Contests

1. The Promoter

1.1. The promoter is Pusher Limited of 160 Old Street, London, EC1V 9BW (“_Pusher_”).

2. Introduction

2.1. Pusher is offering a chance to win a prize, as set out in to paragraph 8 below (the “Prize”) in accordance with these Survey T&Cs (the “_Prize Draw_”).

3. The Prize Draw

3.1. The Prize Draw will run for the period stated within the relevant Survey.

3.2. Where a Survey is accompanied by a Prize Draw, submission of your email address with such Survey is deemed to constitute your agreement to participate in the Prize Draw and is further deemed as confirmation that you have read, understood and accepted these Survey T&Cs. Details of how to enter form part of these Survey T&Cs.

3.3. Breach of these Survey T&Cs may invalidate your entry into the Prize Draw associated with the applicable Survey.

4. How to Participate

4.1. Complete a Pusher survey that states it includes a Prize Draw (the “Survey”) before the Prize Draw end date and submit your email address as part of the Survey to take part in the Prize Draw. If you are eligible under these Survey T&Cs you will be entered into the Prize Draw for a chance to win a Prize.

5. Eligibility

5.1. In order to be eligible to participate in the Prize Draw you must:

5.1.1. have completed the applicable Survey within the specified time frame;

5.1.2. provide a valid email address as part of the Survey;

5.1.3. have answered all questions marked as required in the Survey;

5.1.4. where appropriate, have provided answers of a reasonable quality and depth;

5.1.5. not have subsequently withdrawn your agreement to the Survey T&Cs or applicable Additional T&Cs (defined below) or your consent to participate in the Prize Draw;
5.1.6. must be a third party independent of Pusher, and not be an employee, partner or relative of a Pusher employee or be otherwise engaged by Pusher in return for financial compensation in an ongoing capacity whether casually, occasionally or ad hoc; and

5.1.7. only have completed the Survey once. (“_Eligible Participants_”)

6. Prize Draw and Redemption

6.1. For each Prize Draw, Pusher will choose the winner of the Prize via a random draw, from all valid entries received from Eligible Participants (the “_Winner_”).

6.2. There will ordinarily be 1 Winner per Prize Draw, unless no successful redemption takes place in accordance with these Survey T&Cs. Pusher reserves the right (but is under no obligation) to offer Prizes to more than one Winner per Prize Draw.

6.3. The Winner will be selected through a computer based random draw which will normally take place within 14 days of the Survey ending.

6.4. Selection of Winners is a completely random process over which Pusher exercises no judgment and no correspondence will be entered into in respect of Prize Draws.

6.5. An email will be sent to the Winner (the “_Email_”) confirming the Prize they will receive and confirming the method by which they will receive the Prize.

6.6. Unless otherwise stated, the Email will be sent to the email address associated with the Winner’s Survey entry, and Redemption Emails should be sent to the email address associated with the Email.

6.7. In the event that the Email is returned as undeliverable, such Prize will be forfeited and an alternate Winner will be selected from all remaining (non-winning) eligible entries. Pusher cannot accept any responsibility for entries not received for whatever reason.

6.8. To redeem their Prize, Winners must reply to the Email within 7 days of it being sent by Pusher with the details requested (the “_Redemption Email_”). It is the Winner’s responsibility to ensure the Redemption Email is delivered to Pusher in the stated time frame.

6.9. If the Redemption Email is not received by Pusher within the stated time for whatever reason, Pusher reserves the right in its absolute discretion to revoke the Prize and award it to another Eligible Participant using the random Winner selection process described above. The same redemption process will apply in each instance, until the Prize is successfully redeemed or withdrawn by Pusher, at their discretion. Pusher will not be liable to any Eligible Participant for any actions taken in this regard.
7. Publication of Winners

7.1. Pusher may in its sole discretion choose to publish the identities of Winners and Winners will be required to participate in reasonable publicity on behalf of Pusher.

7.2. By participating in the Prize Draw, you:

7.2.1. explicitly consent to the publication of certain of your details as set out in these Survey T&Cs;

7.2.2. unconditionally authorize Pusher and any of its affiliates, successors, assigns, representatives or other third parties authorized by Pusher to photograph, film, videotape and use, reproduce, publish, display, broadcast, show, distribute and/or otherwise communicate and use your name, image and likeness, bibliographic details, story, interview and Survey responses, copy, contribution and voice (collectively “Your Image”) in any manner and any medium throughout the world, with or without identification of the subjects, including (without limitation) for the purposes of advertising, marketing and any other lawful purpose (the “Release”);

7.2.3. acknowledge that your participation is voluntary and you will not receive any financial compensation;

7.2.4. acknowledge that you hereby waive any rights to inspect and/or approve materials featuring Your Image or the use of such materials and all moral rights to which you may now or at any time be entitled in respect of such materials;

7.2.5. warrant that you have the full right and power to authorize the Release; and

7.2.6. release Pusher and its affiliates, successors, assigns, representatives or other third parties authorized by Pusher from any and all liability for any claims by you or any third party which may be made in connection with the use of Your Image under the terms of the Release.

8. The Prize

8.1. The Prize will differ for each Prize Draw.

8.2. The Prize (or if multiple, each Prize) attached to a specific Prize Draw will be stated at the time of entry. All Prizes are subject to availability and may be amended or substituted at Pusher’s discretion from time to time without liability to participants of the Prize Draw. Any changes to the Prize Draw will be notified to Eligible Participants as soon as practicable by Pusher.

8.3. Where a Prize consist of multiple components, each component must be taken together, or is otherwise deemed to be forfeited.
8.4. In respect of certain Prizes, the nature of the Prize may mean that there will be additional terms and conditions attached to the redemption of the Prize (the "Additional T&Cs"). Any Additional T&Cs will be notified to the Winner in the Email. The right to redeem a Prize that is subject to Additional T&Cs will be subject to the agreement of such Additional T&Cs. Where Additional T&Cs apply, sending a Redemption Email in accordance with these Survey T&Cs will constitute agreement to the Additional T&Cs.

8.5. In the event that a Winner does not agree, or is unable to comply, with the Additional T&Cs, Pusher reserves the right in its absolute discretion to elect to either offer an alternative Prize, or withdraw the award of the Prize and reallocate it as per the Prize allocation process set out in these Survey T&Cs, with no liability to the individual affected.

8.6. Prizes that include travel are subject to booking availability, and black-out periods may apply together with Additional T&Cs. Additionally, it is the Winner’s responsibility to check all details of such travel and ensure all visa and passport requirements are fulfilled and to arrange their own travel insurance.

8.7. There is no cash alternative for a Prize and Prizes are non-transferable and non-refundable.

8.8. The Winner will be responsible for all additional and ancillary costs and expenses including without limitation, customs charges, taxes, delivery costs, spending money, meals, travel taxes, travel insurance, passports, visas, transport to and from departure points, costs for rebooking, upgrading and missed flights, and all other ancillary costs.

9. Limitation of Liability

9.1. Pusher will not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with the Prize Draw or participation in a Survey except for any liability, which cannot be excluded by law. Pusher will not be responsible for any incorrect, inaccurate or incomplete information communicated in the course of or in connection with a Survey or Prize Draw if the deficiency is occasioned by any cause outside the reasonable control of Pusher including without limitation technical malfunctions or failures.

9.2. Events may occur that render the Prize Draw itself or the awarding of the Prize impossible due to reasons beyond the control of Pusher. Accordingly, Pusher may, at its absolute discretion, vary, amend, or withdraw the Prize and Eligible Participants agree that no liability will attach to Pusher as a result thereof.

9.3. Pusher is not responsible for any problems or technical malfunction including any injury or damage to Survey participants or any other person’s computer related to or resulting from participation in or downloading any materials in relation to a Survey or Prize Draw.
9.4. All Survey entries and any copyright subsisting in the entries will be the property of Pusher. Pusher collects contact information about participants of a Survey and/or Prize Draw in order to contact them about the Prize Draw and/or Survey and where appropriate award Prizes and may also use the information to assist Pusher in improving its goods and services and to contact participants in the future with special offers via any medium including mail and electronic messages.

9.5. If you do not want Pusher to use your information as described, you can still complete the Survey but you cannot participate in the Prize Draw.

10. General

10.1. Pusher reserves the right in its sole discretion to disqualify any individual who Pusher has reason to believe has breached the Survey T&Cs or Additional T&Cs (if applicable), or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Prize Draw. Pusher’s legal rights to recover damages or other compensation from such an offender are reserved.

10.2. Pusher reserves the right to hold void, suspend, cancel, or amend the Prize Draw where it becomes necessary in Pusher’s sole discretion to do so.

10.3. Pusher reserves the right to update or amend these Survey T&Cs (as well as any other policies or guidance we issue) from time to time to comply with law or to meet our changing business requirements, without notice to you. By continuing to participate in the Prize Draw, you agree to be bound by the terms of these updates and amendments.

10.4. In the event that Pusher deems an individual has acted in bad faith with respect to the Prize Draw, the individual will be excluded from the Prize Draw and consequently be ineligible to claim the benefits of any Prize.

10.5. If any of these Survey T&Cs are found to be illegal, invalid or unenforceable by any court of competent jurisdiction, the remainder of the Survey T&Cs remain in full force and effect.

10.6. Only you and we are entitled to enforce these Survey T&Cs and Additional T&Cs (if any). No third party is entitled to enforce any of the Survey T&Cs or Additional T&Cs (if any), whether by virtue of the Contracts (Rights of Third Parties) Act 1999 (which is expressly excluded) or otherwise.

10.7. We may freely transfer or assign any part of our rights or delegate our obligations under these Survey T&Cs. You are not entitled to transfer or assign, by operation of law or otherwise, any part of your rights or delegate your obligations under these Survey T&Cs without our prior written consent.

10.8. These Survey T&Cs set out the entire agreement between you and us in respect of the Prize Draw and replace any and all prior terms, conditions, warranties and/or representations to the fullest extent permitted by law as relate to the Prize Draw. Any delay or failure by us to exercise any right we may have under these Survey T&Cs does not constitute a waiver by us of that right.
10.9. These Survey T&Cs apply alongside the Pusher terms of use, which are available at https://pusher.com/legal-archived/terms-of-service. To the extent of any conflict between those terms, these Survey T&Cs together with any Additional T&Cs will take precedence to the extent of any such conflict, unless and to the extent that any such terms of use are expressly stated to be disapplied in these Survey T&Cs.

10.10. These Survey T&Cs shall be governed by English law, and the parties submit to the exclusive jurisdiction of the courts of England and Wales.