



Let's talk holidays

Capture the moment – Terms & Conditions

Please read these Terms and Conditions carefully before entering the competition. By entering you indicate that you accept these terms and conditions and you agree to be bound by them.

1. **Promoter's Details:** Hayes & Jarvis (Travel) Limited (the “Promoter”), a member of the Travelopia Group of companies, registered in England under number 509596 and whose registered office is at Registered Office: Origin One, 108 High Street, Crawley, West Sussex, RH10 1BD
2. **Eligibility:** This competition is open to anyone resident in the UK or the Channel Islands, who is 21 years of age or older. Employees and immediate family (defined as parents, children, siblings, spouse and life partners) of the Promoter or its affiliates, subsidiaries, advertising or promotion agencies are not eligible to enter this competition.
3. **How to Enter and Conditions of Entry:**
 - a. Internet access required to participate. To enter you must share an image under #LetsTalkHolidays and @hayesandjarvis on either via Facebook, Instagram or Twitter along with a brief description of why you have chosen it
 - b. The image entered must be of an authentic travel experience, must be inspiring, can be of a city/beach/landscape/people or wildlife. It must be of a destination featured by Hayes & Jarvis or Austravel (no European destinations). It must be without filters. The competition is open to amateur photographers only. Images of 300dpi or above must be available.
 - c. No purchase necessary. No entries from agents or third parties or entries automatically generated by computer will be accepted. Incomplete or corrupted entries will not be accepted. Entries will only be accepted if they comply with all entry instructions.
 - d. The Promoter reserves the right (in its absolute discretion) to reject entries and disqualify entrants, including without limitation where the Promoter has cause to believe that (i) there has been a breach of these terms and conditions or (ii) the entrant has interfered with the fair running of this Competition, including without limitation by manipulating entries or the results, or has provided false information or has acted unethically in any other way.
4. **Use of Data and Images:**
 - a) All details provided by you will be held by the Promoter and used in accordance with these terms and conditions and the Promoter's Privacy Policy available at <https://www.hayesandjarvis.co.uk/about-us/booking-hayes-jarvis/privacy-policy>

- b) By submitting an entry to the Competition, You grant the Promoter:
- I. Permission for your entry to be published on the Promoter websites including but not limited to www.hayesandjarvis.co.uk and on any social media account controlled by the Promoter, including but not limited to Facebook and Twitter accounts, and you grant the Promoter a non-exclusive, irrevocable, royalty-free, worldwide, perpetual licence (with a right to sub-license) to use, republish, edit and/or modify your Competition entry in any/all media (including in electronic format, hard copy and in the Promoter publications) for purposes connected with the Competition and as described in these Terms and Conditions; and
 - II. The right to use your name and country of residence for the sole purpose of identifying you as the author of your entry and/or as a winner in the Competition.
- c) You also hereby waive all your moral rights in your entry. Notwithstanding the afore-going waiver, in order to use entries as intended and advised in these Terms and Conditions, the Promoter may need to modify entries, including but not limited to resizing, cropping or colour adjustment as necessary, provided that the Promoter shall endeavour in undertaking such modifications to maintain the integrity of your entry as originally created.
- d) You warrant that you own the copyright to your Competition entry as its author. Your entry must be your own work, must not be copied, must not contain any third-party materials and/or content that you do not have permission to use, must not include any trade marks, and must not show inappropriate or dangerous behaviour, or otherwise be obscene, defamatory, distasteful, offensive, or in breach of any applicable law or regulation, or in breach of any confidentiality obligations owed by you to third parties. If the Promoter has reason to believe your entry is not your own work or otherwise breaches these terms and conditions, then the Promoter may not consider it and may disqualify it.
- e) Entrants confirm that each individual whose image is featured in the Competition entry has given consent for the use of his/her image in connection with this Competition and in accordance with these terms and conditions. Where an individual whose image is featured in a Competition entry is aged less than 18 years the entrant confirms that the parent or guardian of that individual has given the relevant consent. You also agree to sign any release forms, consents or otherwise which we may, acting reasonably, deem necessary to fully authorise the use of any images as per these terms and conditions.
5. **Dates:** The competition commences on 19 August 2018 and closes on 14 October 2018. All entries must be received by 23.59 on the 14 October 2018.
6. **Receipt of Entries:** The Promoter cannot be held responsible for network, computer or software failures of any kind, which may restrict or delay the sending or receipt of your entry. The Promoter is not responsible for entries not received and/or any lost entries.
7. **Prize(s):**
- a. All entries received will be entered to win the following: a 14 night escorted group tour on western USA "Wings over the West". Stay is strictly for 2 adults (aged 21 or over) sharing a room with select meals provided as per full itinerary stated here <https://www.hayesandjarvis.co.uk/holidays/usa/tours/wings-over-the-west>.
 - b. Prize also includes return flights with British Airways in World Traveller Plus for two adults from London Heathrow to Las Vegas, no transfers or pre or post stays are included.

- c. Tour departs on set dates as follows in 2019: 13 or 27 May, 10 or 24 June, 08 or 22 July, 05 or 19 August, 02 or 16 September. Availability on any date is subject to availability at the time the Winner makes the booking.
 - d. Prize-winner and companion will be responsible for transportation to and from London Heathrow. The prize does not include any travel insurance, travel expenses or any other related expenses or meals in addition to the prize package mentioned above. Any extras will be the responsibility of the prize winners and must be paid in full.
 - e. Taxes, fuel surcharges, meals, gratuities, travel upgrades or any other expenses not specifically listed herein are the responsibility of the winner. Winner and travel companions must travel on the same itinerary. Travel companions must be aged 21 years or older. Winner will be solely responsible for obtaining valid identification and compliance with all travel and health requirements (i.e. passports, visas, immunisations etc) relating to acceptance and use of the travel prize packages and must have no impediment to entering the USA. Promoter will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates.
 - f. The prize is as stated, is non-transferrable and no cash or other alternative prize is available, except that in the event of circumstances outside of its control, the promoter reserves the right to provide a similar prize of equal or greater value.
 - g. Additional nights are available at prize winner's expense on request.
 - h. The prize must be booked with the Promoter and can be booked anytime from the date you are awarded the prize up to 31 December 2018 (for the avoidance of doubt the holiday can take place after this date but must be booked by the date). For the avoidance of doubt the entirety of the Promoter's booking terms and conditions apply to the prize and it is a condition of entry that the winner confirms their acceptance of the same when they book. The current booking terms and conditions can be found at <https://www.hayesandjarvis.co.uk/about-us/booking-hayes-jarvis/terms-and-conditions>
 - i. The prize cannot be awarded to any person who, for any reason, would not be allowed by law to purchase or use the prize.
8. **Selection of winners:** One winner will be selected by the Hayes & Jarvis Marketing Team from all entries received and notified by email within 28 days of the closing date. A panel of judges will select one winner of the grand prize from the eligible entries, basing its decision on which entries it considers to best fit the following criteria: fits the Competition theme, is visually appealing, original, self-explanatory and of good quality. The promoter's decision is final, and no correspondence will be entered into.
9. **Notification:** The winner will be notified within 28 days of the closing date with instructions on how to claim their prize. If a winner cannot be contacted or is unable to accept their prize, the Promoter reserves the right to choose another winner from eligible entries received. If a prize winner does not respond within 28 days of first notification attempt, if any prize notification is returned as undeliverable, or in the event of noncompliance with these prize terms and conditions, the Promoter reserves the right to withdraw prize entitlement and the prize will be forfeited and an alternative winner will be selected. Upon prize forfeiture, no compensation will be given.
10. **Winner(s) details:** Details of the winner(s), name and country of residence, will be obtainable after the 30 November 2018 by writing to the Promoter at Hayes & Jarvis Marketing, The Atrium, London Road, Crawley, West Sussex, RH10 9SR. The winner may be required to participate in post-competition publicity, and by entering this competition agree to do so.
11. **General:** The Promoter reserves the right to amend the competition in exceptional circumstances. All entrants agree to abide by these terms and conditions and the Promoter

reserves the right to exclude entrants for any breach of these terms and conditions. The Promoter's decision is final and no correspondence will be entered in to.

12. **Liability:** Insofar as is permitted by law, the Promoter, its agents or distributors will not in any circumstances be responsible or liable to compensate any entrant or accept any liability for any loss, damage, personal injury or death occurring as a result of entering this Competition except where it is caused by the negligence of the Promoter, its agents or distributors or that of their employees. Your statutory rights are not affected.
13. **Governing Law:** These terms and conditions are governed by English law and the Promoter and the entrant hereby submit to the exclusive jurisdiction of the English Courts.