

SUPER COOL STUFF

TERMS AND CONDITIONS

1. Qualifying Persons

- 1.1. Super Cool Stuff is a Lily Black Service. Lily Black Limited is a company registered in England and Wales, Company number 5959720. The registered office of Lily Black Limited is 27 Old Gloucester Street, London, WC1N 3AX.
- 1.2. Super Cool Stuff ('SCS', 'Promoter', 'our(s)') operate skilled prize competitions resulting in the allocation of prizes in accordance with these terms and conditions on the website www.supercoolstuff.co.uk (the 'Website') - (the 'Competition(s)').
- 1.3. The Competitions are open to all persons aged 16 and over and the age of majority in their country of residence except the Promoter's employees or members of their immediate family, agents or any other person who is connected with the creation or administration of our Competitions.

2. Legal Undertaking

- 2.1. By entering a Competition the entrant ('Entrant', 'you', 'your(s)') will be deemed to have legal capacity to do so, you will have read and understood these terms and conditions and you will be bound by them and by any other requirements set out in any related promotional material.
- 2.2. Competitions are governed by English Law and any matters relating to the Competition will be resolved under English Law and the Courts of England shall have exclusive jurisdiction.
- 2.3. In the event that you participate in a Competition online via the Website, and by accepting these terms and conditions you confirm that you are not breaching any laws in your country of residence regarding the legality of entering our Competitions. The Promoter will not be held responsible for any Entrant entering any of our Competitions unlawfully. If in any doubt you should immediately leave the Website and check with the relevant authorities in your country.
- 2.4. These Terms and Conditions govern your use of the Website and the Services and supersede any and all prior agreements between you and us in respect of the same.
- 2.5. We may change these Terms and Conditions at any time in order to reflect changes to the Website and/or the Services, including additional products or services offered by us or a third party. We will publish any changes on the Website and it is mandatory that you frequently visit the website and review these Terms and Conditions so that you are abreast of revisions. Your continued use of the Website and the Services following a revision will be deemed as your acceptance of the revised Terms and Conditions. If any such change is unacceptable to you, you should not continue to use the Website and the Services.
- 2.6. It is your sole responsibility to review the Terms and Conditions and any amendments to them each time you use the Website and/or the Services.

3. Competition Entry

- 3.1. Competitions may be entered online via the Website.
- 3.2. Availability and pricing of Competitions and tickets is at the discretion of the Promoter and will be specified at the point of sale on the Website. 1+ 5+ 10+ and 20+ ticket price categories are available in the Dream Car Competition and will take into account the number of car tickets already purchased in a given Dream Car Competition week. Pricing will not be applied retrospectively to orders already completed.
- 3.3. **Your SCS Account(s)**

In order to enter a Competition, you will need to register an account with us.

- 3.3.1 You can register an account online at www.supercoolstuff.co.uk. To register an account online you will be asked to provide an email address or sign in via a social media account, such as Facebook, Twitter, Google or Instagram ('Social Media Account').
- 3.3.2 Please note that your email address or Social Media Account will also be the username that you use to log in to your account. Each account can only have one username attributed to it at any given time ("SCS Account"). Therefore, you cannot attribute multiple email addresses, or Social Media Accounts to your SCS Account. For example:
 - (i) You cannot have an email address and a Social Media Account attributed to your SCS Account.
 - (ii) You cannot have two or more email addresses attributed to your SCS Account. You can however, change your username for your SCS Account by logging into your SCS Account. For example, you can create your SCS Account using one email address and at a later date change your username for your SCS Account to another email address. However, if you create multiple accounts using different email addresses or Social Media Accounts, each username will be treated as a separate SCS Account.
- 3.4 When participating in a Competition online via the Website, follow the on-screen instructions to:
 - 3.4.1 Select the Competition(s) you wish to enter.
 - 3.4.2 When you are ready to purchase your Ticket(s), provide your contact and payment details. You will need to check your details carefully and tick the declaration at checkout, confirming you have read and understood the Competition terms and conditions;
 - 3.4.3 Once your payment has been confirmed we will email you to confirm the purchase of your tickets and update your account. Please note that when entering online you will not be deemed entered into the Competition until we confirm that we have received your entry by email.
 - 3.4.4 For each Ticket that you have purchased, you will need to complete a Spot the Ball Challenge onscreen, which shall operate as follows:
 - 3.4.4.1 You will be shown a football match photograph which will not contain a ball;
 - 3.4.4.2 Using all the information shown in the football match photograph displayed onscreen use your skill and judgement to correctly select the X and Y coordinates denoting the position you envisage the Adjudicators will decide is the most likely position for the centre of the ball if one had been present in the image;
 - 3.4.4.3 Click on the screen to correctly mark this position (you can see your position's coordinates on the screen). The computer will register this position as your entry into the Competition ('Spot the Ball Competition');
 - 3.4.5 You may repeat the process for the Spot the Ball Competition for as many entries as you wish to make, up to the specified limit. You can only determine one position for each Ticket.
 - 3.4.6 Once you click on proceed to confirm your position(s), we will send you an email to confirm your entry or entries. Your entries and position will also appear in your play history.
 - 3.4.7 Tickets are only valid for ninety (90) days from the date of purchase. We do not offer refunds or cancellations for any tickets issued.
 - 3.4.8 If your account is not updated after you have paid for tickets, contact customer support and refer to your email address, number of tickets purchased, time and date of ticket purchase and the last four digits of the card used or the full mobile number of the mobile money account used to purchase the tickets.

- 3.5 The Promoter reserves the right to refuse or disqualify any incomplete Entries if it has reasonable grounds for believing that an Entrant has contravened any of these terms and conditions.
- 3.6 To the extent permitted by applicable law, all Entries become our property and will not be returned.
- 3.7 **Dream Car Competitions:** Entries (tickets) are limited to fifty (50) per person, per Competition. Abuse of this limit will not be tolerated and if the Promoter has reasonable grounds to believe that an individual is exceeding this limit, for example by entering a Competition using multiple accounts, it reserves the right at its sole discretion to void any orders without compensation or to award any prize to the next closest entrant. In addition, if any person using a single account exceeds 50 entries in a single Competition for any reason, the Promoter reserves the right at its sole discretion, to void any tickets without notice firstly on a chronological basis with respect to orders, and then on a sequential basis with respect to ticket references contained within an order, so as to void any tickets exceeding the first 50 tickets entered into the Competition.

4. Promotion Periods

- 4.1. Each Competition will run for a specified period. Please see each Competition for details of start and end times and dates ('Promotion Period(s)').
- 4.2. The first promotion period ends once a minimum of 70 000 entries has been achieved. Thereafter, competitions will run weekly.

5. Competition Adjudication

- 5.1. The position of the centre of the ball will be determined after the close of the Competition by an independent Panel of Adjudicators (football experts appointed by the Promoter – the 'Adjudicators') using their football experience and in the presence of a qualified auditor and a representative from the Promoter ('Adjudicator's Position'). In certain cases and at the discretion of the Promoter, the position of the Adjudicator's Position may be determined by the Adjudicators before the Competition starts, and will immediately be encrypted and stored securely on our database.
- 5.2. Within forty eight (48) hours of the end of the respective Competition, the Adjudicator's Position will be computed against the database of coordinates to mathematically calculate which of the valid and eligible Entries received by the Promoter is closest to the Adjudicator's Position, and therefore the winning Entrant (the 'First Prize Winner') of the prize. The First Prize Winner will be the person who correctly identifies, or if no one is correct, who is closest to, the Adjudicator's Position. For the avoidance of doubt, distance will be measured by calculating the straight line distance from each valid and eligible Entry to the Adjudicator's Position ('Distance').
- 5.3. **Dream Car Competitions:** In the event that there are two or more Entrants with valid and eligible Entries that are equally close to or exactly match the Adjudicator's Position (each a 'Tie Break Entry'), the entrants to whom such Tie Break Entries belong, identified by their SCS Account (the 'Tie Break Entrants') will participate in a tie break mechanic to determine the First Prize Winner for such a Competition as follows:

- 5.3.1. **Tie Break Case 1** – in the event that each of the Tie Break Entrants has made multiple Entries to the Competition: in Tie Break Case 1 (TBC1), the other Entries to the Competition made by each Tie Break Entrant using the same SCS Account as their respective Tie Break Entry will be used to determine the First Prize Winner as follows - the First Prize Winner will be determined by calculating the Distance of the next closest Entry to the Adjudicator's Position (excluding the Tie Break Entry) ('TBC1 Entries') made by each Tie Break Entrant in that Competition ('Tie Break 1'). In the event that a single

Entrant has more than one Entry involved in a Tie Break, each Entry will be considered individually and eligible to be the next closest entry to each other. In the event that Tie Break Case 1 results in a tie break, the Tie Break Case 1 process will be repeated until there are no more TBC1 Entries to adjudicate. For the avoidance of doubt, it is not necessary for the Tie Break Entrants to have made the same number of Entries. However, judging under Tie Break 1 will cease when there are no longer sufficient TBC1 Entries to compare. For example, if the first Tie Break Entrant has made a total of 5 Entries and the second Tie Break Entrant has made a total of 10 Entries, judging will cease after a maximum of 4 rounds of Tie Break 1 because the first Tie Break Entrant has no further TBC1 Entries to compare. If a winner cannot be determined by using the Tie Break Case 1 process, such tied entrants ('TBC1 Tie Break Entrants') will participate in Tie Break Case 2 (defined in 5.3.2. below);

5.3.2. Tie Break Case 2 – in the event that one or more of the Tie Break Entrants has only made one (1) Entry to the Competition or in the event that Tie Break 1 results in a tie break: the Tie Break Entrants or the TBC1 Tie Break Entrants (as relevant) will be asked to take part in another Spot the Ball Competition using a new football photograph in order to determine a single First Prize Winner (the 'Tie Break 2'). Tie Break 2 will be entered and adjudicated on the same terms as the original Spot the Ball Competition and there will be no additional payment due. In the event that Tie Break 2 results in a tie break, the Tie Break 2 process will be repeated with the respective tied Entrants until there is a single First Prize Winner. In the event that a single Entrant has more than one Entry involved in a Tie Break, each Entry will be eligible for a separate Tie Break 2 Entry. If the Promoter is unable to contact one or more of the Tie Break Entrants or the TBC1 Tie Break Entrants (as relevant) for Tie Break 2, within three (3) days (which may be extended at the sole discretion of the Promoter) of identifying such Tie Break Entrants (or TBC1 Tie Break Entrants as relevant), Tie Break 2 will be concluded without that particular Tie Break Entrant or the TBC1 Tie Break Entrant (as relevant).

All Tie Break Entrants, including those that we were unable to contact will be automatically allocated a tie break prize in accordance with rule 7.1.5. Tie Break 1 and Tie Break 2, together referred to as "Tie Break".

5.4 Runners Up in the Dream Car Competitions will be chosen using the same process as set out in accordance with rules 5.2 and 5.3. 5.7 The First Prize Winner, the Runners Up, and the Tie Break Entrants are all referred to as 'Winner(s)'.

5.5 The Promoter will attempt to contact Winner(s) using the telephone numbers and email address provided at the time of Entry (or as subsequently updated) and held securely in our database. It is the Entrant's sole responsibility to check and update these details. If for any reason they are taken down incorrectly, the Promoter will not be held responsible. Entrants must carefully check their contact details have been recorded correctly.

5.6 If for any reason the Promoter is unable to contact a Winner within 5 days (which may be extended at the sole discretion of the Promoter) of the end of a Competition or the Winner fails to confirm acceptance of the prize or the Winner is disqualified as a result of contravening any of these terms and conditions, the Winner will forfeit the prize and it will be awarded to the Entrant with the next closest coordinates, as defined in the judging process. For the avoidance of doubt once the prize has been forfeited by the original Winner, Runners Up or Tie Break Entrants will have no further claims against the Promoter.

5.7 In the event that the Promoter closes a Competition early, the Winner will be selected from all valid and eligible Entries received by the Promoter prior to the date of closure, except that the Promoter reserves the right, at its sole discretion, to close a Competition early without selecting a Winner. In the event that a Competition is closed without selecting a Winner, the Promoter will give all entrants Dream Car Tickets to enable them to replay equivalent tickets in a subsequent

competition. The Promoter also reserves the right at its sole discretion to extend the closing date of any Competition.

5.8 All Entrants are automatically entered onto the Promoter's database for the purpose of conveying information as to the status of their Competition, as well as any future Competitions or Promotions offered by the Promoter.

6 Winner's Details

6.1 The First Prize Winner will be required to send a copy of their passport to the Promoter to confirm their identity, age and also to prove that the purchase was made using a payment account (i.e. card, e-wallet or mobile wallet) that was legally theirs or that they had authorisation to use it, before any prize will be paid or delivered. Any failure to meet these obligations may result in the First Prize Winner being disqualified and the Promoter choosing an alternative winner.

6.2 All Winners will also be required to provide photographs and/or pose for photographs and videos, which may be used in future marketing and public relations by the Promoter in connection with the Competition and in identifying them as a winner of a Competition.

6.3 Following receipt and verification of the details requested above by the Promoter, the Winners will be contacted in order to make arrangements for delivery of the prize.

7 Competition Prizes

7.1 Dream Car Competitions: there will be only one prize awarded for each Dream Car Competition ('First Prize'). Please also note the following:

7.1.1 During the course of a Dream Car Competition, if due to circumstances beyond the Promoter's control, the Promoter is unable to provide the stated First Prize, the Promoter reserves the right to award a selection of substitute Left and Right Hand Drive cars of equal or greater value.

7.1.2 Once the First Prize Winner has been selected and notified, an order will be placed by the Promoter. Please note that delivery may take up to 12 months for certain models. The First Prize Winner can choose the car in Left or Right Hand Drive (subject to manufacturer availability and terms and conditions).

7.1.3 The First Prize will be delivered with VAT paid. In all other countries the First Prize will be shipped to the nearest port and any applicable import duties, registration costs, or any further taxes or duties of any nature due in the destination country will be paid by the promoter. The Promoter reserves the right not to deliver to certain countries.

7.1.4 The Promoter will contribute USD \$20 000 prize money towards the servicing and insurance for the first year of car ownership of the First Prize. The First Prize Winner must own the car for a full 12 months from the date of delivery.

7.1.5 Anyone involved in a Dream Car Competition Tie Break, except the First Prize Winner, will automatically win USD \$1 000 cash.

7.2 All other expenses not expressly specified herein are the sole responsibility of the Winners.

7.3 All Prizes are subject to the terms and conditions of the prize provider, manufacturer or supplier.

7.4 Each First Prize must be accepted as awarded and is non-transferable or convertible to other substitutes and cannot be used in conjunction with any other vouchers, offers or discounts, including without limitation any vouchers or offers of the Promoter or other prize suppliers.

8 Referral Programme

The Referral Programme is operated in good faith to reward customers for referring genuine friends and acquaintances as new customers to the Promoter. Referrals are unlimited. Abuse of this system will not be tolerated and if the Promoter has reasonable grounds to believe that new users are not

genuine individuals it reserves the right at its sole discretion to void any orders and/or Dream Car Competitions won, and to disqualify both the winner and the referrer.

9 Intellectual Property

- 9.1 You acknowledge and agree that all copyright, trade-marks and other intellectual property rights in all material or content supplied or made available by us via the Website or otherwise to you shall remain at all times vested in us or our licensors. You are permitted to use this material only as expressly authorized by our licensors or us.
- 9.2 You acknowledge and agree that the material and content contained within the Website and utilized in the provision of the Services is made available by us to you for your own personal non-commercial use only. Any other use of such material and content is strictly prohibited. You agree not to (and agree not to assist or facilitate any third party to) copy, reproduce, transmit, publish, display, distribute, commercially exploit, tamper with or create derivative works of such material and content.
- 9.3 The names, images and logos identifying us, our partners or other third parties and our/their products and services contained on the Website are proprietary marks and may not be reproduced or otherwise used without express permission.

10 Storage

The Promoter can store the chosen prize free of charge for 60 days after notifying the First Prize Winner, at the end of which time the First Prize will be delivered to the Winner.

11 Winners' Personal Data

- 11.1 Acceptance of the prize by the Winner will mean they are required to have their photo and video taken by the Promoter for promotional purposes (Public Relations and Marketing), both immediately after their win and in the future for use in accordance with rule 6.2, unless prohibited by law.
- 11.2 By entering a Competition, you agree to the use of your name, address, and/or photograph or other likeness, as well as your appearance at publicity events without any additional compensation (save for reasonable travel expenses) and as required by the Promoter if you are declared a Winner.

12 Limits of Liability

The Promoter makes no representations or warranties as to the quality/suitability of any of the goods or services offered as prizes. Except for liability for death or personal injury caused by the negligence of the Promoter, the Promoter shall not be liable for any loss suffered or sustained to person or property including, but not limited to, consequential (including economic) loss by reason of any act or omission by the Promoter, or its employees or agents, in connection with the arrangement for supply, or the supply, of any goods by any person to the prize Winner(s) and, where applicable, to any family/persons accompanying the Winner(s), or in connection with any of the Competitions promoted by the Promoter.

13 Electronic Communications

No responsibility will be accepted for failed, partial or garbled computer transmissions, for any computer, telephone, cable, network, electronic or internet hardware or software malfunctions, failures, connections, availability, for the acts or omissions of any service provider, internet accessibility or availability or for traffic congestion or unauthorised human act, including any errors or mistakes. The Promoter shall use its best endeavours to award the prize for a Competition to the correct Entrant. If due to reasons of hardware, software or other computer related failure, or due to human error the prize is awarded incorrectly, the Promoter reserves the right to reclaim the

Competition prize and award it to the correct Entrant, at its sole discretion and without admission of liability.

In the event that the Promoter closes a Competition early, the Winner will be selected from all valid and eligible Entries received by the Promoter prior to the date of closure, except that the Promoter reserves the right, at its sole discretion, to close a Competition early without selecting a Winner. In the event that a Competition is closed without selecting a Winner, the Promoter will give all entrants Dream Car Tickets to enable them to replay the equivalent tickets in a subsequent competition. The Promoter also reserves the right at its sole discretion to extend the closing date of any Competition.

The Promoter shall not be liable for any economic or other consequential loss suffered or sustained to any persons to whom an award has been incorrectly made, and no compensation shall be due. The Promoter shall use its best endeavours to ensure that the software and website(s) used to operate its Competitions perform correctly and accurately across the latest versions of popular internet, tablet and mobile browsers. For the avoidance of doubt, only the ticket coordinates recorded in our systems, howsoever displayed or calculated, shall be entered into the relevant Competition and the Promoter shall not be held liable for any competition entries that occur as a result of malfunctioning software or other event. Competition coordinates may be checked at any time by accessing your account at www.supercoolstuff.co.uk.

14 Data Protection Notice

Any personal data that you supply to the Promoter or authorise the Promoter to obtain from a third party, for example, a payment service provider, will be used by the Promoter to administer the Competition and fulfil prizes where applicable. In order to process, record and use your personal data the Promoter may disclose it to (i) any payment service provider whose name you give; (ii) any person to whom the Promoter proposes to transfer any of the Promoter's rights and/or responsibilities under any agreement the Promoter may have with you; (iii) any person to whom the Promoter proposes to transfer its business or any part of it; (iv) comply with any legal or regulatory requirement of the Promoter in any country; and (v) prevent, detect or prosecute fraud and other crime. In order to process, use, record and disclose your personal data the Promoter may need to transfer such information outside the United Kingdom, in which event the Promoter is responsible for ensuring that your personal data continues to be adequately protected during the course of such transfer.

15 Promoter

Super Cool Stuff, Imperial House, 79-81 Hornby St, Bury, Manchester, BL9 5BN, UK. Tel: +44 161 818 4889, email: info@supercoolstuff.co.uk, Web: www.supercoolstuff.co.uk. A list of winners and their home town will be available for three (3) months after the end of each Competition by sending an email to the Promoter.

Hours of operation are 9.00 am to 5.00 pm GMT. Response to emails is typically within forty eight (48) hours.