

Terms & Conditions

1. Eligibility of Entrants

- 1.1 The Competitions are open to all persons aged 18 and over and the age of majority in their country of residence.
- 1.2 Any person age of 18 and over can join any competition and purchase any number of tickets.
- 1.3 Performance Cars Club Limited operate skill-knowledge based genuine prize competitions.

2. Legality

- 2.1 These Competitions are governed by English Law and any matters relating to the Competition will be resolved under English Law and the Courts of England shall have exclusive jurisdiction.
- 2.2 If you participate in a Competition online via our online website, and by accepting these Terms and Conditions you confirm that you are not breaching any laws in your country of residence regarding the legality of entering our Competitions. Performance Cars Club Limited will not be held responsible for any Entrant entering any of our Competitions unlawfully. If in any doubt you should immediately leave the Website and check with the relevant authorities and laws in your country.
- 2.3 Performance Cars Club Limited reserves the right to refuse or disqualify any incomplete Entries if it has reasonable grounds for believing that an Entrant has contravened any of these Terms and Conditions.
- 2.4 Acceptance of the prize by the Draw Winner will mean they are required to have their photo and video taken by Performance Cars Club Limited for promotional purposes (Public Relations and Marketing), both immediately after their win and in the future for use, unless prohibited by law.
- 2.5 By entering a Competition, you agree to the use of your name, address, and/or photograph or other likeness, as well as your appearance at publicity events without any additional compensation (say for reasonable travel expenses) and as required by Performance Cars Club Limited if you are declared a Draw Winner.

3. General Terms & Conditions

- 3.1 Availability and pricing of Competitions and tickets is at the discretion of Performance Cars Club Limited and will be specified at the point of sale on specified sections of the website.
- 3.2 Each Competition will run for a specified period. Please see each Competition for details of start and end times and dates.
- 3.3 The game Winners and draw winners are all referred to as their respective names "Game Winner(s)" and "Draw Winner(s)".
Performance Cars Club Limited will attempt to contact Draw Winner(s) using the telephone numbers and email address provided at the time of Entry (or as subsequently updated) and held securely in our database. It is the Entrant's sole responsibility to check and update these details. If for any reason they are taken down incorrectly, Performance Cars Club Limited will not be held responsible. Competition's entrants must carefully check their contact details have been recorded correctly.
- 3.4 Performance Cars Club Limited can store the chosen prize free of charge for 14 days after notifying the Draw Prize Winner. Weekly storage charges will be applied if the prize is not collected within the allocated time period.

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- 3.5 Performance Cars Club Limited can store the chosen prize free of charge for 14 days after notifying the Draw Prize Winner. Weekly storage charges will be applied if the prize is not collected within the allocated time period.
- 3.6 Draw winners will be informed of the collection point of the Performance Car Limited. It is the sole responsibility of the draw winner to collect the prize at the agreed date. International draw winners or draw winners who are unable to collect and drive their prize away can opt for delivery. However, charges will apply for delivery of vehicle.
- 3.7 In order to join a competition, you will have to register an account with us. To register You will be asked to provide your name, address, DOB, email address and contact number. You cannot have two email addresses attributed to one account. One account per individual.
- 3.8 When playing a Competition online via the Website, follow the on-screen instructions to: (a) select the Competition(s) you wish to enter, choose the amount of tickets and play the game challenge. (b) and when you are ready to purchase your Ticket(s), provide your contact and payment details. You will need to check your details carefully and tick the declaration at checkout, confirming you have read and understood the Competition Terms and Conditions. Once your payment has cleared, we will email you to confirm your entry into the Competition. Please note that when entering online you will not be deemed entered into the Competition until we confirm your Ticket(s) order back to you by email.

4. Game Winners & Draw Winners

- 4.1 If for any reason Performance Cars Club Limited is unable to contact a Winner within 5 days (which may be extended at the sole discretion) of the end of a Competition or the Winner fails to confirm acceptance of the prize or the Winner is disqualified because of contravening any of these Terms and Conditions, the Winner will forfeit the prize and the final draw will be ran again. For the avoidance of doubt once the prize has been forfeited the winners will have no further claims against Performance Cars Club Limited.
- 4.2 Draw Winners will be required to send a copy of their passport to Performance Cars Club Limited to confirm their identity, age and to prove that if the purchase was made by credit card that the card was legally theirs or that they had authorisation to use it before
- 4.3 any prize will be paid or delivered. Any failure to meet these obligations may result in the Winner being disqualified and Performance Cars Club Limited choosing an alternate winner.
- 4.4 All draw winners will also be required to provide photographs and/or pose for photographs and videos, which may be used in future marketing and public promotions by Performance Cars Club Limited in connection with the Competition and in identifying them as a winner of a Competition.
- 4.5 Following receipt and verification of the details requested above by Performance Cars Club Limited, the Draw winners will be contacted in order to arrange for collection of the prize. At this point the Winners must choose the date of collection or arrange delivery and notify Performance Cars Club Limited of their choice in writing.

5. Your Account Portal

- 5.1 All Entrants must be registered, in order to join a competition. Entrants and are automatically entered onto Performance Cars Club Limited database for the purpose of conveying information as to the status of their Competition, as well as any future Promotions or Competitions offered by Performance Cars Club Limited.

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6. Liability

- 6.1 Performance Cars Club Limited reserves the right at its sole discretion to extend the closing date of any competition, if for any reason any aspect of the competition is not capable of running as planned, including by reason of infection by computer virus, network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or any cause beyond the control of Performance Cars Club Limited which corrupts or affects the administration, security, fairness, integrity or proper conduct of the Competition. Performance Cars Club Limited may in its sole discretion cancel, terminate, modify or suspend a Competition, or invalidate any affected entries. In the event that the Performance Cars Club Limited closes a Competition early, the Winner may be selected from all valid and eligible Entries received by Performance Cars Club Limited prior to the date of closure, except that Performance Cars Club Limited reserves the right, at its sole discretion, to close a Competition early without selecting a Winner. In the event that a Competition is closed without selecting a Winner, Performance Cars Club Limited will give all entrants for the specific competition "Credit" to enable them to replay equivalent tickets in a subsequent competition.
- 6.2 During the course of a Competition, if due to circumstances beyond Performance Cars Club Limited control, is unable to provide the stated Draw Prize, Performance Cars Club Limited reserves the right to award a selection of substitute Left and Right-Hand Drive cars of equal or greater value.
- 6.3 In all other countries excluding the UK. The draw prize be shipped (net of all taxes) to the nearest port and any applicable import duties, registration costs, or any further taxes or duties of any nature due in the destination country will be the responsibility of the Draw Prize Winner. Performance Cars Club Limited reserves the right not to deliver to certain countries. Please note that all our cars are supplied in the UK and therefore if exported may not be road legal in the destination country. It is the Draw Prize Winner's sole responsibility to check this and as such Performance Cars Club Limited will not be held responsible.
- 6.4 No responsibility will be accepted for failed, partial or garbled computer transmissions, for any computer, telephone, cable, network, electronic or internet hardware or software malfunctions, failures, connections, availability, for the acts or omissions of any service provider, internet accessibility or availability or for traffic congestion or unauthorised human act, including any errors or mistakes. Performance Cars Club Limited shall use its best endeavours to award the prize for a Competition to the correct Entrant. If due to reasons of hardware, software or other computer related failure, or due to human error the prize is awarded incorrectly, Performance Cars Club Limited reserves the right to reclaim the Competition prize and award it to the correct Entrant, at its sole discretion and without admission of liability.
- 6.5 It will be the Draw Prize Winner's responsibility to organise their own insurance and pay for it directly
- 6.6 Performance Cars Club Limited shall not be liable for any economic or other consequential loss suffered or sustained to any persons to whom an award has been incorrectly made, and no compensation shall be due. Performance Cars Club Limited shall use its best endeavours to ensure that the software and website(s) used to operate its Competitions perform correctly and accurately across the latest versions of popular internet, tablet and mobile browsers. Performance Cars Club Limited shall not be held liable for any competition entries that occur as a result of malfunctioning software or other event.

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7. Skill-Knowledge Based Game

7.1 Performance Cars Club Limited reserve the right to change the competition games at any time. A variety of skill-knowledge based games will be available to be played.

7.2 Performance Cars Club Limited reserve the right to keep the pass rate for the game at 70%, this will be determined by the automatic software. Any percentage less than 70% will not be entered into the next stage of the competition, for the draw prize. This grading system is based on the current British grading system.

8. Game Prizes

8.1 Performance Cars Club Limited makes no representations or warranties as to the quality/suitability of any of the goods or services offered as prizes. Except for liability for death or personal injury caused by the negligence of Performance Cars Club Limited. Performance Cars Club Limited shall not be liable for any loss suffered or sustained to person or property including, but not limited to, consequential (including economic) loss by reason of any act or omission by Performance Cars Club Limited, or its servants or agents, in connection with the arrangement for supply, or the supply, of any goods by any person to the prize Winner(s) and, where applicable, to any family/persons accompanying the Winner(s), or in connection with any of the Competitions promoted by Performance Cars Club Limited.

8.2 Competition entrées who have purchased tickets and are unsuccessful in winning the draw shall be issued with prizes up to the value of their tickets. Each ticket winner will receive one prize per ticket. There is no maximum number of prizes given per entrees. However, the Draw prize winner shall not receive a prize but will receive one draw prize.

8.3 Prizes will be dispatched to the registered address of the account holder within 45 working days. Performance Cars Club Limited shall not be liable for duplicate prizes given to the same winner. Prizes will be dispatched to the registered address of the account holder within 45 working days. Performance Cars Club Limited shall not be liable for duplicate prizes given to the same winner.

9. Car Competitions

9.1 Performance Cars Club Limited Will make sure each vehicle is mechanically checked before being issued to the Draw Prize Winner. It is the sole responsibility of the Draw Prize Winner to ensure correct maintenance to the prize.

9.2 Performance Cars Club Limited is not liable for any Congestion Charge or Ultra Emission Zone Charges. The responsibility lies with the Draw Prize Winner to pay any charges, this includes collecting the draw prize.

9.3 It is the responsibility of the Draw Prize Winner to ensure the Competition Prize is correctly legally taxed before leaving our offices.

9.4 It is the responsibility of the Draw Prize Winner to ensure the Competition Prize is correctly legally insured before leaving our offices.

9.5 Each vehicle will come with alarm\immobiliser and tracker (1-year subscription) service as standard.

9.6 Each vehicle will be mechanically checked before being given to the Draw Prize Winner. It is the responsibility of the Draw Prize Winner of the upkeep and maintenance of the vehicle.

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9.7 Delivery of the vehicle nationally or internationally can be accommodated. Charges will apply for delivery of the vehicle.

9.8 Draw Prize vehicles can be collected directly from our offices in Stratford.

10. Number Plate Competition

10.1 Each Number Plate Drive prize winner will receive the retention certificate registered with DVLA.

10.2 Draw Prize winner is responsible to ensure the number plate can be assigned to the desired vehicle

10.3 The retention assignment fee has already been paid for, therefore only requires completion.

11. Personal Light Vehicle Competition

11.1 Each electric vehicle (Personal Light Vehicle PHEV) will come with a 1-year manufacturer warranty.

11.2 Certificate of warranty will be issued to the Draw Prize Winner at the time of collecting the prize.

11.3 You must have the correct licence and insurance\tax\MOT to drive your prize away.

11.4 You must have an adequate safety harness helmet to drive your prize away.

12. General Data Protection

Any personal data that you supply to or authorise Performance Cars Club Limited to obtain from a third party, for example, a credit card company, will be used by Performance Cars Club Limited to administer the Competition and fulfil prizes where applicable. In order to process, record and use your personal data Performance Cars Club Limited may disclose it to (i) any credit card company whose name you give; (ii) any person to whom the Performance Cars Club Limited proposes to transfer any of the Performance Cars Club Limited rights and/or responsibilities under any agreement that Performance Cars Club Limited may have with you; (iii) any person to whom the Performance Cars Club Limited proposes to transfer its business or any part of it; (iv) comply with any legal or regulatory requirement in any country; and (v) prevent, detect or prosecute fraud and other crime. In order to process, use, record and disclose your personal data Performance Cars Club Limited may need to transfer such information outside the United Kingdom, in which event Performance Cars Club Limited responsible for ensuring that your personal data continues to be adequately protected during the course of such transfer.

This Privacy Policy document contains types of information that is collected and recorded by Performance Cars Club Limited and how we use it. If you have additional questions or require more information about our Privacy Policy, do not hesitate to contact us. Our Privacy Policy is available as a PDF document and can be emailed to you at your request. We are a Data Controller of your information.

Performance Cars Club Limited legal basis for collecting and using the personal information described in this Privacy Policy depends on the Personal Information we collect and the specific context in which we collect the information: You hereby give permission to Performance Cars Club Limited to Process your personal information.

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Performance Cars Club Limited will retain your personal information only for as long as is necessary for the purposes set out in this Privacy Policy. We will retain and use your information to the extent necessary to comply with our legal obligations, resolve disputes, and enforce our policies.

If you are a resident of the European Economic Area (EEA), you have certain data protection rights. If you wish to be informed what Personal Information, we hold about you and if you want it to be removed from our systems, please contact us.

In certain circumstances, you have the following data protection rights:

- The right to access, update or to delete the information we have on you.
- The right of rectification.
- The right to object.
- The right of restriction.
- The right to data portability.
- The right to withdraw consent.

Performance Cars Club Limited follows a standard procedure of using log files. These files log visitors when they visit websites. All hosting companies do this and a part of hosting services' analytics. The information collected by log files include internet protocol (IP) addresses, browser type, Internet Service Provider (ISP), date and time stamp, referring/exit pages, and possibly the number of clicks. These are not linked to any information that is personally identifiable. The purpose of the information is for analysing trends, administering the site, tracking users' movement on the website, and gathering demographic information.

Cookies and Web Beacons Like any other website, Performance Cars Club Limited uses 'Cookies'. These cookies are used to store information including visitors' preferences, and the pages on the website that the visitor accessed or visited. The information is used to optimize the users' experience by customizing our web page content based on visitors' browser type and/or other information.

For more general information on cookies, please read <https://www.cookieconsent.com/what-are-cookies/>

13. Privacy Policies

You may consult this list to find the Privacy Policy for each of the advertising partners of Performance Cars Club Limited. Third-party ad servers or ad networks uses technologies like cookies, JavaScript, or Web Beacons that are used in their respective advertisements and links that appear on Performance Cars Club Limited, which are sent directly to users' browser. They automatically receive your IP address when this occurs. These

technologies are used to measure the effectiveness of their advertising campaigns and/or to personalize the advertising content that you see on websites that you visit.

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Note that Performance Cars Club Limited has no access to or control over these cookies that are used by third-party advertisers. Performance Cars Club Limited Privacy Policy does not apply to other advertisers or websites. Thus, we are advising you to consult the respective Privacy Policies of these third-party ad servers for more detailed information. It may include their practices and instructions about how to opt-out of certain options. You can choose to disable cookies through your individual browser options. To know more detailed information about cookie management with specific web browsers, it can be found at the browsers' respective websites.

Our Privacy Policy applies to online activities and is valid for visitors to our website with regards to the information that they shared and/or collect at Performance Cars Club Limited. This policy is not applicable to any information collected offline. By using our website, you hereby consent to our Privacy Policy and agree to its terms