

Terms and Condition to win a year's free insurance (up to £300) with Equesure Equine Insurance Horsemart Competition

1. This competition is run by Equesure Equine Insurance ("Promoter", "we" or "our" or "us"), Equesure Equine Insurance is a trading name of Insurance Factory Limited, registered in England (No. 02982445) with registered office address at 45 Westerham Road, Bessels Green, Sevenoaks, Kent TN13 2QB.
2. The competition is open to all residents of the United Kingdom aged 18 or over except the Promoter's employees, their relatives, agents organising or promoting the competition. Proof of identity and eligibility may be required.
3. These terms and conditions apply to the Equesure competition to win a year's free equine insurance – The Prize (either Horse/Horsebox/Trailer/Rider, and up to the value of £300) by entering the 'Win A Years Free Insurance' competition, promoted by Horsemart. Please note that the prize will be subject to underwriting acceptance criteria.
4. Acceptance of these terms and conditions is a condition of entry. By entering into the competition, you agree to be legally bound by these terms and conditions. In the event of any conflict between these terms and conditions and any other instructions or terms, these terms and conditions shall prevail where they apply.
5. The Competition will open at 09:00 on Tuesday 14th August 2019 ("Opening Date/Time") and will close at 21:00 on Monday 14th October 2019 ("Closing Date/Time"). If you enter either before the Opening Date or after the Closing Date your entry will not be accepted. To enter the competition, complete the entry form which can be found at www.equesure.co.uk/competitions/win-years-free-insurance/. You may be contacted by Equesure Equine Insurance to discuss your insurance requirements and to offer you a quotation. All entries will go into a prize draw where a final winner will be picked at random. The winner will be notified within two weeks after the competition has ended, and will be contacted on the details they have provided.
6. After the Closing Date one entrant will be randomly selected ("Winner") and the Prize is awarded conditionally upon the Winner's acceptance of it. If the Prize is unclaimed within 5 working days of the Winner being notified, the Prize shall be deemed unclaimed or unaccepted and a supplementary Winner may be chosen at the Promoter's sole discretion. The Promoter shall not be held responsible for non-delivery of the Prize to the postal address provided or any failure by the Winner to take advantage of the Prize for any reason and no alternative will be provided. It is your responsibility to inform the Promoter of any change to your contact address or e-mail address.
7. The Promoter accepts no responsibility for entries submitted incorrectly or delayed, that do not comply with the terms and conditions.
8. The Promoter's decision as to entrants taking part and the Winner is final. No correspondence relating to the Competition will be entered into.
9. Our liability to you for any direct, indirect or consequential damage or loss is excluded to the maximum extent permitted by law and in particular we will have no liability to the Winner or to any other third party in respect of any issue which affects the quality or fitness for any particular purpose of the Prize or any damage or loss resulting from making use of the Prize. You further accept that any replacement or substitution of the Prize is at our sole discretion and we are under no obligation to do so.
10. The Prize is non exchangeable, non-transferable and no cash alternative is available. There is no cost to enter the Competition. The Winner agrees not to sell, offer to sell or use the Prize for any commercial or promotional purpose (including placing the Prize on an internet auction site).

11. By entering the Competition you consent to the Promoter's use of your personal data for the purposes of administering the Prize but such personal data will not be shared with non-affiliated third parties.
12. If you are the Winner, you may be required to take part in any post-competition publicity as reasonably required by us, which may include publication of your name, photographs of you, video, and/or voice recordings. The Promoter will confirm your consent before publishing.
13. The Promoter agrees to comply with the provisions of the Data Protection Act 2018 and General Data Protection Regulation (GDPR) including any subordinate legislation made under it and any provision amending, superseding it or re-enacting it (whether with or without modification).
14. We will endeavour to store/ use your personal details in line with our Privacy Policy which can be found [here](#).
15. The Promoter, reserves the right, at their discretion, to:
 - (i) Amend these terms and conditions; and
 - (ii) Disqualify any entrants who do not comply with these terms and conditions or has acted fraudulently in any way; and
 - (iii) suspend or cancel the Competition at any time and without providing any prior notice, if in its opinion it is deemed necessary or if circumstances arise outside its control; and
 - (iv) substitute the Prize or any element of the Prize including the Prize value in the event that the Prize cannot be provided to the Winner.
16. The Promoter cannot accept any responsibility whatsoever for any technical failure or malfunction, availability or functionality or otherwise or any other problem with any server, system, network or mobile operator or service provider or otherwise which may result in any registration not being properly logged, not recorded or recognised.
17. Nothing in these terms and conditions shall limit or exclude the Promoter's liability for:
 - a) Death or personal injury caused by its negligence;
 - b) Fraud or fraudulent misrepresentation.
18. Subject to clause 19 and to the maximum extent permitted by law, the Promoter shall not be liable for any claims or actions of any kind whatsoever for damages or losses to persons, the Winner, of property which may be sustained in connection with the receipt, ownership and/or use of the Prize or any element of the Prize, any acts or omissions of its agents.
19. If any of these terms and conditions are found by a competent court or other competent authority to be void or unenforceable, that term or condition shall be modified to the minimum extent necessary to make it valid, legal and enforceable.
20. This Competition is governed by English law and is subject to the exclusive jurisdiction of the courts of England and Wales.