

General Terms & Conditions for COMPETITION

1. Introduction

1.1 These Terms and Conditions (General Contest Rules) shall be binding on you (and your guests where applicable) when entering any competitions operated by FUJU Underwear, its sponsor or any company or website owned or controlled by FUJU Underwear

1.2 These General Contest Rules apply to all FUJU Underwear contestants. FUJU Underwear may amend them from time to time. Special Terms and Conditions may apply to particular contests, in which case an addendum to these General Contest Rules will be made.

1.3 No purchase or payment is necessary to enter an FUJU Underwear competition and copies of Contest Rules are available on request from (Please e-mail info@fuju-underwear.com)

1.4 Entry and participation in any competition shall be deemed an unconditional acceptance by you of these Terms. All entry instructions and any other specific details relating to the competition or the prizes form part of these Terms.

1.5 You must pass a copy of these Terms to your guests (if applicable) and ensure they comply with them. By entering the competition entrants will be deemed to have read and understood these rules and be bound by them.

2. Eligibility

2.1 You must be ordinarily resident in the United Kingdom. Employees of FUJU Underwear, their immediate families, press, agencies, sponsors and commercial partners or any other persons directly or indirectly connected with the competition are not eligible to enter any competition.

2.2 Unless otherwise specified, no person may enter a competition more than once.

2.3 You may not enter a competition if, on the date it is announced, you do not conform to the required profile of entrant. For example a competition may be limited by age.

2.4 Unless otherwise stated you must be at least 18 years old, and if requested to do so, provide proof of your age.

2.5 You must provide personal details as Reasonably requested to do so by FUJU Underwear. Refusal to comply will result in disqualification from the contest.

2.6 All decisions of FUJU Underwear will be final and binding. No correspondence will be entered into.

2.7 All entries answers must be received by FUJU Underwear by the closing date specified in the competition. Answers will be entered automatically upon submission. No responsibility will be taken by FUJU Underwear for any answers that are illegible, misdirected, lost for technical or other reasons or received after the closing date.

3. Health and Safety

3.1 By entering a FUJU Underwear competition you agree to abide by these Terms and Conditions. You confirm and warrant that to the best of your knowledge your general state of health is good and you have no medical condition that could be adversely affected by strenuous exercise or any of the events or activities planned or reasonably expected to be involved in the competition.

3.2 You agree to cooperate and comply with all reasonable requests of FUJU Underwear and its agents and employees (in particular with respect to health and safety) in connection with the competition and its broadcast (where applicable).

3.3 You must take all reasonable steps to ensure your own health and safety. Any conduct or behaviour, act or conduct by you that FUJU Underwear considers to pose any medical, security or safety risk will lead to your immediate disqualification (including without limitation, any abusive behaviour, physical or verbal).

3.4 All activities are undertaken at your own risk. You must notify FUJU Underwear of any medical or other condition which may mean that you are unfit for travel or participation in the Contest as soon as you become aware of such a condition. FUJU Underwear reserves the right to forfeit your place in the Contest or the Prize (without liability or compensation) if, in its opinion, you may expose yourself or others to risk of illness or injury, or to the cancellation, disruption or curtailment of the contest.

3.5 You confirm you are not taking any medication (excluding prescribed) and will not do so during the contest.

4. Prizes

4.1 All prizes must be collected within three months from the date of winning. After that time, unclaimed prizes will be deemed null and void. FUJU Underwear will not notify winners of the time remaining. It is the sole responsibility of winners to collect their prize.

4.2 Prizes must be collected in person unless otherwise advised by FUJU Underwear. Identification that includes a photograph (driver's licence, passport, student card) will be required. Where prizes are posted out, FUJU Underwear accepts no liability for the safe and effective postal delivery of a prize.

4.3 In certain situations, and subject to the absolute discretion of FUJU Underwear, a winner may nominate a designated representative to collect the prize. The representative will be asked to provide written authorisation from the winner and identification for both the winner and the representative.

4.4 Winners under the age of 18 must be accompanied by a parent or guardian when collecting their prize. Both the winner and their parent/guardian must provide photographic identification (where applicable).

4.5 Where a winner chooses not to accept a prize, they forfeit any and all claims to that prize, which will be dealt with at the absolute discretion of FUJU Underwear.

4.6 All prizes are accepted entirely at the risk of the winner and FUJU Underwear excludes all warranties in connection with any prize. FUJU Underwear is not liable for any costs relating to the collection of prizes or and add-on required i.e. travel, accommodation, etc.

4.7 Prizes are not transferable, must (where applicable) be used on the dates specified and may not be redeemed for cash.

4.8 If a specified prize becomes unavailable, FUJU Underwear may substitute a replacement prize at its absolute discretion. In such an instance, FUJU Underwear will endeavour to ensure the substitute prize is of equal or greater value to the original prize. Please allow 28 days for the delivery all prizes (where applicable).

4.9 FUJU Underwear, its agencies, affiliates, sponsors and representatives are not responsible for defective prizes or misuse of any prize, or claims, liability, loss or damage arising out of or in connection with any contest promoted by FUJU Underwear.

4.10 If the winner(s) of the prize cannot be traced after all reasonable efforts having been made by FUJU Underwear, then FUJU Underwear may dispose of the prize as it thinks fit without any liability to the winner(s) for having done so.

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4.11 Entry costs (where applicable) are as advertised. Entrants are liable for their costs to access telephone, mobile or computer networks.

4.12 Where prizes are to be provided by a third party then the winner(s) will be required to complete all appropriate or applicable booking or other formalities direct with such provider. FUJU Underwear will have no responsibility for the acts or defaults of any other persons.

4.13 FUJU Underwear reserves the absolute right to disqualify any entrant to any competition which it considers has used improper technical means to enter.

4.10 Holiday prizes

4.10.i Prizes must be taken in accordance with the dates, destinations and number of passengers specified by FUJU Underwear. There will be no cash alternative and no alternative destination.

4.10.ii Holidays are non-transferable. Holidays are subject to availability. You must hold a valid UK passport with at least six months' further duration, or your competition entry will be invalid.

4.10.iii Unless otherwise specified, the class of travel for any travel prize incorporating a rail or airfare is economy class.

4.10.iv Holidays are not available to persons under the age of 18 without the express prior written permission of FUJU Underwear. Children between the ages of 12 and 16 are considered to be adults for the purposes of airfares. Children under 18 years of age must obtain written consent from a parent or guardian and cannot travel unless accompanied by an adult over the age of 18.

4.10.v In the event of unforeseen circumstances or circumstances outside FUJU Underwear's reasonable control, FUJU Underwear reserves the right to offer an alternative prize of equal or greater value. No cash will be offered. 4.10.vi Unless otherwise specified all holidays must be taken within 6 months of the date of the contest or will be deemed invalid (when applicable).

4.10.vii You must comply with the terms and limitations of any insurance policy relating to the holiday.

4.10.viii You must comply with the terms and conditions of the airline and other transportation and venues involved in the Contest or the Prize. In particular you shall comply with all health and safety guidelines and instructions and all applicable legal and regulatory requirements.

4.10.ix You are not entitled nor authorised in any way to commit FUJU Underwear to any contract, expense or cost entered into or incurred without its advance written acceptance of the same.

4.10.x Passport control and in-country authorities will reserve the right to refuse entry. If you are refused passage and/or entry/exit to or from the country being visited, any additional costs incurred will be your sole responsibility.

4.10.xi Any flights, other transport, airport details, accommodation or other aspects of the Prize, dates and times quoted by FUJU Underwear or its agents are for guidance only and are subject to change without notice with no liability arising. You must have sufficient financial resources to meet any financial commitment which they may incur in connection with the Prize beyond those included in the Prize itself (including, without limitation, transfers to and from a London airport, meals and drinks).

4.10.xii You must comply with and are responsible for attending to any inoculation and health regulations required for your destination.

4.11.i Winners are responsible for any and all taxes payable as the result of a prize being awarded or received.

4.11.ii All travel, holiday, health or insurance shall be the responsibility of the prize winner(s) and not FUJU Underwear.

4.12 If in the course of a contest: a telephone line breaks up or drops out; or there is a dispute arising out of the use of telephone lines in a contest (including situations where multiple telephone lines are used); or two telephone lines are crossed during a phone-in contest; FUJU Underwear in its absolute discretion may disqualify the relevant caller or callers; will not be responsible for awarding a prize to the relevant caller or callers; and may award the prize to another person according to its absolute discretion.

4.13 All winners of all prizes must sign these general Terms and Conditions and any FUJU Underwear special Terms and Conditions as prescribed by FUJU Underwear in order to claim their prize. This is at the discretion of FUJU Underwear where prizes are posted to winners.

5. The Contest

5.1 FUJU Underwear does not accept responsibility for entries lost, damaged or delayed in transit to the competition address. Proof of posting will not be accepted as proof of receipt (nor will proof that an email has been sent be accepted as proof it has been received).

5.2 Source material utilised by FUJU Underwear's question compilers shall be taken as correct.

5.3 Fraudulent, illegible or incorrect entries will not be accepted (at the absolute discretion of FUJU Underwear).

5.4 The decision of FUJU Underwear's judges is final and conclusive in all circumstances and no correspondence will be entered into.

5.5 FUJU Underwear may terminate any contest at any time at its absolute discretion. In the event of such termination, FUJU Underwear may, at its absolute discretion, elect not to award any prize in respect of the terminated contest.

5.6 All entries become the property of FUJU Underwear and will not be returned to you unless otherwise stated.

6. Confidentiality

6.1 You undertake not to disclose, reveal, communicate or otherwise make public to anyone at any time any information relating to FUJU Underwear, its business, personnel, servants, agents or officers.

6.2 You may not publicise your involvement in the competition, or the fact that you have won a prize, without the prior written permission of FUJU Underwear.

7. Publicity

7.1 Competitors may be required by FUJU Underwear to participate in a photo, video and/or film session, and acknowledge that FUJU Underwear has the right to use such publicity photos, videos and/or films in any medium and in any reasonable manner it sees fit, unless that person informs FUJU Underwear at the time of entering the competition that he or she wishes to retain his or her anonymity.

7.2 Contest entries and material submitted in connection with any contest (whether in written, audio, electronic or visual form, or any combination of those) or any photographs, video and/or film footage and/or audio recording taken of competitors become the property of FUJU Underwear, which may use the material in any medium and in any reasonable manner it sees fit. Copyright in any such material remains the sole property of FUJU Underwear.

7.3 FUJU Underwear may publicise, broadcast or otherwise disclose a competitor's name, character, likeness, statements or any recording of his or her voice in advertising or promotional activities concerning a specific contest, or FUJU Underwear contests generally. FUJU Underwear may promote or advertise that a winner has won a contest.

7.4 FUJU Underwear may incorporate information from entrants in any contest in any database to be used for the purpose of its business. Upon entry into a competition a contestant will automatically give permission for use of personal data and this information will be retained in accordance with the Data Protection Act.

8. FUJU Underwear - Exclusion of Liability

8.1 FUJU Underwear is not liable in any way for any costs, expenses, damages, liability or injury arising out of or in any way connected with the competition or prizes, other than those costs and expenses specifically provided for in the prize (if any). This exclusion does not include any liability for negligence by FUJU Underwear or death or personal injury arising out of such negligence.

8.2 FUJU Underwear shall have no liability in respect of competitions operated on behalf of third parties (for example, sponsors) except in respect of death or personal injury directly attributable to FUJU Underwear's negligence.

8.3 FUJU Underwear accepts no liability (and excludes all liability) for any loss of profit, business, contracts, revenues or anticipated savings or for any special, direct, indirect or consequential loss of any nature howsoever arising.

8.4 FUJU Underwear shall not be liable to perform any of its obligations under the competition or in respect of the prizes where it is unable to do so as a result of circumstances beyond its control and shall not be liable to compensate you in such circumstances.

9. Jurisdiction

9.1 These rules shall be governed and construed in accordance with English Law.

9.2 Where FUJU Underwear has special Contest Terms and Conditions in relation to a particular contest, then they (the special terms and conditions) will prevail in the event of inconsistency between those special contest Terms and Conditions and these General Contest Rules.

9.3 Persons under the age of 18 are ineligible to enter any contest where the prize consists of items that hold an age restriction, or where the Special Contest Terms and Conditions otherwise exclude.

9.4 A failure by FUJU Underwear to enforce any of these contest rules in any instance(s) will not give rise to any claim by any individual.

9.5 Special restrictions or qualifications may apply to particular contests, in which case an addendum to these General Contest Terms and Conditions will be made.

9.6 FUJU Underwear may change these General Contest Terms and Conditions at any time.