



Cold Tapes Podcast Competition 2024 (the "Competition") Terms and Conditions

These Terms and Conditions prevail in the event of any conflict or inconsistency with any other communications, including advertising or promotional materials. Entry is deemed to form part of these Terms and Conditions and by participating all entrants ("**Entrants**") will be deemed to have accepted and be bound by these Terms and Conditions. Please retain a copy of these Terms and Conditions for your information.

1. **Promoter:** Free Turn Limited, 12-13 Little Newport Street, London, WC2H 7JJ.
2. **Eligibility:** This Competition is open to all GB residents (England, Scotland and Wales) aged 18 or over, except for anyone directly connected with the planning or administration of the Competition including Free Turn Limited employees, their advisors, their agencies and their immediate families (spouse, parent, child, sibling, grandparent and/or 'step' family).
3. **Competition Period:** The Competition opens at 9am on Monday 15th April 2024 and closes at 11pm on Friday 6th September 2024 (the "**Closing Date**").
4. **How to enter:**
 - 4.1 In order to enter the Competition to be considered for the Prizes (defined below) each Entrant must:
 - a. locate the Cold Tapes Podcast (the "**Podcast**") via the Podcast website at <http://www.coldtapes.com> or on a podcast listening platform to listen;
 - b. complete the online registration form with your full name and email address on the Podcast website <http://www.coldtapes.com>, tick the boxes to confirm acceptance of these Terms and Conditions, any applicable terms and conditions, any relevant consents and the Promoter's privacy policy;
 - c. pay the £5.00 initial entry fee on the Podcast website. Entrants may submit multiple entries at a reduced fee of £2.00 per entry. Locate the dropdown box and select the name of the character from the Podcast you suspect to be the murderer from the online drop-down list on the Podcast website. To enter for free, write the name of the character from the Podcast you suspect to be the murderer on a postcard with your full name and email address and send by second-class post to COLD TAPES, PO Box 81084, LONDON, E17 0AR. All entries must be received by the Promoter before the Closing Date. There are no alternative methods of entry;
 - d. be eligible to enter under these Terms and Conditions;
 - e. be available to attend CrimeCon UK in London on 21st or 22nd September 2024 to accept the Main Prize.
 - f. there is one Prize. If you enter more than once your first winning entry will be accepted and the others will be disqualified;
 - g. only entries which correctly identify the murderer and correctly complete the above actions will be eligible for winning the Prize; and



- h. online entry requires an internet connection and normal data charges will apply.
- 5. Any person entering via an agent or using the services of or which is an entity carrying on the business of entering (or advising on entering) prize promotions will be void.
- 6. Proof of sending will not be accepted as proof of delivery or receipt of entry. Incomplete, illegal, misdirected or late entries will not be accepted. The Promoter takes no responsibility for entries that are delayed, incomplete, effected by technical difficulties, effected by a faulty URL, or lost due to Royal Mail delays, strikes or otherwise.
- 7. No third party or bulk entries. Do not enter on behalf of another person. Entries via consumer groups or syndicates, entries by macros or other automated means and entries which do not satisfy the requirements of these Terms and Conditions in full will be disqualified. If it becomes apparent in the reasonable opinion of the Promoter (irrespective of whether correct or not) that an Entrant is using any means to circumvent this condition such as, and without limitation, acting fraudulently or dishonestly in the opinion of the Promoter; using identities other than their own; creating fake identities or using any other means in order to increase that Entrant's entries or otherwise acting in violation of these Terms and Conditions, those Entrants and any natural person (or otherwise) associated will be disqualified, and any Prize entitlement will be void.
- 8. The Promoter may offer additional entries on the Podcast website through affiliate partners.
- 9. The Promoter reserves the right to determine, in its sole and absolute discretion, whether an Entrant has already won the Prize and to disqualify any subsequent Prize claims.
- 10. The Promoter reserves the right to exclude any entries which it believes to be fraudulent or based on misconduct, or if, in its reasonable opinion, it considers that there is a significant risk that the Entrant may bring the Promoter's brand(s) into disrepute.
- 11. All entries and any related material must be free from sexist, racist, defamatory, obscene, anti-religious, homophobic, bullying, harassing, violent, sexual or otherwise unacceptable content in the sole opinion of the Promoter. The Promoter reserves the right to review, edit, alter or remove any entry in its sole discretion, which does not comply with these Terms and Conditions or which it reasonably believes does not comply with these Terms and Conditions.
- 12. **Winner Selection**
 - 12.1 There is one winner ("**Winner**"). The Winner will be randomly selected from all eligible entries within 14 (fourteen) days of the Closing Date.
 - 12.2 Failure to comply with these Terms and Conditions (including any deadlines therein) and other instructions of the Promoter at any stage during the Competition and the Prize fulfilment process (whether or not communicated via an agent) may result (in the Promoter's sole discretion) in the Prize being withheld and that Winner's claim being deemed void for all purposes.



- 12.3 In the event that any winning entry later proves to be invalid or deemed void then the Promoter may re-award the Prize as it sees fit (but shall not be obliged to do so); specifically, the drawing of one or more reserve entries for any draw shall not of itself imply any obligation for the Promoter to award the Prize to a reserve entry should a winning entry become invalid or deemed void.
- 12.4 It is the responsibility of the Entrant to provide their correct, up-to-date details when entering the Competition, in order for their Prize claim to be processed if they are the Winner. The Promoter cannot be held responsible for the Winner failing to supply accurate information at point of entry which affects Prize acceptance or delivery of their Prize. Please note it will not be possible to update or amend your full name or email address after entering the Competition, or if you are drawn as the Winner.

13. Winner Notification

- 13.1 The Winner will be contacted via email provided at point of entry by Friday 16th September 2024, informing them of their win. The Winner is required to respond within 48 hours and a failure to respond will result in the Winner forfeiting their Prize and a new Winner will be drawn.

14. Prizes

One (x1) prize ("**Prize**") of:

- £10,000; and
- Super Sleuth of the Year Award, awarded at CrimeCon UK on 21st September or 22nd September 2024.

- 14.1 There are no cash alternatives to the Prize stated and the Prize must be accepted by the named Winner. The Prize is non-transferable.
- 14.2 Subject to the Winner successfully accepting and redeeming the Prize, the money will be payable by the BACs in the name of the winner only by 31st October 2024 (inclusive).
- 14.3 The Promoter intends to film and photograph all activities in connection with the Prize including Winner attendance and any Prize acceptance at CrimeCon UK ("**Footage**") which the Promoter may make public. The Winner hereby agrees that as between the Promoter and the Winner, the Promoter shall own all rights, titles and interests throughout the world in and to the Footage and accordingly the Winner hereby assigns to the Promoter all intellectual property rights in any Footage throughout the world for the full unexpired period of such rights under applicable law throughout the world.
- 14.4 The Promoter reserves the right to provide an alternative Prize of equal or greater value.
- 14.5 The Promoter shall not be responsible for reimbursing any additional costs not included in the Prize. Any costs which it may be necessary or desirable for the Winner to incur in connection with the Prize (e.g., subsistence, accommodation, transportation) and which costs are not expressly stated as being included within the Main Prize shall be the sole responsibility of the winner.



15. Privacy

- 15.1 Details are collected for the purpose of administering the Competition only. Winner details may be passed onto a third party for prize fulfilment and winner notification only and will not be used for any other purpose. To find the Promoter's privacy policy visit www.coldtapes.com/privacy
- 15.2 You hereby consent to the recording, processing, use and disclosure by the Promoter (or their agents) of personal data relating to you as set out above including the recording, processing, use and disclosure of your sensitive personal data to the extent required by reason of administering the Winner's Prize.
- 15.3 The surname and county of the Winner will be made available to anyone who requests it by emailing help@coldtapes.com within 1 month of the Closing Date. Entrants may request their surname and county is not published in the event they win by emailing help@coldtapes.com before the closing date. However, the Promoter shall provide the surname and county of the winner to competent authorities upon request from such competent authorities (including the Advertising Standards Authority).

16. General

- 16.1 The Promoter reserves the right to hold void, cancel, suspend, or amend the Competition at its discretion owing to factors outside its reasonable control, but will use reasonable endeavours to avoid Entrant disappointment.
- 16.2 Where the Promoter suspects that an Entrant has breached these Terms and Conditions, the Promoter reserves the right to verify the Winner and ask for proof of identity and age and that they are the person associated with the winning entry.
- 16.3 The Promoter accepts no responsibility for errors or other issues that may result in disruption to the Winner notification and, or the Prize. The Promoter will not be responsible for the non-inclusion of entries, including any such failure which is within the control of the Promoter.
- 16.4 Entry into the Competition is at the Entrant's sole risk. To the extent permitted by law, the Promoter does not accept any responsibility for any damage, loss, liabilities, injury, costs, expenses or claims (whether in contract, tort or otherwise) suffered by Entrants or any third parties arising out of or in connection with the Competition and/or accepting the Prize. The Promoter further disclaims liability for any injury or damage to Entrants or any other person relating to or resulting from participation with this Competition save that nothing in these Terms and Conditions shall act to limit or exclude the Promoter's liability resulting from its negligence or fraud.
- 16.5 The Promoter's decision is final and binding. No correspondence will be entered into.
- 16.6 All age limits shall be deemed to be actual age as at the time of acceptance of these Terms and Conditions, unless expressly stated otherwise in these Terms and Conditions.



- 16.7 An entry will be void (unless otherwise directed by the Promoter) having deemed it (at the Promoter's discretion) (i) to be incomplete, damaged or unreadable or (ii) to have been made by an ineligible person or (iii) to have failed to comply with these Terms and Conditions.
- 16.8 All communications relating to the Competition should be addressed as follows:
help@coldtapes.com
- 16.9 For any entry which is or becomes void, any corresponding Prize claim shall become invalid and in consequence the Promoter may withdraw or cancel any Prize notification or award and oblige the Entrant to (i) forfeit all rights to the Prize (ii) (if the Promoter deems this to be applicable) return the Prize at the Entrant's expense in the same condition as awarded and (iii) accept that no right of compensation shall arise.
- 16.10 All trade marks are the property of their owner.
- 16.11 The Promoter reserves the right to validate any claim and may ask for proof of identity and/or address and/or age and/or compliance with these Terms and Conditions.
- 16.12 The application and interpretation of these Terms and Conditions shall be governed by the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction in relation to any dispute concerning them.