

## Overview

Resellers of Eclipse (**Partners**) that have registered for this promotion and achieved 40 Points (as defined below) from sales of EFM, FTTC, EoFTTC, Fibre Ethernet and Managed WAN products (**Products**) (and any other products added part way through the promotion) in accordance with the terms and conditions below (**Terms and Conditions**) by 30<sup>th</sup> April 2016 will win one ticket to a track day (**Track Day**) hosted and provided by JPM Limited, trading as Palmer Sport (company number 2021209) (**Palmer Sport**).

## Terms and Conditions

1. The promotion will start on 1st February 2016 and shall end on 30<sup>th</sup> April 2016 (**Promotion Period**).
2. During the Promotion Period, Partners will be allocated points (**Points**) for each Product that they sell as set out below:

(a) FTTC	1 point
(b) EFM	5 points
(c) EoFTTC	5 points
(d) Fibre Ethernet	10 points
(e) Managed WANs	20 points
3. To be eligible to win a ticket to the Track Day, Partners must register by filling out the registration form directly above these Terms and Conditions and accept these Terms and Conditions by clicking "I accept" where prompted next to these Terms and Conditions.
4. If you are a prospective Partner, it is a condition of entry into this promotion that you sign the documents required by Eclipse to become a Partner. Please contact the Partner team on 01392 333 419 or email [partner@eclipse.net.uk](mailto:partner@eclipse.net.uk) to receive the relevant documentation, which will need to be completed and sent back. Prospective Partners will be subject to Our standard processes, such as credit checking, and will only become a Partner once We approve their application and once We sign

the relevant documentation to make them a Partner. Points will only accrue once You have become a Partner in accordance with this clause.

5. Any registrations received after 30<sup>th</sup> April 2016 will not qualify. Only one entry per Partner is permitted and any multiple entries will be disqualified from entry. Points will only accrue from 1<sup>st</sup> February 2016 (or the date a prospective Partner becomes a Partner in accordance with clause 4). Any Points accumulated prior to that date shall not be counted.

6. All Partners that have successfully registered and have achieved 40 or more Points by 30<sup>th</sup> April 2016 (in accordance with these Terms and Conditions) shall be granted one ticket to the Track Day (and only a maximum of two attendees per successful Partner may attend and participate in the Track Day if 80 or more points are achieved). Points shall be allocated, and Points totals shall be calculated, solely by Us and Our decision will be final on the matter.

7. No responsibility will be accepted for registrations that are lost, damaged or delayed as a result of any network, computer or telecommunications hardware or software failure of any kind. Incomplete registrations may be treated as invalid.

8. The winners will be notified by telephone, post or email at Our discretion as soon as reasonably practicable after 30<sup>th</sup> April 2016.

9. Reasonable efforts shall be made to contact the winners. If (i) We are unable to make contact with a winner; (ii) the winner is unable to comply, or has not complied, with these Terms and Conditions; or (iii) a winner declines their prize, We reserve the right to offer the prize to another entrant. We will not be responsible for any inability of the winner to take up the prize.

10. We reserve the right to provide a substitute prize of similar value should the specified prize become unavailable for any reason. Cash or credit alternatives will not be offered. The prize is not transferable. It is Your discretion as to who within the Partner organisation is given the ticket for the Track Day (subject to clause 11 below), but You must not give the ticket to anyone outside of the Partner organization nor may You sell the ticket to any person or entity.

11. Your attendee at the Track Day must be: (i) 21 years of age or older; or (ii) 30 years of age or older if they hold or have ever held a motor racing competition licence.

12. We shall (at our sole discretion) arrange and pay for a meal that will be provided to Your attendee on the evening of the Track Day and we shall also (at our sole discretion) arrange and pay for Your attendee's accommodation on the night of the Track Day (but not the night before the Track Day) **(Provided Meal and Accommodation)**. Except for the Provided Meal and Accommodation, You shall be solely responsible for all travel arrangements, travel costs and other expenditure or costs of any nature in attending, or otherwise connected with, the Track Day. Our sole obligation is to provide You with the ticket to the Track Day and the Provided Meal and Accommodation and We will not be liable to provide anything to You or Your attendee in addition to such.

13. The Track Day will be subject to Palmer Sport's terms and conditions and You shall be bound by and shall comply with those terms and conditions and any other requirements of, instructions from, and conditions stipulated by, Palmer Sport (and You shall ensure that Your attendee complies with all such). In particular (without limitation) You shall ensure that your attendees attend all safety briefings of Palmer Sport and You shall further ensure that your attendees have sufficient command of the English language in order that they understand instructions given to them in the safety briefing and whilst driving at the Track Day. You shall not, by any act or omission (and You shall ensure that Your attendee does not, by any act or omission), put Us in breach of any of the terms of Our agreement with Palmer Sport in relation to Your attendee's participation in the Track Day. You shall comply (and You shall ensure that Your attendee complies) with any terms and conditions of, requirements of, instructions from, and conditions stipulated by, the provider(s) of the Provided Meal and Accommodation. You shall be solely responsible for Your attendees' participation in the Track Day and their receipt and use of, and participation in, the Provided Meal and Accommodation.

14. You shall indemnify Us for and hold Us harmless against any and all losses, damages, costs or expenses (including legal expenses) arising from any claims made by Your attendees or by Palmer Sport or by other third parties or Us for any personal injury, death, damage to property, or other claims, as a result of Your attendees' participation in, and acts, errors or omissions during, the Track Day and/or their receipt or use of, and participation in, the Provided Meal and Accommodation, provided always that We shall remain responsible for, and You shall not be required to indemnify Us

for, any death or personal injury caused by Our negligence. Nothing in these Terms and Conditions shall exclude or limit Our liability to You for any liability that cannot be excluded or limited under English law.

15. We reserve the right to suspend, cancel or amend the promotion and/or review and revise these Terms and Conditions at any time without giving prior notice and without liability. By continuing to take part subsequent to any variation of these Terms and Conditions, entrants shall be deemed to have agreed to any such new or amended terms. Any varied Terms and Conditions shall be made available at [www.fastest4.co.uk](http://www.fastest4.co.uk)

16. Prizes are subject to availability and the prize suppliers' terms and conditions.

17. By entering the promotion, You give Your consent for Your (and You shall procure that Your attendee at the Track Day gives their consent for their) name to be published and to be contacted for promotional publicity concerned with the promotion. You also consent (and You shall procure that Your attendee at the Track Day consents) to Us taking photographs or pictures during the Track Day and to Us publishing those photographs or pictures as part of any promotional publicity concerned with the promotion. We shall own the copyright in any such photographs and pictures.

18. By entering the promotion, You give Your consent to (and You shall procure that Your attendee at the Track Day consents to) Us sharing Your (or their) details with the supplier of the prize.

19. We will send prizes to the winners by post. We will not be liable if any prizes are lost in the post or do not arrive.

20. We will confirm the date and venue of the Track Day to You as soon as reasonably practicable after 30<sup>th</sup> April 2016. We will not be liable for any change of date or venue or cancellation or variation of any prize by the supplier of the prize.

21. This promotion is governed by English law and is subject to the exclusive jurisdiction of the English courts.

22. The Promoter (and all references to 'We', 'Us' and 'Our') is KCOM Group PLC (company number 2150618), trading as Eclipse Internet, whose registered address is at 37 Carr Lane, Hull, East Yorkshire, HU1 3RE.

23. Any reference to 'You' or 'Your' is to the Partner entity entering this promotion.