

Competition Terms And Conditions

- 1. These are the terms and conditions which apply to any competition, prize draw or promotion which we or our promotion partners may run, whether on our or their websites, social media platforms, on-air or otherwise ('Promotion').*
- 2. By entering a Promotion you agree to be bound by these terms and conditions along with any other Specific Rules which relate to a Promotion. Specific Rules might include entry instructions and any other specific details, rules or conditions relating to a particular Promotion, and might be published on our or our promotion partners' website, social media platforms, or may be found in any other media which features a Promotion. The Specific Rules will usually (but may not always) refer to these terms and conditions.*
- 3. In these terms and conditions, 'we', 'us', 'our' and 'Promoter' all mean E FM 88.3 FM. The Promoter's address is 676, Galle Road, Colombo 3, Sri Lanka. Our 'promotion partners' are third parties who operate promotions with us or on our behalf.*

Start and end date/time

- 4. Each Promotion will start immediately (i.e. as soon as it is first promoted), unless a later start date/time is specified. The closing date/time for a Promotion will be made clear in the Specific Rules or the relevant promotional materials. All times will be based on Sri Lanka time.*

Entering a Promotion

- 5. Each Promotion will be open to individuals who are Sri Lankan residents and aged 18 or over unless the Specific Rules or other*

promotional materials or announcements specify a different minimum age.

6. In any event, our employees, agencies, licensees (which include EAP Broadcasting Company Limited (EBC) and their subsidiaries), freelancers, contractors (and those of any of our promotion partners, associated companies or prize providers) and their immediate family members or households (whether related or not), and anyone else professionally involved with the relevant Promotion, are excluded from entering and from winning ('Excluded Individual(s)').

7. To enter, follow the entry process for the relevant Promotion, which will usually be explained in the Specific Rules and/or promotional materials or announcements. We cannot guarantee entry for misspelt, corrupt or ineligible entries. Entries received outside of the opening and closing times of the Promotion will not be accepted.

8. You may only make a maximum of one entry into each Promotion (unless the Specific Rules for a particular Promotion expressly set a higher maximum number of entries for that Promotion).

9. Unless otherwise stated in the Specific Rules, you may not win more than one prize per Promotion and we reserve the right to withhold or reclaim any second or subsequent prize. If there is a prize won, then the winner and any other family members (including but not limited to partner, spouse, grand parents, parents, siblings or children) are automatically disqualified from taking part in any other of our promotions for a minimum period of three months.

10. if you are ineligible to take part in the Promotion (e.g. because

of age restrictions), your entry cannot be transferred to anyone else. Another entrant will be selected from the pool of entries in accordance with the Promotion's Specific Rules.

11. We accept no responsibility for entries that haven't reached us – for example, postal, telephone, text message, online or social media entries not received as a result of network incompatibility, technical faults or for any other reason.

12. If entry involves a live call in, or if the entry instructions in the Specific Rules require it, ensure you answer your telephone when we phone you. If you fail to do so, or if the call goes to voicemail, or if the call becomes disconnected or you are not audible for any reason beyond our control (including, but not limited to; low/no signal on your device, because you are driving or otherwise unable to safely take the call, or a call being dropped by any network, etc.) before or during the Promotion, you may be disqualified and we reserve the right to select another entrant to participate in the Promotion.

13. For each Promotion, there will be only one grand prize winner unless otherwise specified.

14. Unless otherwise specified in the Specific Rules:

a. In the case of a prize draw, winner(s) will be selected at random. This will be done by an automated process or a process which will be conducted or supervised by an independent person, or as otherwise mentioned in the Specific Rules.

b. In the case of a competition, where appropriate winner(s) will either be selected by (a) the Radio Presenter on the show or b) The Channel Head c) The Sponsor of the Promotion d) an Individual Authorized by EBC to do so.

15. If you win a prize, we will notify you within twenty-eight (28) days of the end date of the Promotion. To claim the prize, respond to the notification within the deadline set out in the Specific Rules or the notification (or within 28 days if no timeframe is set in the Specific Rules or the notification) and follow the instructions which will be provided to you.

Prizes

16. The prize or prizes will be as described in the relevant Specific Rules. Imagery may be for illustrative purposes only, and colours and other minor details may vary.

17. Each prize is non-transferable, non-refundable and no cash alternative is available. Unless stated otherwise in the Promotion's Specific Rules, the prize will only be fulfilled to the winning entrant. This means, for example, for a holiday prize at least one of the travelling party must be the winner. We will not be able to transfer or deliver prizes to anyone else, including family members or other Promotion entrants, at the winner's request.

18. If we consider it necessary or appropriate, a prize or prizes (or part thereof) might be varied or swapped for a suitable alternative which will be decided in our sole discretion.

19. If you fail to claim the prize within the time-limit or fail to comply with any other instructions or time-limits notified to you or provide us with incorrect or fraudulent information, you will forfeit your right to the prize. We will then select an alternative winner. You'll need proof of your ID, age and address to claim a prize.

If a cash prize has not been claimed by a winning entrant within 6 months of it being awarded, E FM reserves the right to withdraw the prize or cancel any cheques which have not been cashed.

20. The prize cannot be used in conjunction with other offers, promotions or prizes.

21. Third party terms and conditions apply to parts of a prize where applicable. For example, where the Prize contains ticket(s) to an event, you and any guest or companion will not only be bound by these terms and conditions and the relevant Specific Rules, but also the event organizer and venue owner's rules and any terms and conditions set out on the ticket.

Additional terms relating specifically to prizes

22. We (including the promotion partners) will, of course, try to provide the prize as described. Occasionally, circumstances beyond our reasonable control might make this difficult or impossible. For example, if a prize involves a meet and greet with a celebrity they may be unwell or their commitments may change, or if the prize involves travel or tickets to an event, weather conditions or other circumstances might mean that plans are disrupted, postponed or cancelled. When we can't deliver a prize as described, we will always do our best to provide you with an alternative which we consider to be a reasonable replacement in all the circumstances. We will consult with you when we do so because we don't want you to be disappointed, but you understand that the replacement may not be identical to the original prize.

Publicity and identity of winners

23. If you win a prize, you may be required to take part in reasonable publicity.

24. We and the prize provider may publish and publicise your name, image, social media handle and/or profile picture, and your entry, and we may refer to your and your families association with the Promotion and/or the prize, in any and all media, worldwide, in perpetuity, for publicity and PR purposes.

25. We may film, photograph and/or record you and your family in connection with the Promotion and we may use such film, recording and/or photograph(s) for publicity and PR purposes in any and all media, worldwide in perpetuity.

Use of your entry

26. By entering a Promotion or submitting a video, image, audio file or any other materials in relation to a Promotion (including as part of the entry process or as part of a prize) or if you tag or mention us directly or indirectly in any photo, video or content in connection with the Promotion, you agree that we can re-post, re-tweet, publicise and otherwise use that photo, video or content (with or without any accompanying comments and information like your handle and profile pic). You agree that we can do that via the same platform(s) that you posted or shared the photo, video or content, as well as via other social networks and platforms that we use, and on our websites. However, we'll never sell or charge anyone for copies of your photos, videos or other content (without your approval).

27. By entering a Promotion or submitting a video, image, audio file or any other materials in relation to a Promotion or prize you

are granting us a worldwide, perpetual, royalty free licence in the Intellectual Property Rights (e.g. copyright) in any or all of them.

28. You waive your moral rights in relation to the same.

29. You agree not to use all or any of them in connection with a competitor of ours.

30. You warrant and undertake (i.e. guarantee), that:

i) you own and control all of the rights in your entry, and you have the right to grant the rights set out in these terms and conditions and any Specific Rules;

ii) your entry is personal and related specifically to you (e.g. if you are required to tell a story for your entry, it must be truthful and it must be about you – unless stated otherwise in the Specific Rules);

iii) you have obtained written consent from anyone featured or mentioned in your entry, and your entry (and our and any third party's use of it) does not and will not infringe the rights of any individual or business (including any intellectual property rights, moral rights, right to privacy, confidentiality, etc.);

iv) your entry does not violate any applicable law or regulation;

v) your entry does not contain anything which is indecent, untrue, defamatory, unlawful, hateful, threatening, demeaning, inappropriate, obscene, malicious or which is in contempt of court;

vi) your entry will not cause any kind of harm or damage and does not (to the best of your knowledge or belief) contain any virus, malware, spyware or similar.

31. All rights relating to the Promotion (including the name, title and format) are owned by the Promoter.

32. You will sign such document as we reasonably request, at no cost to us, to confirm any or all of the above.

33. Unless otherwise stated, your entry will not be returned to you.

Data Protection

34. Your personal data, and the personal data of any guest or travel companion, will be collected and processed by us, our licensees and the promotional partners named in the Specific Rules, as well as the prize providers, in order to administer this Prize Draw.

35. We will also use entrants' personal data for marketing purposes where consent has been provided. Personal data may be transferred and processed outside of the EEA. For more details of our use of personal data please read our Privacy Statement.

Liability

36. Your entry or participation in Promotion and/or Prize is at your own risk. If the Promotion or prize requires that you undertake any physical activity please ensure, before entering the Promotion, that you are in good health, that you have informed us before or at the time of claiming the prize of any underlying medical condition, physical or other impairment or medication you are taking which may be relevant and which could adversely affect your use or enjoyment of the prize, or ability to claim the prize. You must notify us immediately if you become ill or become aware of any other relevant medical or health and safety information which could affect your participation in a Promotion and/or prize.

If you have a disability, please make this clear to us when you claim the prize, so we can consult with you well in advance of the prize and make such reasonable adjustments as are practical and within our reasonable control, based on all the circumstances, to ensure that you can enjoy the prize to the fullest extent.

37. If we consider that you or your entry are in breach of these terms and conditions, or if we have grounds to suspect any entrant or third party of cheating, deception or fraudulent or unsportsman-like conduct of any kind (including, without limitation, manipulating a Promotion, choice of prize winner(s) or any entry), without limiting the options available to us, we reserve the right in our sole discretion (and without us incurring any liability) to disqualify any entrant, entry or person we reasonably believe to be responsible for, or associated with, such activity. We also reserve the right to disqualify you from a Promotion and/or prize (without us incurring any liability) if in our reasonable opinion you or your family conduct yourselves in a way which is abusive or which exposes you or others to any medical, security, safety or similar risk whatsoever (including if you are intoxicated or abusive in any way). You agree that you will not do anything which is likely to bring us or any of our promotion partners into disrepute or which might adversely affect our reputation or the Promotion. If you are disqualified prizes may be withheld or withdrawn. You will not be compensated and you may be required to pay any costs incurred. Another entrant or winner may be selected at our discretion to take part in the Promotion and win the prize.

38. In no event will our and/or the promotion partners' total aggregate liability to you exceed the cost of the prize.

39. Unless otherwise expressly stated in the Specific Rules, the Promotions are in no way sponsored, endorsed or administered by,

or associated with any social media platform (including without limitation Twitter, Facebook, Instagram or YouTube). You hereby release all such social media platforms from any liability. Any questions, comments or complaints regarding this Promotion must be directed to the Promoter only, and NOT to any social media platform.

Other rules

40. We reserve the right to withdraw or amend any Promotion, Specific Rules and/or these terms and conditions if we consider it necessary or appropriate to do so for reasons beyond our reasonable control or if there has been a broadcasting or printing error, etc. Any changes will be posted here and/or on our website.

41. When entering a Promotion or claiming a prize you must use your real name. You may be required to provide us with proof of your identity, address and eligibility on request. Failure to provide adequate information (or to adequately prove eligibility) may result in your disqualification and/or withholding or withdrawal of a prize.

42. Unless the Specific Rules state otherwise you can only enter each Promotion once. Even where multiple entries are permitted, we will not tolerate any attempts to excessively manipulate the outcome in any of our Promotions. No bulk, automated, machine assisted, third party, syndicate or other group entries will be accepted. You may not use multiple devices (e.g. mobile phones) to enter any Promotion either as an individual or as a group or syndicate. We will disqualify any entries which, in our reasonable opinion, appear to have used any of these entry methods – this may include entries from the same IP address, telephone number, or similar. You may not enter a Promotion if you have been given

the answer(s) or any other relevant information in relation to the Promotion, directly or indirectly by any Excluded Individual.

43. For Promotions involving online voting, only one vote for each valid email address will be accepted. We reserve the right to disqualify any entrant making, or attempting to make, multiple votes, and to disregard any votes which we, in our sole discretion but acting reasonably, consider to be suspicious, fraudulent or attempting to excessively manipulate the outcome of the vote.

44. If Specific Rules contain a rule which directly contradicts these terms and conditions, to the extent of that contradiction the Specific Rules will override these terms and conditions for that Promotion. Otherwise, these terms and conditions will continue to apply in their entirety.

45. In these terms and conditions, any Specific Rules and promotional materials, examples are given to help illustrate some terms, they are not exhaustive and do not limit those terms in any way.

46. In the event of any dispute, our and any judges' decisions are final, and no correspondence will be entered into.

47. So that we can ensure the fairness of our Promotions, we reserve the right to prevent you, at our absolute discretion, from entering any of the Promotions for a period of three months ("Exclusion Period") if you have either (A) won a prize, or (B) won more than one prize during the previous six months. If we choose to exercise this right, we will notify you in writing. If you continue to enter any Promotion during the Exclusion Period, we reserve the right, at our absolute discretion, to disregard your entry, remove prizes and impose a further exclusion period of twelve months from the date of your last entry attempt. Entry fees (if any) will not be

refunded. We reserve the right to disqualify your mobile phone number from future Promotions during this Exclusion Period.

48. If you breach these terms and conditions, we reserve the right to disqualify you from a Promotion and/or withhold or withdraw a prize. Another entrant or winner will be selected to take part in the Promotion and win the prize.

49. These terms and conditions, together with the relevant Specific Rules, represent the entire agreement between you and us in relation to the Promotion and the prize. The invalidity, illegality, or unenforceability of the whole or any part of the terms and conditions or any Specific Rules does not affect the remainder of these terms and conditions or any Specific Rules, which will remain in full force and effect. These terms and conditions and the Specific Rules do not create any right or benefit enforceable by any third party.

50. The Promotion, and these terms and conditions, are governed by Sri Lankan law, and any disputes arising in connection with them shall be subject to the exclusive jurisdiction of the Sri Lankan courts.

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