## **CALIENTE-CD RAFFLE**

## Terms & Conditions

## THESE TERMS AND CONDITIONS APPLY TO AND GOVERN YOUR PARTICIPATION IN THE CALIENTE-CD RAFFLE ("PROMOTION").

- 1. Information on how to enter and the prizes form part of these terms & conditions. By participating, entrants agree to be bound by these terms and conditions.
- 2. For residents of Switzerland no purchase is necessary.
- 3. The promoter of this Promotion is Western Union Financial Services Inc., 12500 E. Belford Ave, Englewood, Colorado 80112, USA ("Promoter")
- 4. Entry is open to Swiss residents aged 18 years or above who satisfy the entry requirements.
  - Employees (and their immediate families) of the Promoter, Western Union® Agents and Subagents, and service providers/marketing agencies associated with this Promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
- 5. This Promotion is restricted to one entry per person only.
- 6. This Promotion commences on 27<sup>th</sup> of June 2016 and ends on the 31<sup>st</sup> of July 2016 and is subject to extension by the Promoter. Entries received after 31<sup>st</sup> of July will not be accepted and will be deemed invalid.
- 7. To enter the Promotion send an email or post card with the subject line "Caliente CD" to the address below and with a little luck, you can win 1 of 20 Caliente CDs!

Western Union Schweiz WU Marcom Switzerland Werdstrasse 2 8004 Zürich marcom.switzerland@westernunion.com

- 8. The Promoter does not accept responsibility for network, computer, hardware or software failures of any kind, which may restrict or delay the sending or receipt of your entry. Entries that do not follow the instructions in clause 7 above or incomplete, damaged or defaced entries will not be counted.
- 9. All entries must be original and must not infringe the copyright or other intellectual property rights of any third party. All entries become the absolute entry of the Promoter and will not be returned. By entering into the Promotion, participants hereby grant the Promoter an irrevocable, transferable, royalty-free world-wide license of all copyright and other intellectual property rights in their entry and hereby waive all moral rights in the entry. The Promoter shall be entitled (but not obliged) to use any entry submitted to this competition in any form for all purposes and in all media and to adapt or use the entries in any way in the future throughout the world.
- 10. The winner(s) will be notified via email or post by 10<sup>th</sup> of August 2016 latest.
- 11. The prizes will consist of the following:
  - a. 20 Caliente-CDs, 1 per winning participant
- 12. The Promoter reserves the right to substitute the prizes (or any part of them) for a prize (or prizes) of equivalent or greater monetary value if this is necessary for reasons beyond its control. There is

- no cash alternative to the prize(s) (or any part of them) and unless agreed otherwise in writing the prizes are non-refundable and non-transferable.
- 13. The Promoter will not be liable for prizes that do not reach the winners for reasons beyond the Promoter's reasonable control.
- 14. If any winner is not able, for whatever reason, to accept a prize, or cannot be contacted within 14 days of the draw date, the Promoter reserves the right to award the prize to another entrant in accordance with these terms and conditions.
- 15. The Promoter's decision (and, where appropriate, any judges' decisions) shall be final and binding in all respects on all entrants. No correspondence will be entered into. Entries that do not comply in full with these terms and conditions will be disqualified.
- 16. Except in the case of death or personal injury arising from its negligence, or in respect of fraud, and so far as is permitted by law, the Promoter and its associated companies and agents exclude responsibility and all liabilities arising from:
  - a) any postponement or cancellation of any competition to which these terms and conditions relate;
  - b) any change to, supply of, or use of the prize;
  - c) any act or default of any third party supplier,
  - which is beyond the Promoter's reasonable control.
- 17. Details of prize winners' names and county will be available for one month after the close of the Promotion by writing to the Promoter at the address set out above and stating the name and date of the Promotion.
- 18. The Promoter collects entrants' personal information in order to conduct the Promotion. If the information requested is not provided by an entrant, the entrant will not be eligible to participate in the Promotion.
- 19. By participating in this Promotion you agree that the Promoter may store, retrieve, access, process transmit and otherwise use the information that you have provided in connection with your participating in the Promotion. Western Union will use your information in accordance with the applicable Data Protection legislation.
  - Your personal data may be held by the Promoter for these purposes in countries outside the EEA, including the U.S., which have less stringent Data Protection laws.
- 20. The Promoter reserves the right to amend these Terms and Conditions at any time.
- 21. This Promotion, and any dispute or claim arising out of or in connection with it, shall be governed by and construed in accordance with English law. You irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Promotion.