

High Street Promotions (HSP)
TERMS AND CONDITIONS (Oct 2024)
[Amended Dec 2024]

By accessing High Street Promotions (HSP) you will be agreeing to these terms and conditions. These terms set out our rules for use of our website <https://highstreetpromotions.co.uk> ("HSP") (The OPERATOR) and participation in our Paid and Free competitions.

HSP is operated by HSP.

To contact us, please email support@highstreetpromotions.co.uk or contact us directly via our website. The terms refer to the following additional terms.

Our Privacy Policy, which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using the Website, you consent to such processing and you warrant that all data provided by you is accurate.

Our Acceptable Use Policy, which sets out the permitted uses and prohibited uses of the Website. When using the Website, you must comply with this Acceptable Use Policy.

If you purchase goods or services from HSP, participate in any promotions or enter any of our competitions, other specific terms may apply and which you must accept and abide by.

We may amend these terms from time to time. Every time you wish to use the Website, please check the terms, to ensure you understand the terms that apply at that time.

We will change the website content on a regular basis including the method of games in play. Please check rules regularly to ensure you are satisfied.

HSP is made available free of charge to the public aged 18 and over, but paid content is invited by businesses in the areas where the draws are focused.

We do not guarantee that the Website, or any content on it, will always be available or be uninterrupted.

We may suspend draws or restrict the availability of all or any part of the HSP website for business and operational reasons. We will try to give you reasonable notice in such events.

You are also responsible for ensuring that all persons who access the Website through your equipment are aware of these terms of use and other applicable terms and conditions.

1. The OPERATOR

1.1. The OPERATOR is: HSP.

1.2. If you wish to contact us for any reason, please email support@highstreetpromotions.co.uk

2. The competition

2.1. These terms and conditions apply to all competitions listed on our website <https://highstreetpromotions.co.uk>

2.2. All competitions can be entered free. As it is possible to enter all HSP competitions for free, HSP are not regulated under the Gambling Act 2005.

3. Entering our draws

3.1. Draws will run at the times indicated on the HSP website unless restricted because of technical, or human issues. The times advertised will relate to UK times.

3.2. In circumstances incurring such issues where the game is delayed or cancelled, the OPERATOR has the right to reschedule the game, giving fair notice. In such circumstances, the OPERATOR will advertise the new times and dates on either the website, social media, or email, or a combination of those methods.

3.3. All competition entries must be made and received by the OPERATOR by no later than the specified time on the Closing Date. All competition entries received after the Closing Date will be null and void.

3.4. In the event of lower than acceptable participation, the draw date may be changed.

4. To enter a draw...

4.1. Some draws are advertised as free to play and fully contained on Facebook. Where so, there is not a requirement to register or login, or obtain draw numbers at HSP. These draws are entered by following the instructions on our Facebook pages, High Street Promotions – [postcode sector you live in] example "CM". There is a limit on draws (unless otherwise communicated) of one entry only. In this type of draw, extra tickets may be given for participants who promote local offers with comments, or support local competitions with sharing etc.

4.2. Some draws require entry via HSP website <https://highstreetpromotions.co.uk>. To enter these draws, select a draw, add it to the cart for FREE, and complete the transactions. There is a limit on draws (unless otherwise communicated) of one entry only.

4.3. All draws are sponsored either by HSP or local businesses. As a result, some prizes will require winners to collect prizes directly from those local businesses.

- 4.4. All entries must be submitted in full in line with the rules of the game.
- 4.5. The OPERATOR will send confirmation that your entry has been received, and your allocated ticket number(s). This will be communicated via email, social media or both.
- 4.6. The OPERATOR will not accept responsibility for draw entries not completed, for whatever reason.
- 4.7. By entering a draw, you are entering into a contract with the OPERATOR and are agreeing to be bound by these terms and conditions.

5. **Choosing a winner**

- 5.1. A winner of a social media competition will be selected at random using a random number generator and the results will be posted on social media.
- 5.2. A winner of a competition entered on HSP will be selected by a random number generator and where possible, this will be recorded and posted on social media along with the results.
- 5.3. Where competitions are entered on HSP, there will on many occasions be multiple draws for the same entry. All winners will be announced on social media.

6. **Eligibility**

- 6.1. Competitions can only be entered by those aged 18 and over, not in employment by the OPERATOR or any of the sponsors directly relating to that draw, and residents in England, Scotland, or Wales.
- 6.2. By entering our competitions, you confirm that you are eligible to do so and eligible to claim a prize. The OPERATOR may require you to provide proof that you are eligible to enter the competition. If you fail to provide the OPERATOR with proof of your identity or your age, within a reasonable time, you may be disqualified from the competition or receiving a prize.
- 7. **The OPERATOR reserves all rights to disqualify you from competitions if your conduct is contrary to the spirit or intention of the prize competition, if you are abusive to its staff or your post anything on social media about the OPERATOR or its competitions which is defamatory or incorrect.**
- 8. The OPERATOR can exclude you from the competitions, the website or any social media pages without prior notice or reason
- 9. An Entry will be declared void if the Entrant engages in.
 - 9.1. any form of fraud (actual or apparent).
 - 9.2. fraudulent misrepresentation.
 - 9.3. fraudulent concealment.
 - 9.4. hacking or interference with the proper functioning of the OPERATOR's servers or its Website; or
 - 9.5. amending, or unauthorised use of, any of the code that operates HSP.

10. **The prize**

- 10.1. The prize for each competition is as described on the competition entry page on HSP. Details of the Prize are, to the best of the OPERATORs knowledge and belief, correct.
- 10.2. Prizes are subject to availability. The OPERATOR reserves the right to substitute the prize with a prize of equal or greater value. If any details of the Prize change, the OPERATOR will endeavour to update HSP as soon as reasonably possible.
- 10.3. All prizes which are provided by sponsorship will fall to the local business provider to make good if so willing. Where the prize has been damaged by HSP, every effort will be made to replace the item with a suitable alternative.
- 10.4. The OPERATOR guarantees that all tech prizes are brand new for each competition but cannot guarantee Prizes will have a warranty for any breakages after they are handed over to the Winner.
- 10.5. The Prize may be supplied by a third-party supplier (the "Supplier"). Details of the Supplier (if any) will be provided on the Website.
- 10.6. The Prize is not negotiable or transferable.

11. **Winners**

- 11.1. The decision of the OPERATOR is final and no correspondence or discussion will be entered into.
- 11.2. The OPERATOR will contact the Winner as soon as practicable after the competition, using the telephone number or email address provided with the entry. It is the Entrant's responsibility to ensure that their personal information is kept up to date. If the Winner cannot be contacted, is not available, or does not claim the Prize within 14 days of the competition date, the winner will forfeit the prize. The prize may be used in another subsequent competition.
- 11.3. Where prizes are to be collected or redeemed at a local business, these prizes must be collected / redeemed within an 8 week time period unless stated otherwise on the draw.
- 11.4. All Winners calls are recorded and they 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 OPERATOR in connection with the Competition and in identifying them as a winner of a Competition.

12. Claiming the prize

- 12.1. If your personal details, including contact information, changes at any time you should notify the OPERATOR as soon as reasonably possible.
- 12.2. Notifications should be sent to the OPERATOR via email to support@highstreetptromotions.co.uk . Notifications must include details of the competition you have entered, your old details and your new details. If your details change within 10 days of the Closing Date, the OPERATOR will use your old details if it needs to contact you.
- 12.3. Any cash Prize will be transferred directly to the Winners nominated bank account. The Winner must provide evidence that it is the sole or joint beneficiary of the bank account. Failure to do so within 14 days will result in disqualification from the competition and the Winner forfeiting the Prize. In such circumstances, the OPERATOR reserves the right to re-run the competition and offer the Prize to another Winner.
- 12.4. The OPERATOR does not accept any responsibility for and is not liable to pay any compensation, if you are unable to take up the Prize.
- 12.5. Delivery of a Prize will only be to an address within the UK.

13. Limitation of liability

- 13.1. The operator takes no responsibility for and harm or damage caused by any products won and distributed by the operator or its partners. All recipients are responsible for checking all products are safe to use, in date etc before usage.

14. Data protection and publicity

- 14.1. By entering competitions, you agree that any personal information provided by you with the competition entry may be held and used by the OPERATOR or its agents and suppliers to administer the competition, or as otherwise set out in the OPERATOR's Privacy Policy, a copy of which is available on the Website.
- 14.2. If you are the Winner of a competition, you agree that the OPERATOR may use your name, image and town or county of residence to announce the Winner of this competition. You further agree to participate in any reasonable publicity required by the OPERATOR.
- 14.3. If you are the Winner of a competition, you may be required to provide further personal information and proof of your age and identity to confirm your eligibility to the competition.

15. General

- 15.1. The OPERATOR reserves the right to amend these terms and conditions from time to time. The latest version of these terms and conditions will be published on the Website.
- 15.2. If there is any reason to believe that there has been a breach of these terms and conditions, the OPERATOR may, at its sole discretion, reserve the right to exclude you from participating in the competition and any future competitions.
- 15.3. The OPERATOR reserves the right to hold void, suspend, cancel, or amend any competition where it becomes necessary to do so.
- 15.4. Competitions are in no way sponsored, endorsed, administered by or associated with Facebook, Apple or Google. By entering competitions, Entrants agree that neither Facebook, Apple nor Google have any liability and are not responsible for the administration or promotion of our competitions.
- 15.5. These terms and conditions shall be governed by English law, and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

16. Anti Money Laundering Policy

- 16.1. The operator has no charges for competition and has small charges for sponsorship and advertising only.

17. HSP COMPETITIONS - ACCEPTABLE USE POLICY

- 17.1. This acceptable use policy sets out the terms between you and us under which you may access our website support@highstreetptromotions.co.uk ("the Website"). This acceptable use policy applies to all users of, and visitors to, the Website.
- 17.2. Your use of the Website means that you accept, and agree to abide by, all the policies in this acceptable use policy, which supplement our terms of website use.
- 17.3. The Website is operated by High Street Promotions.
- 17.4. To contact us, please email support@highstreetptromotions.co.uk
- 17.5. Prohibited uses:
 - 17.5.1. You may use the Website only for lawful purposes.
 - 17.6. You may not use the Website:
 - 17.6.1. In any way that breaches any applicable local, national or international law or regulation.

- 17.6.2. In any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.
- 17.6.3. For the purpose of harming or attempting to harm minors in any way.
- 17.6.4. To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards as set out below.
- 17.6.5. To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- 17.6.6. To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
- 17.7. You also agree:
 - 17.7.1. Not to reproduce, duplicate, copy or re-sell any part of the Website in contravention of the provisions of our terms of website use.
 - 17.7.2. Not to access without authority, interfere with, damage or disrupt:
 - 17.7.2.1. any part of the Website;
 - 17.7.2.2. any equipment or network on which the Website is stored;
 - 17.7.2.3. any software used in the provision of the Website; or
 - 17.7.2.4. any equipment or network or software owned or used by any third party.
 - 17.7.3. Interactive services
- 17.8. We may from time to time provide interactive services on the Website, for example, the ability to participate in games, competitions, comment on blog posts or post to our social media accounts (interactive services).
 - 17.8.1. Where we do provide any interactive service, we will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical).
 - 17.8.2. We will do our best to assess any possible risks for users (and in particular, for children) from third parties when they use any interactive service provided on the Website, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on the Website, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not.
 - 17.8.3. The use of any of our interactive services by a minor is subject to the consent of their parent or guardian. We advise parents who permit their children to use an interactive service that it is important that they communicate with their children about their safety online, as moderation is not foolproof. Minors who are using any interactive service should be made aware of the potential risks to them.
 - 17.8.4. Where we do moderate an interactive service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.
- 18. Content standards
 - 18.1. These content standards apply to any and all material which you contribute to the Website (contributions), and to any interactive services associated with it.
 - 18.2. You must comply with the spirit and the letter of the following standards. The standards apply to each part of any contribution as well as to its whole.
 - 18.3. Contributions must:
 - 18.3.1. Be accurate (where they state facts).
 - 18.3.2. Be genuinely held (where they state opinions).
 - 18.3.3. Comply with applicable law in the UK and in any country from which they are posted.
 - 18.4. Contributions must not:
 - 18.4.1. Contain any material which is defamatory of any person.
 - 18.4.2. Contain any material which is obscene, offensive, hateful or inflammatory.
 - 18.4.3. Promote sexually explicit material.
 - 18.4.4. Promote violence.
 - 18.4.5. Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
 - 18.4.6. Infringe any copyright, database right or trademark of any other person.
 - 18.4.7. Be likely to deceive any person.
 - 18.4.8. Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.

- 18.4.9. Promote any illegal activity.
- 18.4.10. Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- 18.4.11. Be likely to harass, upset, embarrass, alarm or annoy any other person.
- 18.4.12. Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
- 18.4.13. Give the impression that they emanate from us, if this is not the case.
- 18.4.14. Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

19. Suspension and termination

- 19.1. We will determine, in our discretion, whether there has been a breach of this acceptable use policy through your use of the Website. When a breach of this policy has occurred, we may take such action as we deem appropriate.
- 19.2. Failure to comply with this acceptable use policy constitutes a material breach of the terms of use upon which you are permitted to use the Website, and may result in our taking all or any of the following actions:
 - 19.2.1. Immediate withdrawal from any / all competitions.
 - 19.2.2. Immediate, temporary or permanent removal of any posting or material uploaded by you to the Website.
 - 19.2.3. Issue of a warning to you.
 - 19.2.4. Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
 - 19.2.5. Further legal action against you.
 - 19.2.6. Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.
- 20. We exclude liability for actions taken in response to breaches of this acceptable use policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.
- 21. We may revise this acceptable use policy at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are legally binding on you. Some of the provisions contained in this acceptable use policy may also be superseded by provisions or notices published elsewhere on the Website.

22. Business Participation in advertising and sponsorship.

- 22.1. Any business sponsoring or advertising on HSP agrees with these terms and conditions or should exit the platform and not participate.
- 22.2. Any advert or sponsorship booked through HSP will be promoted using the data provided by the advertiser/sponsor. However, in such circumstances where this information is incorrect at the fault of either the advertiser or HSP, HSP will be limited only to an apology and correction in such a place where the error was made.
- 22.3. Where a prize has been donated by a sponsor, this must be honoured in accordance with the information provided at the time of the draw.
- 22.4. All prizes which are subject to collection / redemption, this must be accommodated for in an eight-week period, unless stated otherwise on the information for that draw.