

TERMS AND CONDITIONS

FOR

**QUARTERLY PRIZE DRAWS OFFERED BY TRUE
TALES PUBLICATIONS LIMITED**

*Prepared by-
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Introduction

Participating in the quarterly prize draws offered by True Tales Publications Ltd (the Promoter) is subject to the following Terms and Conditions as well as to any additional terms and conditions as may be specified by the Promoter:

1. Entry Requirements

- 1.1. If you ("**Entrant**" or "**You**") wish to enter into the Prize Draw, buy an online copy of **Complete Fashion** or **Hello! Nigeria** Magazine for the sum of N499.99 only and stand a chance to win N500,000 (Five Hundred Thousand Naira) worth of branded fashion products from trusted fashion outlets. Such purchase must be made **only** on the approved website of the Promoter (www.completefashion.org and www.hello-nigeria.com). The Entrant shall be fully responsible for the accuracy of any information provided, in particular his/her email address.
- 1.2. Entry is open to only registered members. Entry can be made only in the Entrant's own name. Entry is not open to employees of True Tales Publications Ltd and all other persons engaged in developing/carrying out the Prize Draw (e.g. agencies, consultants, and suppliers), their immediate families and members of their households.
- 1.3. It is a mandatory requirement for valid entries that all personal details provided by the Entrant are true and correct. In addition, the Entrant is obligated to notify the Promoter if any of his/her personal details should changed during the Prize Draw period.
- 1.4. The Promoter is entitled to exclude any Entrant from participating in the Prize Draw who manipulates, or tries to manipulate, the entry process or the draw, or violates the Terms and Conditions or public morality, or otherwise tries to influence the Prize Draw in any unfair or dishonest manner. The Prize Draw is not open to persons who provide false personal details.
- 1.5. Entry into the Prize Draw is as stated in 1.1. It should be noted that multiple purchases shall increase an Entrant's chance of winning.
- 1.6. **The Promoter shall accept only online payment made on the Promoter's site e.g. payments via Visa or Mastercard.**
- 1.7. The raffle draw shall be conducted in a quarterly manner ("**Entry Period**"). The first quarter commencing from March – June, 2016. The second quarter shall commence from July – October, 2016 or as specified by the Promoter.

2. How the Draw is carried out

- 2.1. The lucky winner will be chosen at random from all entries which fulfill the entry requirements. The Promoter reserves the right to verify whether or not the entry requirements have been fulfilled.
- 2.2. The prize available is as specified on the Promoter's website. The description and image of the prize provided are merely symbolic and not binding. No cash alternatives will be offered. The winner's entitlement to the prize shall not be transferable.
- 2.3. All winners will be notified after the draw date either by email to the email address provided, by phone or by post to the postal address provided.
- 2.4. The winner shall within 30 days after notification (i) collect his/her prize at the Promoter's Address given below:

True Tales Publications Ltd
1A Ayinde Akinmade Street
Off Admiralty Way, Lekki Phase 1
Lagos

If he/she is instructed to do so in the notification letter, or

(ii). If the Promoter delivers the prize – notify the Promoter (at the email address indicated on the Prize Draw Form) in case he/she has not received the prize, stating the name of the Prize Draw and Prize won. Otherwise the prize shall be deemed as unclaimed and a supplementary winner may be drawn.

3. Liability

- 3.1. The Promoter shall be liable only for damages caused by willful or grossly negligent conduct. This limited liability shall not apply to damages resulting from damage to life, body and/or health, or from the violation of any material obligation. Liability for a negligent violation of any material obligation shall be limited to foreseeable damages.

4. Premature Termination of the Prize Draw

- 4.1. The Promoter reserves the right to end or suspend the Prize Draw at any time without prior notice. This shall apply, in particular, if the proper operation of the Prize Draw cannot be guaranteed due to technical reasons (e. g. viruses in the computer system; manipulation or errors affecting the hardware and/or software), or due to legal reasons.
- 4.2. Save as provided in Section 3 above, the Entrant cannot claim performance or damages if the Prize Draw is terminated prematurely pursuant to Subsection 4.1.

5. Data Protection

- 5.1. Being a responsible entity the Promoter collects, processes, and uses, all personal data disclosed to it in connection with the Prize Draw only in compliance with the applicable laws and regulations referring to data protection. For the purpose of these Terms and Conditions, Personal Data include the following personal data You provide in connection with the Prize Draw: first name and last name, date of birth, street address, postal code, place, country, and email address, as well as data which are created in connection with your entry, such as your status as an Entrant or winner if applicable. The Promoter will not disclose your personal data to any third party. This shall not apply to specified outlets and service providers which assist us in carrying out the Prize Draw ("**Third-Party Data Processor**"). Your personal data will be collected, processed and used exclusively for the purpose of carrying out the Prize Draw.
- 5.2. If you request that your personal data be deleted before the Prize Draw is completed, your entry into the Prize Draw is deemed to be terminated as well. In that case, You are no longer eligible for a prize.

6. Consent to Usage of Winner's Name in Publicity

- 6.1. Your personal data may be used in accordance with this Section 6 in addition to the usage of your personal data provided for in Section 5. Your consent as specified below is given voluntarily takes effect as soon as you enter the prize draw as stipulated in clause 1 of the Terms and will not influence your entry into the Prize Draw or your chance of winning.
- 6.2. The Entrant agrees to his/her first name, last name, place of residence and the prize awarded being made publicly available by the Promoter if he/she wins for the purpose of publicity, in particular on the Promoter's Website or in Social Media marketing (including Facebook, Twitter, etc).
- 6.3. No extra compensation is paid for giving this consent.

7. Applicable Law and Jurisdiction

- 7.1. The Prize Draw Terms and Conditions and the legal relationship between the Entrants and the Promoter shall be constructed in accordance with the law of the Federal Republic of Nigeria and any litigation arising hereunder shall be undertaken in the appropriate Nigerian Court.
- 7.2. If any provision of the Prize Draw Terms and Conditions is or becomes invalid, this shall not affect the validity of the remainder of the provisions. The invalid provision shall be replaced by the applicable legal provision.

8. Dispute Resolution

- 8.1. The Parties agree that any dispute arising out of or in connection with the provision of this Terms or the performance of same, including any question regarding the

existence, validity or termination, shall be first resolved by mediation under the ICC Mediation Rules.

- 8.2. If the dispute arising out of or in connection with the interpretation of the provisions of this Agreement or the performance of same, including any question regarding the existence, validity or termination, is not settled within 14 (Fourteen) days after notice is first given of the dispute, it shall be referred to and finally resolved by arbitration under the ICC Rules. The seat of arbitration shall be Lagos, and the governing law shall be the laws of the Federal Republic of Nigeria.
- 8.3. There shall be 3 (Three) Arbitrators. The Parties shall appoint an Arbitrator each, and both Arbitrators shall appoint the chairman of the panel. Where the Parties are unable to agree on the appointment of the Arbitrators, such appointment shall be done in accordance with the ICC Rules.
- 8.4. Any award of the Arbitrator(s), is final and binding, and may be entered as a judgment in any Court of Competent Jurisdiction. In the event a court having jurisdiction finds any portion of this Agreement unenforceable, that portion shall not be effective and the remainder of the Agreement shall remain in effect.