Share your favourite Gooner pics - Social Wall Competition - Terms and Conditions

These terms and conditions ("Terms and Conditions") set out the basis on which you can share your favourite Junior Gunner picture(s) to the Arsenal Social Wall (as defined below) to enter the competition to win a signed Arsenal 23/24 home shirt (the "Competition"). By entering the Competition, you accept these Terms and Conditions in full. If you do not accept these Terms and Conditions, you should not enter the Competition and you will not be eligible to win the prize. Entry is via online form submission at https://www.arsenal.com/juniorgunners/competitions/2324-photo-wall-win-a-signed-shirt (the "Website") only.

1. COMPETITION PERIOD: The start date for entries is 6 July 2023 at the time that the Competition goes live on the Website (UK time) ("Start Date"). The closing date for entries is 31 May 2024 at 23:59 (UK time) ("Closing Date"). Entries received after the Closing Date will not be entered into the Competition.

2. TO ENTER: On the Start Date, Arsenal shall publish details of the Competition on the Website. To enter the Competition, you need to capture a picture of your Junior Gunner cheering on Arsenal and upload and submit this photo to the Website following the instructions on the Website. The photo uploaded and the caption selected must be compliant with these Terms and Conditions and the photo must be uploaded by no later than the Closing Date. For the purposes of these Terms and Conditions, your uploaded image and caption shall constitute one (1) entry. There shall be no limit on the number of entries you may submit, however each entry must be unique and repeated uploads of the same image and/or caption shall not constitute new entries.

3. All entries will be vetted and reviewed by Arsenal. Arsenal may reject or refuse to upload any image to the Social Wall in its sole and absolute discretion, including, without limitation, if Arsenal deems that your entry: (i) is in breach of applicable law, football regulations or these Terms and Conditions; (ii) is offensive, hateful, sexually suggestive, inappropriate, obscene, or otherwise objectionable; or (iii) infringes on the rights of any third party.

4. If your entry is accepted, your submitted image and caption will be uploaded to a publicly viewable social wall on arsenal.com/news/share-your-my-arsenal-rewards-experiences (the "Social Wall"). Only entrants whose uploaded image is uploaded to the Social Wall shall be entered into the prize draw. Paragraphs 18 to 21 below set out the applicable position in respect of intellectual property and your further warranties to Arsenal in respect of your entry.

5. ELIGIBILITY: Entry is only open to the parents/guardians of paid Junior Gunners Members aged 0-16 years.

6. As the parent or guardian, you hereby consent to entry and the parent or guardian must agree to these Terms and Conditions in full. Winners may be required to supply a completed parental/legal guardian consent form in accordance with Arsenal's directions in order to claim their prize.

7. Employees of The Arsenal Football Club Limited (company number 109244) ("Arsenal") and members of such employees' immediate families are not eligible to enter the Competition.

8. Entry is via the method outlined in paragraph 2 only. No purchase is required to enter but you will require email and internet access to enter the Competition. No refund may be claimed for any expenses incurred relating to the use of an email account or internet connection for the purpose of entering the Competition.

9. PRIZE: One (1) winner will receive one (1) Arsenal 2023/24 home shirt signed by a number of Arsenal's men's first team (subject at all times to player availability and to Arsenal's sole discretion to select the player(s)) (the "Prize"). The Prize is non-transferable and no cash alternative will be offered.

10. Arsenal reserves the right to substitute the Prize(s) (or any part of it/them) for a prize or prizes of equivalent or greater monetary value if this is necessary for reasons beyond its control. There is no cash alternative to the Prize (or any part of them) and unless agreed otherwise in writing the Prize is non-refundable and non-transferable. All costs and expenses not included within the Prize are the responsibility of the winner(s).

11. Third party terms and conditions apply to parts of the Prize where applicable.

12. SELECTION OF WINNER: The winner of the Prize will be picked at random from all eligible entries admitted to the Social Wall and received between the Start Date and the Closing Date.

13. The winner will be contacted within 72 hours of the Closing Date in accordance with the contact details provided on entry. If the winner cannot be contacted or does not respond to confirm details for delivery of the Prize within 14 days, an alternative winner will be selected at random from the remaining eligible and correct entries.

14. Unless otherwise notified by Arsenal, the Prize will be delivered to a winner within 30 days of confirmation of that winner's address for delivery of the Prize. If, for any reason (including, without limitation: (i) the suspension and/or reduced access to postal and/or delivery services; (ii) the closure of Arsenal's normal place of conducting business; or (iii) due to events outside of Arsenal's control) Arsenal is unable to deliver a Prize to a winner within the time frame mentioned in this paragraph 14, then such delay and/or failure to deliver shall not constitute a breach of contract on the part of Arsenal or Arsenal. If such delay and/or failure to deliver occurs, Arsenal shall use reasonable endeavours to comply with its obligations under these Terms and Conditions and to arrange for delivery at a later date.

15. PUBLICITY AND PERSONAL DATA: If the winner is aged 18 or over, the winner agrees to take part in reasonable publicity relating to the Competition and the Arsenal may use the winner's name, image and comments relating to the Competition and/or the Prize for future promotional, marketing and publicity purposes in any media worldwide without notice and without any fee being paid.

16. Details of the winner's name and county will be available on request for one month after the Closing Date by writing to Arsenal (including providing a stamped self-addressed envelope and stating the name and closing date of the Competition) at the address set out below.

17. Arsenal will use entrants' personal details for the purposes of administering the Competition and awarding the Prize and administering the Social Wall. The Social Wall and all entries associated with it shall be removed and deleted at the conclusion of the Competition Period. More information about how Arsenal handles personal data is available at <u>www.arsenal.com/privacy-policy</u>.

18. By entering this Competition, entrants hereby grant permission Arsenal and all of its associated companies and selected sub-licensees to use your submission in all media now existing or invented in the future, on a worldwide basis and in perpetuity for the purposes of publishing, publicising and marketing the Social Wall on the Arsenal website ("Permitted Purpose"). Uses include the display, distribution, publication or other use of the submission. You agree that the submission may be (i) used by the Club and its associated companies for the Permitted Purpose including in marketing and/or for promotional use. If you submit an entry and later wish for an image to be removed from the Social Wall, then please email dpo@arsenal.co.uk with the details of the Competition and your request. Any entries removed from the social wall shall no longer be eligible for the prize draw.

19. WARRANTIES: By entering the Competition, you warrant and undertake that: i. you are the legal and beneficial owner of all intellectual property rights in the entry, and that your entry is your own original work and does not infringe any third party rights; ii. you have obtained all relevant rights and written permissions from individuals featured in the entry, and that your entry does not feature anyone under the age of 12 unless it is your own child and you have that child's consent; and

iii. your entry does not infringe the laws of England. All entrants hereby waive and agree not to assert (and warrant that all individuals featured have waived and agreed not to assert) any moral rights in and in connection with their entry.

20. All entrants agree to do such other things and execute such other documents as are reasonably requested of them by Arsenal in order to allow Arsenal to use their entry for the Permitted Purpose.

21. Arsenal reserves the right to pass on any images which cause it concern to the relevant authorities.

22. OTHER IMPORTANT INFORMATION: Entries must not be submitted through agents or third parties. No responsibility can be accepted for lost, delayed or incomplete entries, or for electronic entries or winning notifications that are not received or delivered (for any reason including as a consequence of communication or network failures). Any such entries will be deemed void. Arsenal reserves the right to withdraw or amend the Competition or these Terms and Conditions if circumstances outside its reasonable control make this unavoidable.

23. Entries must be strictly in accordance with these Terms and Conditions. Any entry not in strict accordance with these Terms and Conditions will be deemed to be invalid and the Prize will not be awarded in respect of such entry. Arsenal reserves the right to verify the eligibility of any entrant and to exclude any entries which it believes to be invalid or in breach of these Terms and Conditions.

24. Arsenal's decision is final in all matters relating to the Competition (including the Prize) and no correspondence will be entered into.

25. ARSENAL'S LIABILITY TO YOU: Except in respect of death or personal injury resulting from any negligence of Arsenal, to the maximum extent permitted by law, neither Arsenal nor any of its officers, employees or agents shall be responsible for (whether in tort, contract or otherwise):

i. any loss, damage or injury to you and/or any third party or to any property belonging to you or any third party in connection with the Competition and/or the Prize (including the winner's receipt or use of the same), resulting from any cause whatsoever; or ii. any loss of profit, loss of use, loss of opportunity or any indirect, economic or consequential losses whatsoever and howsoever caused.

26. GOVERNING LAW AND JURISDICTION: Please note that these Terms and Conditions are governed by English law. This means that your entry into the Competition and any dispute or claim arising out of or in connection with it will be governed by English law. You and Arsenal both agree that the courts of England and Wales will have non-exclusive jurisdiction in connection with any such dispute or claim.

27. SPIRIT OF THE COMPETITION: If you attempt to compromise the integrity or proper operation of the Competition by cheating or committing fraud in any way, Arsenal reserves the right to render your entry invalid, seek damages from you and ban you from participating in any of their future competitions.

28. CONTACT: If you have any questions about the Competition, please write to Junior Gunners, Marketing Department, The Arsenal Football Club Limited, Highbury House, 75 Drayton Park, London N5 1BU or email <u>juniorgunners@arsenal.co.uk</u>.