property Owner will pay for conveyancing costs incurred by the Winner, up to a maximum of £5,000 and any taxes or duties that may be due upon the date of completion, up to a maximum of £10,000;
- b. Flights for two people to Italy Including accommodation & car hire for 2 nights;

c. 2 years condominium fee's up to a maximum of €15,498.

3.2 Any travel expenses, disbursements or any other costs incurred by the winner and/or their guests before, during, or after the award of the Prize, except as stated as forming part of the prize itself, including (but not limited to) spending money, travel or health insurance, transportation costs, excess baggage costs, vehicle parking, visas, inoculations, optional activities, incidental costs, taxes or fees relating to visa or travel authorisation requirements, shall be the sole responsibility of the winner and/or their guests.

3.3 Entrants recognise and accept that in order to win the property, the minimum number of paid entries must be achieved.

3.4 The Organisers do not in any way guarantee the value or condition of the Prize or the final value of the Alternate Prize.

3.5 In the event that the Minimum Number of Entries is not achieved, the prize will consist of the Alternative Prize.

3.6 Entrants are advised to review the website from time to time to check the Alternate Prize.

3.7 The Alternate Prize will not diminish in value during the period of the competition.

## **4. The Competition – How to Enter**

4.1 To become an Entrant into the competition with a chance of winning a prize, entrants must correctly answer the question/s and pay any entry fee. The website will not indicate whether the question/s has/have been answered correctly or incorrectly. No question that is answered incorrectly will win a prize.

4.2 Entrants may enter the Competition for free by sending an unenclosed postcard by First Class Post to PO Box 9586, Poole, Dorset, BH14 4GN. The postcard must bear the Entrant's name, address, date of birth, telephone number and email address, along with the answer to the question. The postcard must not be enclosed in an envelope or other packaging and the Entrant must retain a proof of posting for that specific entry. Only one entry will be accepted per postcard. Any postcard received which does not comply with the foregoing requirements will be disregarded. Mechanically/computer generated postal entries will not be accepted.

4.3 Postal entries must be received within 3 working days from the date of completion of the competition.

4.4 Postal entries are not included in the Minimum Number of entries but will have an identical chance of winning any prize.

4.5 All communications, including electronic and paper entries, concerning the competition will become the property of the Organisers once the entry has been confirmed and will not be returned.

4.6 All Entry Fees will be maintained in a bank account held by the Organisers until the Winner of the Competition has been determined. The funds in this account will not be used for any purpose that is not associated with the operation of the competition.

## **5. Close of competition**

5.1 If, at the closing date, the number of Entries to the Competition is less than the Minimum Number of Entries, the Competition will close.

5.2 If the Minimum Number of Entries is attained, the competition will close and any valid postal entries received up to three working days after the close will be included in any selection of the Winner, provided that the posting date is no later than the day that the competition closed.

5.3 If the number of non-postal entries is equal to or greater than the Minimum number of entries, the Prize will be awarded.

5.4 If the number of non-postal entries is less than the Minimum number, the Alternate Prize will be awarded.

## **6. The Competition – Awarding the Prize**

6.1 The process to determine the Winner will begin four days after the closing date and a final decision will be made within 28 days of that date.

6.2 The Organisers' decision is final and no correspondence will be entered into about the result of the Competition following the determination of the Winner.

6.3 In the event that more than one Entrant gives the correct answer/s to the competition question, the Organisers will arrange for a draw to be conducted from all of the valid entries with the correct answer, using a random number generator that has been verified as appropriate for use.

6.4 The Organisers will hold a live stream of the draw adjudicated by LSL Solicitors and will announce the identity / ticket details of the Winner during a live stream. A Winner must communicate acceptance of the prize within 14 days of being sent such a confirmation by the Organisers. If no confirmation of acceptance is received within 14 days of notice being given to the Winner, the Organisers shall be entitled to award the Prize to another entrant (The Alternate Winner). The Alternate Winner will be selected by drawing another entry at random in the same method as described above. The Alternate Winner shall have 5 days from notification by the Organisers to communicate their acceptance of the Prize. This paragraph shall also apply in the case that the Alternate Winner cannot be contacted.

6.5 The Winner agrees to use best endeavours to ensure that the transfer of title occurs as swiftly as possible and must co-operate with the Organisers in the arrangements for such.

6.6 The Winner agrees to allow photographs to be taken of them and the prize, with such to be used at the discretion of the Organisers for publicity purposes connected with future competitions for a period of 12 calendar months from the date of the close of the competition.

6.7 In the event that the Winner does not accept the prize within a period of 14 days from the date of being informed of the winning status, the Organisers may award the prize to another entrant using the process described at 6.3. This paragraph shall also apply if the Winner is or becomes ineligible to win the prize, fails to comply with the terms and conditions, or cannot proceed with completion on the house within 3 calendar months from the date of the draw.

6.8 The Organisers reserve the right to cancel the Competition at any time either before or after entries have been sold. If the Competition is cancelled other than in the circumstances described at 7.10 below, the Organisers will return the Entry Fees to each Entrant (either by bank card refund or by cheque and in one combined payment where several entries have been made by an Entrant), or at the absolute discretion of the Organiser, the Alternative Prize shall be awarded.

6.9 Notwithstanding anything contained within these terms and conditions, the Organisers reserve the right to refuse to accept or consider an entry where the Organisers consider it prudent to do so in the interests of preventing crime, protecting

vulnerable persons or promoting social responsibility. Any refund of entry fees will be solely at the Organisers' discretion where an entry is refused under this paragraph.

6.10 Where an Entry Fee is returned for whatever reason, the Organisers shall have no further liability to the Entrant or to any other person.

6.11 The Winner agrees to provide a copy of their passport or driving licence (or equivalent ID) to confirm their identity.

6.12 The Winner may be required to travel to the Promoter's solicitors offices in order to sign a transfer deed to transfer the property into the Winner's name.

## **7. Limitations**

7.1 The Organisers make no representation or warranty as to the Valuation or the Prize, the physical or cosmetic condition or its ability to be re-sold. Entrants should make and rely on their own enquiries and legal advice about the Prize before entering the Competition.

7.2 Save for death or personal injury the Organisers, their servants or agents will not be liable for any loss (including economic loss) suffered to or sustained by any person or property as a result of any act or omission of the Organisers, their agents or servants.

7.3 The Organisers accept no liability for errors or omissions contained within the Prize details, description or specification or any other part of the Website. It is the responsibility of each Entrant (and in particular the Winner) to satisfy him/herself as to the accuracy of any such details and/or any content of this website.

7.4 The Organisers will not be liable for any loss suffered by an Entrant as a result of incomplete entries, delayed or failed communications or for any loss suffered as a result of use of the Website or social media platforms.

7.5 The Organisers do not accept responsibility for entries which they do not receive due to failures in computer systems, other malfunctions, high Internet traffic, hardware failure, software failure, server faults or any other reason. It is the responsibility of Entrants to contact the Organisers if they do not receive the combined confirmation E-Mail and receipt as described above within 5 days of the submission of any Entry.

7.6 These competition rules shall not create or be construed as creating any form of contract, joint venture or other agreement between any Entrant and the Organiser.

7.7 An entry shall be declared void (without any refund being given) if the entrant engages in: (a) any form of fraud, whether actual or apparent; (b) fraudulent misrepresentation; (c) fraudulent concealment; (d) hacking or interference with the proper functioning of the website, any software utilised by the Organisers or any data that is held in association with the competition; or (e) amending, or unauthorised use of, any of the code that constitutes the Website.

7.8 The Organisers accept no responsibility for any changes in the Winner's personal financial position or circumstances following the Property Transfer, including but not limited to the reassessment of any welfare or state benefits or tax credits, or any income or asset based liability to any third party. The Organisers are not liable for any taxes, fees or payments due of any kind that the Winner may be liable to pay on receiving the Prize other than those specifically set out in these terms and conditions. Entrants should make and rely on their own enquiries and legal advice about the Prize before entering the Competition

including reviewing any travel advisories or guidance published by the governments of either the country of residence and/or the destination country. The organisers accept no responsibility should the prize winner and/or their guests be unable to benefit from the prize due to:

- a. The winner and/or their guests failing to hold or obtain in sufficient time a valid, current passport accepted by their country of residence or the destination country, or failing to obtain any necessary visa or travel authorisation;
- b. The winner and/or their guests being subject to any impediment, order, restriction or requirement (either temporary or permanent) that does not permit them to leave either their country of residence or enter the destination country;
- c. The winner and/or their guests being refused boarding or passage by any airline or other transport provider or any venue involved in the provision of the prize.

7.9 The Organisers reserve the right to amend these terms and conditions at any time and for any reason. Where any term or condition is modified, the Organisers will notify all entrants of the nature of the change by publishing them on the Competition website and by notification to any email or social media address that is registered on the Entrant's account. Any changes will not have effect until a period of 7 days has passed from the date of publication. Where any entrant reasonably refuses to accept any new term or condition, that person may withdraw from the competition by notifying the Organisers in writing no later than 7 days after publication of the notification of change. In such instances, the Organisers shall refund any entry fee that has been paid by the withdrawing Entrant.

7.10 In the instance of an occurrence caused by circumstances outside the reasonable control of the Organiser resulting in the cancellation or postponement of the competition or the award of a prize, including without limitation; an act of God, act of terrorism, material threat of an act of terrorism, fire, flood, explosion, civil commotion or disturbance, war, storm, earthquake, strike, lock-out, or other industrial action, insurrections or riots, pandemic or epidemic, change in law, prohibition or imposition of requirements by any governmental body, Entrants accept that any prize awarded may be delayed or withdrawn.

7.11 These Terms & Conditions have been written and are intended to be read in the English language. The Organisers are not responsible for any inaccuracies when using a translation App or any third party translator.

## **8. Application of law**

8.1 The Entrants and the Organisers agree that the Competition, its administration and all associated activities are governed by English Law and the Organisers and Entrants recognise that the County or High Courts of England shall have exclusive jurisdiction in the event of any dispute arising out of the Competition or its administration.

8.2 Service of documents may be effected by delivering them through first class post to the Organisers at :

Win Houses in Italy, PO Box 9586, Poole, Dorset, BH14 4GN

or to the Organisers solicitors:

LSL Solicitors, The Old Counting House, 82e High Street,

Wallingford, Oxfordshire, OX10 0BS. [www.lsl-law.co.uk](http://www.lsl-law.co.uk)

8.3 No arrangements for visitors exist at either address, except at the express discretion of the Organisers.

