## **DATED 28/03/2022**

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The "Strategist X Tile Giveaway" Terms and Conditions

- 1. **Eligibility:** The "Strategist X Tile Prize Draw" (the "Promotion") is open to all legal residents of the United Kingdom at least 18 years of age or over at the time of entry who have internet access and a valid email address. Employees, independent contractors, interns, officers, directors, and agents of the Promoter (as defined below), as well as the immediate family members (spouse, parents, siblings, and children, and their respective spouses), household members, and any third party directly associated with administration of the Promotion are not eligible to enter or participate in the Promotion.
- 2. **No Purchase Necessary** The Promotion is free to enter and no purchase is necessary to enter or win.
- 3. **Entry Period:** The Promotion begins, and entries will be accepted online at the Promotion Website (defined below) starting at 12:00pm on 06/04/2022, and the closing date of the Promotion is 5:00pm on 14/04/2022 ("Entry Period"). All online entries must be received by 5.00pm on 14/04/2022. All times are (GMT-00:00) Western European Time Zone (UK, Ireland, Portugal). Entries submitted before or after this time will not be eligible or considered. Promoter's computer is the official time-keeping device for the Promotion.
- 4. How to Enter: All entries must be submitted via ViralSweep. During the Entry Period, visit the Promotion Website and complete the official online entry form by filling out the requested information (which may include your name, age, and email address and completing the actions detailed on the Promotion Website. The entry must fulfill all Promotion requirements, as specified, to be eligible to win a prize. Entries that are not complete or do not adhere to these Promotion Terms & Conditions may be disqualified at the sole discretion of Promoter. You may enter only once and you must fill in the information requested. You may not enter more times than indicated by using multiple e-mail addresses, identities or devices in an attempt to circumvent the rules. If you use fraudulent methods or otherwise attempt to circumvent the rules your submission may be removed from eligibility at the sole discretion of Promoter. The use of an agency or any automated system to enter is strictly prohibited and Promoter reserves the right to disqualify any entries received through such methods, as determined by Promoter, in its sole discretion. If you access the Promotion Website on your mobile device to participate in this Promotion, your wireless service provider may charge you for applicable data charges. You should consult your wireless service provider regarding its pricing plans. Message and data rates may apply.

The Promoter accepts no responsibility for entries not successfully completed due to a technical fault, technical malfunction, computer hardware or software failure, satellite, network or server failure of any kind.

- 5. **Drawing:** After the Entry Period, three (3) winners will be chosen by random draw performed by the Promoter or a Promoter representative within five (5) working days after the Entry Period ("Draw Date"). The decision of the Promoter is final and no correspondence or discussion will be entered into regarding the decision.
- 6. **Odds:** The odds of winning depend on the number of eligible entries received.
- 7. **Prize:** The three (3) winners will receive a first place prize of a Tile Essentials Pack and a Tile Pro, second place prize of a Tile performance pack, and a third place prize of a Tile

Starter pack, and a Strategist tote bag for each winner. Colours and sizes of any prizes described or pictured may vary. If the prize package, or any prize listed as being in the prize package, cannot be awarded for any reason then a reasonable equivalent of approximately equal value will be awarded. You are not guaranteed to win a prize and your chance of winning is dependent on the total number of eligible entries received. Actual/appraised value may differ at time of prize award. The specifics of the prize shall be solely determined by the Promoter, and any prize details not specified above will be determined by Promoter in its sole discretion.

The prize for each winner is non-exchangeable, non-transferable, non-assignable, and no substitution or cash alternative is offered or permitted, except at Promoter's sole discretion.

The names of companies, products, and logos have been used for identification purposes only and may be the copyrighted properties and trademarks of their respective owners. The mention of any company, or the inclusion of a product or service as a prize, does not imply any association with or endorsement by such company or the manufacturer or distributor of such product or service and, except as otherwise indicated, no association or endorsement is intended or should be inferred.

- 8. **Notification and Requirements of Potential Winner:** The potential winner will be notified by email (to the email address provided at entry) within five (5) working days following the drawing and must provide a postal address to claim their prize. Promoter shall have no liability for a winner's failure to receive notices due to winners' spam, junk e-mail or other security settings or for winners' provision of incorrect or otherwise non-functioning contact information. If the selected winner cannot be contacted, is ineligible, fails to claim the prize within seven (7) days from the time award notification was sent, the prize may be forfeited and Promoter reserves the right to offer the prize to the next eligible entrant selected from the draw. Promoter does not accept responsibility if you are not able to take up the prize. Only two (2) alternate potential winners will be contacted. The receipt by winner of the prize offered in this Promotion is conditioned upon compliance with these Terms and Conditions. Any violation of these Terms and Conditions by any winner (at Promoter's sole discretion) will result in such winner's disqualification as winner of the promotion and all privileges as winner will be immediately terminated.
- 9. **Prize Fulfillment:** The prize will be sent to the winners by post to the address(es) provided within 10 working days of claiming the prize and providing a postal address as provided above. It is the winners' responsibility to be available to accept the delivery of the prize.
- 10. **Final and Binding:** The decision of the Promoter regarding any aspect of the Promotion is final and binding and no correspondence will be entered into about it.
- 11. **Winner's List:** The Promoter must either publish or make available information that indicates that a valid award took place. To comply with this obligation the Promoter will send the surname and county of major prize winners and, if applicable and not objected to by the winners, copies of their winning entries, to anyone who emails rosie.percy@thestrategist.co.uk attn: Strategist X Tile Prize Draw within thirty (30) days after the closing date stated in condition 3. If you object to any or all of your surname, county, and winning entry being published or made available, please email the Promoter at rosie.percy@thestrategist.co.uk attn: Strategist X Tile

Prize Draw. In such circumstances, the Promoter must still provide the information and winning entry to the Advertising Standards Authority on request.

- 12. **Promotion Operation:** In the event that the operation, security, or administration of the Promotion is impaired in any way for any reason, including, but not limited to, non-authorized human intervention, fraud, virus, or other technical problem, Promoter may, in its sole discretion, either: (a) suspend the Promotion to address the impairment and then resume the Promotion in a manner that best conforms to the spirit of these Terms and Conditions; (b) award the prize at random from among the eligible entries received up to the time of the impairment, (c) terminate the Promotion without awarding any prize. Promoter reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Promotion or website or violates these Terms and Conditions or in an unsportsmanlike or disruptive manner. Promoter has the right, in its sole discretion, to maintain the integrity of the Promotion, to void entries for any reason, including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by these Terms and Conditions; or the use of bots, macros or scripts or other technical means for entering. Any attempt by an entrant to deliberately damage any web site or undermine the legitimate operation of the Promotion may be a violation of applicable laws and should such an attempt be made, Promoter reserves the right to seek damages from any such person to the fullest extent permitted by law. Failure by Promoter to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision. Proof of sending any communication to Promoter by mail shall not be deemed proof of receipt of that communication by Promoter. In the event of a dispute as to any online entry, the authorized account holder of the e-mail address used to enter will be deemed to be the participant. The "authorized account holder" is the natural person who is assigned to an email address by an internet access provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted e-mail address. The Promotion is subject to all applicable laws and regulations.
- 13. **Representations and Warranties:** By entering the Promotion, you represent and warrant that you meet the eligibility requirements set forth hereunder, and indicate your full and unconditional agreement to, and acceptance of (a) these Terms and Conditions, and (b) Promoter's decisions, which are final and binding. Being selected to and receiving a prize is contingent upon fulfilling all requirements set forth in these Terms and Conditions. Promoter reserves the right to refuse entry, or refuse to award the prize to anyone in breach of these Terms and Conditions.
- 14. The Promoter reserves the right to hold, void, cancel, suspend, or amend the promotion where it becomes necessary to do so.
- 15. **Privacy and Publicity.** Please review these Terms and Conditions and the Promotion Website administrator's Terms and Conditions before entering the Promotion. Any information you submit to Promoter as part of the Promotion, including personal data supplied during the course of this Promotion, will only be processed in accordance with Promoter's <u>Privacy Policy</u>. See also condition 11 with regard to the announcement of winners. By entering the Promotion, participants further acknowledge and agree that information submitted through the Promotion Website may be collected and shared by the Promoter according to Promoter's Privacy Policy

(link to policy already provided in this Section 15). For any privacy concerns or requests, please refer to Promoter's Privacy Policy.

- 16. The Promotion will be governed by English law and entrants to the Promotion submit to the jurisdiction of the English courts.
- 17. The Promoter of this Promotion is Vox Media, LLC,1201 Connecticut Avenue, 12th Floor, NW, Washington, DC 20036.