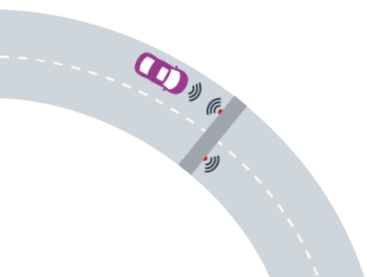


# eFlow Competition

*Terms & Conditions*



# eFlow Competition Terms and Conditions

## Terms & Conditions of use

Your entry into this competition (the Competition) is subject to these terms and conditions (the Terms).

The promoter of the Competition is emovis Ireland Limited with company number 435451 having its registered office at Philip Lee Solicitors, 7/8 Wilton Terrace, Dublin 2. (emovis Ireland) operate eFlow and eFlow rewardcard on behalf of Transport Infrastructure Ireland.

emovis Ireland may modify these Terms at any time without notice to you by posting revised Terms. Your continued participation in the Competition following the posting of revised Terms will mean that you accept and agree to such revised Terms.

## Your Personal Information

Entry into the Competition and all information that emovis Ireland collects from you is subject to emovis Ireland Privacy Statement which may be viewed at [www.eflow.ie](http://www.eflow.ie)

## Competition

The Competition shall be governed by the following terms and conditions:

The Competition is open to residents of the Republic of Ireland and United Kingdom

Employees or contractors of emovis Ireland or its associated companies and agencies may not enter the Competition (this prohibition extends to immediate family members of any of the prohibited persons referred to above and to individuals who become prohibited persons during the course of the Competition).

By participating in the Competition participants will be deemed to have accepted and be bound by these terms and conditions. A failure to adhere to such terms and conditions shall result in disqualification from the Competition and, if necessary, forfeiture of a prize.

Incomplete entries or entries not in accordance with the entry instructions for the Competition will be treated as invalid. Where emovis Ireland has a reasonable suspicion that an entry is automated or is in some way contrary to these terms and conditions, emovis Ireland reserves the right to refuse entry to the Competition

Emovis Ireland will not accept any responsibility for illegible, lost, late or incomplete entries. Emovis Ireland will not be held responsible for a breakdown in communications systems or networks that may result in an entry to the Competition not being registered, accepted or processed.

Any prize awarded during the Competition will be as stated, non-transferable and not for sale or resale or redeemable for cash.

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By accepting a prize, a winner shall be obliged to grant to emovis Ireland the right to use and publish his or her name and (if applicable) photograph in such media (including without limitation in any print, point of sale or public relations material) as emovis Ireland may choose for advertising and/or promotional purposes on a worldwide, royalty-free, perpetual basis. If requested by emovis Ireland, a winner of a prize must agree to take part in any publicity relating to his or her prize. Should a winner be unable or unwilling to take part in such publicity emovis Ireland may at its discretion choose a replacement winner. Each winner's name and county of residence will be published by emovis Ireland online.

Emovis Ireland shall have the right to suspend, cancel or withdraw the Competition, or amend the terms and conditions of the Competition, in whole or in part at any time.

The determination and decision of emovis Ireland on all matters relating to the Competition shall be final and no correspondence will be entered into. Emovis Ireland reserves the right in its reasonable discretion to disqualify any applicant whose conduct is contrary to the spirit of the rules or the intention of the Competition and to declare as void any or all of their claims or entries based on such conduct.

No warranty or guarantee shall be given by emovis Ireland in relation to a prize awarded in the Competition. To the fullest extent permitted by the law, emovis Ireland, its representatives and trading partners shall not be liable for any loss or damage whatsoever which is suffered or sustained as a result of receipt or use of any prize awarded in the Competition, do not recommend or guarantee the performance of any contractual or other obligations or any third parties associated with a prize and shall not be liable for any fraud committed by any third party.

The Competition and any matter arising from it shall be governed by Irish law and be subject to the exclusive jurisdiction of the Irish courts.

## Submission of User Generated Content

By uploading text, photographs, videos and/or any other content (collectively, the Content) as part of your participation in the Competition you hereby grant to emovis Ireland a non-exclusive licence to copy, reproduce and include the Content (including for the avoidance of doubt any personal information contained in the Content) in the Competition and in print advertisements, websites, e-zines, Facebook wall posts, tweets and in any other materials in all media now known or hereafter devised (including but not limited to all forms of television, print media, digital media, internet, all forms of video/DVD distribution, merchandising, publishing, and interactive multimedia) throughout the world for the full period of copyright and thereafter in perpetuity.

You acknowledge and agree that the Content shall reflect your own views and not those of emovis Ireland and hereby agree to confirm this to any third party at emovis Ireland request.

You warrant that the Content will be wholly original to you and shall not infringe the copyright or any other rights of any third party. You warrant that you have obtained all

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necessary licences or consents from third parties as may be necessary in order to comply with your obligations in relation to the Content as set out in these Terms.

If an individual under eighteen (18) years of age is featured in the Content, you warrant that you have obtained all necessary consents from that individual's parent or legal guardian as may be necessary in order to comply with your obligations in relation to the Content as set out in these Terms.

You warrant that the Content will not focus on or refer to political matters or contain sales messages or promote any business or contain any defamatory matter or breach any contract or duty of confidence and will not constitute contempt of court nor breach any provision of any statute or any regulations made thereunder.

You acknowledge that emovis Ireland shall be entitled, without reference to you, to edit, adapt, alter, translate, remove and/or delete the Content or any part thereof in any manner it sees fit in order to correct URLs, correct typos, remove profanities or if in emovis Ireland opinion the Content is contrary to the spirit or intention of the Competition or for any other reason whatsoever and you hereby irrevocably and unconditionally waive all moral and other rights that you possess in relation to the Content pursuant to the Copyright and Related Rights Act 2000 or any similar laws of any jurisdiction.

You hereby irrevocably grant to emovis Ireland the right throughout the world to issue and to authorise others to issue publicity materials containing the Content and your name likeness and biography in such materials.

In the event any third-party claim is made against you for infringement of copyright or other rights arising from your use of the Content and/or your grant of a licence to emovis Ireland to reproduce and otherwise use the Content you must immediately notify emovis Ireland in writing regarding the details of such claim.

You shall indemnify and keep emovis Ireland fully and effectively indemnified against all actions, costs, losses, claims and expenses of whatsoever kind or nature arising from any breach or non-performance by you of your warranties, representations, and undertakings in relation to the Content set out above.

## Suspension / Termination

Emovis Ireland has the right (but not the obligation) to suspend or terminate your participation in the Competition and/or to block your IP address and/or to delete Content uploaded by you immediately and without notice for any reason including, without limitation, if emovis Ireland believes that you have acted inconsistently with these Terms or if emovis Ireland believes that you

have uploaded Content, or have otherwise acted in a manner, which is contrary to the spirit or intention of the Competition.

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## Indemnity

You agree to hold harmless and indemnify emovis Ireland, and its subsidiaries, affiliates, officers, agents, and employees, from and against any claim arising from or in any way related to your participation in the Competition, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, legal costs of every kind and nature.

## Severability

If at any time, any one or more of the provisions in these Terms (or any clause or any part thereof) is held to be or becomes void or otherwise unenforceable for any reason under any applicable law, the same shall be deemed to be omitted from these Terms and the validity and or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

## Non – Waiver

Emovis Ireland rights and remedies shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time to you by emovis Ireland nor by any failure of or delay by emovis Ireland in asserting any such rights or remedies.

## Entire Agreement

These Terms constitute the entire agreement between you and emovis Ireland with regard to your participation in the Competition.

## Law and Jurisdiction

Participation in the Competition is subject to existing laws and legal process. Nothing contained in these Terms shall limit emovis Ireland right to comply with governmental, court, and law-enforcement requests or requirements relating to your participation in the Competition.

These Terms shall be construed in accordance with Irish law and you irrevocably agree to bring any action to enforce these Terms before a court of competent jurisdiction in Ireland.

[www.eflow.ie](http://www.eflow.ie) @eflow\_freeflow

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