

## Full Terms and Conditions

1. This Promotion is only open to legal residents of the United Kingdom aged 18 or over, excluding anyone professionally connected with this Promotion, including Northgate PLC employees and their families.
2. **Promotion Period:** Enter between 09.00 BST Friday 26th October 2018 and 23.59 GMT on Thursday 31st January 2019.
3. No purchase necessary; however, internet access and a valid email address are required.
4. **To Enter:** Click on the link to complete the quiz, then enter your email address and click to enter the prize draw.
5. Maximum one entry per person throughout the Promotion Period.
6. All entries must be received by the end of the Promotion Period to be valid and no liability is accepted for illegible, incomplete or late entries.
7. **Prize:** 1 x WEX UK fuel card with £1000 credit which can be used at participating Esso, Shell and BP fuel stations.
8. **Further Prize Details and Conditions:** The fuel card is subject to its own Terms and Conditions for use, please visit <https://www.wexeuropeservices.com/en-gb/terms-conditions/> .
  - a) The fuel card is offered to you as a prize, the fuel card is not a credit, charge or debit card. WEX remains the card owner at all times and by accepting the fuel card you acknowledge and agree to abide by WEX's standard Terms and Conditions to the extent that they apply to you as the cardholder.
  - b) The fuel card shall be valid for a period of 6 months from the date of issue and you will not be able to use the fuel card once it has expired. The fuel card is non-reloadable.
  - c) If, for any reason a transaction using the fuel card is processed for a greater amount than the available balance on the fuel card, you must repay the shortfall amount within 14 days of receiving an invoice from us. Should you not repay the amount within 14 days of receiving an invoice, we reserve the right to take all steps necessary, including legal action to recover any monies outstanding.
  - d) We may request that you surrender the fuel card back to us immediately at any time.
  - e) We may cancel the card at any time if we suspect or have reasonable grounds to suspect:
    - i. the fuel card is being used in an unauthorised or fraudulent manner,
    - ii. there is a break of any term in the Northgate Standard Terms and Conditions, these terms or WEX's Terms and Conditions,
    - iii. you or a third party has committed or is about to commit a crime or other abuse in connection with the fuel card.

- f) You should treat the fuel card as like cash in your wallet. If you lose the fuel card or it is stolen, then the credit on your fuel card may be lost in the same way. See FAQ if the card is lost, stolen, damaged or malfunctions.
  - g) If we need to investigate a transaction in which the fuel card is used, you must cooperate with us and/or any other authorised body if required.
  - h) Any liability on our part in connection with this agreement shall be subject to the following limitations and exclusions:
    - i. No warranty is provided express or implied, in relation to the fuel card. We shall not be liable for any loss or damage suffered by you save for to the extent that such liability cannot by law be limited or excluded. We shall not be liable for the failure of any retailer to process the fuel card or accept the fuel card. The sale of goods by retailers takes place under the exclusive responsibility of such retailers and you must lodge any claim relating to the sale of goods with such retailers.
    - ii. Our liability under this agreement for any claims relating to goods purchased by the fuel card is limited to the value initially placed on the fuel card.
    - iii. We are not liable for any loss of profits, loss of revenue or loss of opportunity or any consequential or indirect loss or damages incurred by you as a result of a claim.
    - iv. Claims by you are waived unless made by registered letter within 8 calendar days from the date of the event triggering the claim.
    - v. You shall indemnify and hold Northgate, its officers, employees and agents harmless in respect of any losses that are caused by or the result of from negligence or willful acts or omissions of you.
    - vi. Nothing in this agreement has the effect of limiting or excluding liability of us in respect of a claim arising as a result of the fraud, negligence, or wilful misconduct of us (but for the avoidance of doubt we shall not be liable in respect of a claim arising as a result of the fraud, negligence, or wilful misconduct by any third-party service provider) save to the extent that liability cannot by law be excluded, and provided that we shall in no event be liable for any consequential or indirect loss howsoever arising.
  - l) We shall not be liable for any failure or any delay in performance under this agreement arising from or in connection with any event that is not within our immediate control, including, but not limited to failure of network services and data processing systems.
9. The prize is non-transferable, is not exchangeable and has no cash or other alternative in whole or in part.
10. In the event of unforeseen circumstances, the Promoter reserves the right to substitute the prize for an alternative of equal or greater value.
11. Please allow up to 28 days for delivery of the prize from the date of winner acceptance. The prize will only be sent to an address in the country stated in clause 1.
12. The Promoter cannot be held responsible for any third-party products or services.
13. **Winner Selection:** All valid entries received by the Promoter during the Promotion Period will be entered into a prize draw to be conducted by an independent party within 3 working days after the end of the Promotion Period.
14. **Winner Notification:** The winner will be contacted via the email address provided upon entry within 3 working days of the end of the Promotion Period and will be required to respond to confirm eligibility plus acceptance of the prize within 14 days of initial contact. In the event a winner does not respond to communications within the 14 days of initial contact, the Promoter reserves the right to disqualify that winner. In the event

of the selected winner being disqualified, the Promoter reserves the right to allocate that prize to an alternative winner selected in the same manner.

15. The Promoter reserves the right to verify the eligibility of 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.
16. All entries must be made by the entrant themselves. Bulk entries made from trade, consumer groups or third parties will not be accepted. Incomplete or illegible entries, entries by macros or other automated means (including systems which can be programmed to enter), and entries which do not satisfy the requirements of these terms and conditions in full will be disqualified and will 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 Promotion in a way that is not consistent with the spirit of the Promotion, that entrant's entries will be disqualified and any prize award will be void.
17. No responsibility is accepted for entries lost, damaged or delayed or as a result of any network, computer hardware or software failure of any kind. Proof of sending will not be accepted as proof of receipt.
18. Your personal data will be held in accordance with all relevant data protection legislation currently in force. To view our Privacy Policy, please click here: <https://www.northgateplc.com/accessibility/privacy-policy/> . The Promoter will only use the personal details supplied for the administration of the promotion and for no other purpose, unless we have your consent.
19. The Promoter cannot accept any responsibility for any damage, loss or injury suffered by any entrant entering the Promotion or as a result of accepting or participating in any prize. Nothing shall exclude the Promoter's liability for death or personal injury as a result of its negligence.
20. If for any reason the Promotion is not capable of running as planned for reasons including but not limited to tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupt or affect the administration, security, fairness, integrity or proper conduct of this promotion, the Promoter reserves the right (subject to any written directions given under applicable law) to disqualify any individual who tampers with the entry process and to terminate, modify or suspend the Promotion.
21. If an act, omission, event or circumstance occurs which is beyond the reasonable control of the Promoter and which prevents the Promoter from complying with these terms and conditions the Promoter will not be liable for any failure to perform or delay in performing its obligation.
22. The winner may be required to participate in any reasonable publicity arising from the Promotion.
23. If you are the winner of the Promotion, you agree that the Promoter may use your name, image and county of residence to announce the winner of this Promotion and for any other reasonable and related promotional purposes.
24. The name and county of residence of the winner will be available by sending a self-addressed envelope to Marketing Department, Northgate, Northgate Centre, Lingfield Way, Darlington, DL1 4PZ which will be available 1 month after the close of the promotion for a minimum of 4 weeks.

25. By entering this Promotion, all participants will be deemed to have accepted and be bound by these terms and conditions.
26. The Promoter's decision is binding in all matters relating to this Promotion, and no correspondence shall be entered into.
27. In the event of a discrepancy between these Terms and Conditions and the details in any promotional material, the details these Terms and Conditions shall prevail.
28. The Terms and Conditions of this Promotion shall be interpreted and applied on the basis of English Law and the Courts of England and Wales shall have exclusive jurisdiction.

**Promoter:** Northgate Vehicle Hire Limited, Northgate Centre, Lingfield Way, Darlington, DL1 4PZ.

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