



GENERAL COMPETITION TERMS & CONDITIONS

1. Introduction

1.1 There are general terms and conditions ("General Terms & Conditions") which apply to all competitions we run across our platforms, whether it's on our website(s), social media platform(s), on-air or anywhere using the Frisk Radio brand.

1.2 These Terms and Conditions may be changed under the jurisdiction of Frisk Radio, and you should check this page for any further changes.

1.3 Each promotion will have its own Specific Rules and by entering a competition you agree to be bound by these General Terms & Conditions and the specific rules Frisk Radio is using, alongside the individual promotion Terms & Conditions. Specific Rules will include the method of entry, age restriction and rules or conditions that relate only to that competition. Make sure you are familiar with these before entering the competition. Individual Terms & Conditions can be found on the Frisk Radio website on the relevant page for the competition. If a Specific Rule of a competition's Terms & conditions contradicts these General Terms and Conditions, the Specific Rules will succeed them.

1.4 In Competition Terms & Conditions, 'we', 'us', 'our', and 'Frisk Radio', all mean Frisk Radio Limited, situated at 5 Stanley Street, Blyth, NE24 2BS. Any Competition Partners will be made clear on Competition Terms and Conditions.

2. Start Date & End Date

2.1 Each competition's start and end date will be made clear in the Competition Terms and Conditions.

3. Entering a Competition

3.1 Unless the Specific Rules state otherwise, our competitions are open to residents of the UK, over the age of 18 at the time of entry.

3.2 When a promotion is open to individuals below the age of 18 at the time of entry, this will be stated in the Specific Rules.

3.3 Some competitions will have restrictions on the fulfilment of prizes due to postcodes & situations from Frisk Radio &/or client locations. These restrictions, if applicable, will be stated in the Specific Rules.

3.4 Our employees, agencies, licensees, freelancers, contractors & employees of competition prize providers are excluded from entry into competitions. Immediate family members & households are also exempt. These are known as Excluded Individuals.

3.5 To enter, you must follow the stated entry process for the competition, which will usually be explained either in the Specific Rules and/or any promotional materials or activity on-air. We cannot guarantee entry for (and accept no responsibility for) entries which are misspelt, corrupt or ineligible. This also includes entries that haven't reached us i.e., postal, telephone, text message, online and social media entries for any reason. Entries received outside of active competition times will not be accepted but may still be charged.

3.6 When entering a competition, you must provide us with your real name. As a competition entrant, we may publish your nearest geographical location and other details. If you wish to remain completely anonymous, please state this in advance. If you fail to provide your real name (albeit privately) you may be disqualified, and we reserve the right to select another entrant to participate in the competition/ claim the prize.

3.7 If entry into a competition requires a phone call, ensure you answer the call when we phone you. There are circumstances where we reserve the right to refuse the phone call/ individual answering the phone to be accepted as a prize winner. These include: if you fail to answer the phone; if someone else answers the phone; the call goes to voicemail; if the call becomes disconnected; if you are not (or at the discretion of the presenter/producer) deemed to be in a safe position to participate in the phone call; if you are inaudible or unable to converse in a manner that is suitable for broadcast for any reason (variables for this will include but are not limited to background noise/ low or no signal/ call is dropped by the network/ feedback/ caller is travelling). If any of these situations affect the call too greatly, at the discretion of the presenter/ producer, the caller may be dropped, and we reserve the right to select another entrant to participate in the competition. Also, if you are a prize winner,

we will only call you on the initial number you supply. Failure to supply a valid phone number may result in your disqualification from the prize.

3.8 Unless stated otherwise in the Specific Rules, you may only enter once. We will disqualify any entries that appear to be bulk, automated, or assisted for all competitions using various entry methods. You may not enter a competition if you have been given the answers or any key information concerning the competition directly or indirectly by an Excluded Individual.

3.9 If you are ineligible to take part in the promotion, your entry cannot be transferred to anyone else. If we find out that you are ineligible to take part, we reserve the right to choose another entrant to take part in the competition.

3.10 Entry via text message, MMS or telephone call, your provider may charge their standard network rate and deduct it from your allowance. Only if specified on-air & in Specific Rules will entry have a cost, i.e., premium rate text lines will have a fee attached. Standard rate text messages to competition shortcodes are not normally included in 'inclusive packages' and you may be charged additionally to your monthly bill. Please be aware that details, shortcodes, rates & premium rates may change with the promotion - ensure you are up to date with these before entering a competition. If you are not the billpayer, you must obtain the bill payers permission before entering. Frisk Radio takes no responsibility for your entry.

3.11 Frisk Radio is registered with the Phone-paid Services Authority ("PSA") registration number: ORG822-90301-82981 and complies with the PSA code of conduct in relation to premium rate competitions. PSA is the UK regulator of premium rate services.

3.12 For any on-air competitions, all timings are relevant & set by Frisk Radio's DAB transmission. If you experience a delay in our broadcast due to internet lag, VPN, signal or location and entry depends on an item playing through the broadcast, please remember the service is subject to delay depending on your method of consumption and we cannot take responsibility for any errors that may inhibit entry. We do not take into consideration the delay we experience across our network. If a competition requires entry before a deadline or during an item played in the broadcast, we set all deadlines from the DAB transmission. For podcasts and non-live broadcasts, note that the deadline has probably passed so please check the competition dates before entering.

4. Winner Selection & Notification

4.1 For each competition, there will be only one winner unless stated otherwise.

4.2 Unless stated otherwise in the Specific Rules:

In the case of a prize draw, the winner(s) is drawn at random. This will be done by an automated process, a supervised process done by one individual, or a different process explained in the Specific Rules.

Where a competition is open to interpretation, i.e., 'tell us in 100 words why you should win a spa day for two', the winner will be determined by a panel of unbiased judges. These judges can be listed by request in an email at info@friskradio.com. Judges may vary within different competitions. Where competitions draw a winner(s) from a pool of entrants, this will be done by a random computer process.

4.3 If you win a prize:

You will need to respond to our contact email within the set timeframe in the Specific Rules (28 days from our first attempt of notification if no timeframe is set out in the Specific Rules) and follow instructions given to you via email. You will need to prove your ID, age, address and in some cases that your voice matches that of the on-air winner. You will also need to accept the Specific Rules & General Terms and Conditions.

We will only be able to send prize details to the email address or mobile phone number you initially provide to Frisk Radio whilst registering for a competition.

Once we have all the required information, we will either send you the prize within 28 days, or we will cc' you into an email with the third party 'Prize Provider' to organise a day to redeem the prize if it is an activity or experience. The prize will be sent subject to the provisions set out in 5.3 below. We will not be liable for lost prizes, delays, or damage the prize may take in transit. Holiday prizes will be confirmed but they may be subject to dates set by the Prize Provider (which overrule the 28 days Frisk Radio aims to have your prize delivered). Cash prizes require additional information to be sent to Frisk Radio to become a recipient, alongside additional checks before the balance is transferred.

4.4 If you are unable to provide us with a valid form of ID, proof of age and address; if you provide us with incorrect or fraudulent information; or if you fail to comply with any instructions or time limits notified to you (including the ones stated in 5.4), you will automatically forfeit your right to claim the prize and we reserve the right to withdraw the prize and allocate it to another winner. If you have breached this term (4.4) even after receiving the prize, we reserve the right to request the return of the prize or similar cash value from you.

5. Prizes

5.1 The prize or prizes will be detailed in the relevant Specific Rules. Imagery is for illustrative purposes only, and colours and other minor details may vary. Anything that is not included in the prize description in the Specific Rules is not included as part of the prize. For example, without limitation, transport/travel, meals, refreshments, accommodation, insurance, and spending money, are all excluded from the prize unless expressly included.

5.2 Each prize is subject to availability and is non-transferable, non-refundable and no cash alternative is available. Where prizes consist of entry tickets, events, holidays (see below) and other time-specific prizes, they may only be taken on dates specified by us.

5.3 We and our Promotion Partners will aim to provide the prize as described. Occasionally, circumstances beyond our control may restrict this or completely prevent this. For example, if a prize involves a meet and greet with a celebrity, they may be unwell or their commitments may change, or if the prize involves travel or tickets to an event, weather conditions or other circumstances (including without limitation local or national rules or official guidance relating to a pandemic) might mean that plans are disrupted, postponed, or cancelled. If we consider it necessary or appropriate, a prize or prizes (or part thereof) might be varied or swapped for a suitable alternative of equivalent value, this will be at our discretion.

5.4 You must have a UK bank account to be eligible for any cash prize. Unless otherwise specified in the Specific Rules, prizes will be processed through a platform licensed by us. This will require you as a winner to give your personal details (including your name, email address, date of birth, postcode and bank details) to Frisk Radio for the transfer to be completed. The personal data that you submit to the prize fulfilment system will only be used by us to securely process the prize. Once you have followed the instructions on the prize fulfilment system, prizes will be organised or sent to you and cash prizes will be paid by BACS transfer (except where we elect to issue the prize using another method if we consider it necessary or appropriate to do so at our sole discretion). We will not issue cash prizes via any other means. We require these details within 28 days of identifying a prize winner. Failure to provide these details within the timeframe will allow us to retract the prize offer and gift it to another competition entrant. You are solely responsible for following the instructions on the prize fulfilment system, inputting your details correctly, or letting us know if you experience any issues with the system.

5.5 You will not be entitled to receive a prize which, for any reason, you would be prohibited by law from purchasing, using, owning or possessing, and you must not enter a Promotion to win such a prize. If you are the

winner of such a prize, you will be disqualified, and we reserve the right to withdraw the prize and select another winner. For the avoidance of doubt, you will not be entitled to an alternative prize unless we decide at our sole discretion to grant you an alternative prize (instead of disqualifying you and selecting an alternative winner).

5.6 Any tax or other charge payable in conjunction with the prize or winning a prize will be your responsibility.

5.7 Prizes won from Frisk Radio cannot be used in conjunction with other offers or competitions.

5.8 Third-party terms and conditions may apply to aspects of prizes, i.e. event tickets, holidays, and travel-based prizes will have their own T&Cs which may restrict time to take prize, dates, items permitted to take to the event or to use services and other variables to attend. Please check third-party terms and conditions at your own discretion.

5.9 Unless otherwise specified in the Specific Rules, you may not win more than one prize per competition, and we reserve the right to withhold or reclaim any second or subsequent prize.

5.10 So that we can ensure the fairness of our Promotions, we reserve the right to prevent you, at our absolute discretion, from entering any of the competitions for six months ("Exclusion Period") if you have either: (i) won a prize valued at £1,000 or above during the previous six months, or (ii) won more than one prize during the previous six months. If we choose to exercise this right, we will notify you in writing (for example by email). If you enter any Promotion during the Exclusion Period, you may be disqualified and we reserve the right to: (i) select another entrant to participate in the Promotion or withdraw the prize and select another winner, as applicable; (ii) impose either a further exclusion period of twelve months from the date of your last entry attempt or a longer or permanent ban, if we deem this necessary or appropriate; and/or (iii) disqualify your mobile phone number(s) and email addresses from future Promotions during this Exclusion Period. If you are disqualified, entry fees (if any) will not be refunded.

6. Additional Terms relating to prizes concerning holidays/trips abroad

6.1 Prizes involving a holiday/ trip ('Holiday Prizes') are subject to availability and must be taken in accordance with all requirements specified by us, including but not limited to requirements around dates, destinations, carriers, and the number of passengers.

6.2 Unless the Specific Rules state otherwise, you will be responsible for all expenses within redeeming the prize. This includes but is not limited to the cost of food, drinks, taxis/transfers, gratuities, government taxes (where applicable), and any additional luggage allowance. You must ensure that you have sufficient financial resources to meet any financial commitments which you may incur in redeeming the prize. You must not commit us to any costs or expenses without our prior written consent (which we are not obliged to give) and will remain liable for such costs if you attempt to do so. You must also be aware of your EU travel dates, and that you do not exceed the allowed rolling 90 days in taking the prize if an EU country is included.

6.3 Your health, job requirements, visa, and travel insurance are your sole responsibility when taking your Holiday Prize.

6.4 You must hold a valid passport with 6 months in reserve after the return day, also with no visa restrictions. If passport control refuses your right of entry or exit from a country, we are not held responsible for any costs, expenses, or losses for either you or your guest(s) (attendees if it's a prize package with more than one person). If you are unable to travel, your prize may be retracted.

6.5 Holidays will have a set date for them to be taken. If this is not specified, you must be back in the UK after your holiday within 12 months of winning. If your holiday isn't taken within the set parameters, you will forfeit the right to take the prize and it may be retracted by Frisk Radio.

6.6 Holiday Prizes are not available to be won by persons under the age of 18. If permitted to travel, minors may only do so if accompanied by a parent or guardian aged 18 or over.

6.7 You must comply with all health and safety requirements of Frisk Radio, the airline, country of travel, carriers, venues, partners & companies involved with the making of the Holiday Prize.

6.8 Guests/ Travel Companions must also meet our eligibility requirements stated in these Terms & Conditions and those of involved & associated parties, countries & companies.

7. Additional Terms relating to Holiday Prizes

7.1 Where a Promotion prize involves attendance or tickets to an event, we are not liable or responsible if you fail to attend the event for any reason. If the event is cancelled or rescheduled, we will either secure

tickets for the winner to attend the new date of the event or, at our discretion, provide an alternative prize.

7.2 Where a Promotion prize involves an event, you acknowledge that this prize is subject to the terms and conditions of the venue, the promotor and the ticket agent and you must comply with all such terms and conditions, including but not limited to any relevant instructions and health and safety requirements.

8. Publicity & Identification of winners

8.1 Some prizes do require some publicity (usually social media posts regarding or showing off some of the events/places/accommodation etc), which you will be asked to take part in to be posted on the relevant companies' social platforms.

8.2 Your involvement in a Competition might be confidential for a period of time; for example, your success or failure in a competition round that has not yet been broadcast should remain a secret. If you do become aware of any confidential information relating to the Competition, including any information that has not yet been publicly broadcast and/or information we ask you to keep confidential indefinitely, you must keep this information confidential until we confirm in writing (for example, by email) that it is no longer necessary to do so. If you fail to do this, or we have reasonable grounds to suspect you have failed to do this, we reserve the right to disqualify you from the Competition at our discretion, and/or to withhold the prize from you and award it to another entrant. We also reserve the right to take further action at our discretion.

8.3 We and the prize provider may publish and publicise your name, image, social media handle and/or profile picture. We may refer to you and your guest(s)/ travel companion(s)' association with the Promotion and/or the prize, in all media, as often as we seem relevant but only concerning the Competition you won.

8.4 In relation to winners (and runners-up if applicable), you understand that we and our Promotion Partners may, interview you and your guest(s)/travel companion(s) which we may film, photograph and record - film, photograph and/or record, you and your guest(s)/travel companion(s) in connection with the Promotion, either by telephone or in person, and we may use such films, recordings and/or photographs for publicity and PR purposes in all media, in connection with the Competition for as long as we seem relevant. We may also publish your and your guest(s)/travel companion(s) name, image, social media handle and/or profile picture.

9. Use of your entry

9.1 By entering a Competition or submitting a video, image, audio file or any other materials (a "Submission") in relation to a Promotion (including part of the entry process) or if you tag or mention us directly or indirectly in any photo, video or other content ("Other Content") in connection with the Competition, you agree that we, our Promotion Partners and the prize provider can re-post, re-tweet, publicise and otherwise use that entry, submission and/or Other Content in whole or in part for the Competition. You also agree that we, our Promotion Partners, and the prize provider can do so via the same platform(s) that you posted or shared the entry, Submission and/or Other Content on, as well as via other social networks and platforms that we use, and on our websites. However, we'll never sell or charge anyone for copies of your entry, Submission and/or Other Content (without your approval). Your profile picture & social media handle will likely be used to promote you as the winner.

9.2 Unless otherwise expressly stated in the Specific Rules, you will remain the copyright owner of your entry, Submission and/or Other Content. By entering, you grant us an exclusive licence (i.e. permission) to use the entry, Submission and/or Other Content that you provide, as often and for as long as we consider appropriate or desirable. This means that only we will be able to use this, and you will not be able to re-use the entry, Submission and/or Other Content with one of our competitors.

9.3 You guarantee us that:

9.3.1 you own and control all the rights in your entry, submission, and other content and it is not a breach of any third-party intellectual rights, property rights, moral rights & confidentiality rights.

9.3.2 you have obtained written consent from anyone featured or mentioned in your submission, crossing all formats of submissions. If a submission contains a child under the age of 18, consent will need to be written.

9.3.3 your entry or submission does not violate any law or code of conduct.

9.3.4 the submission doesn't contain anything indecent, false, defamatory, unlawful, damaging, malicious or in contempt of court.

9.3.5 your entry or submission does not contain any virus, malware, spyware etc.

9.3.6 you will reimburse us for a breach of our guarantees above that causes us any damages or loss.

9.4 you will sign any documents we request to confirm the above.

9.5 you may request for your entry to be returned if the entry is physical. Other types are entry cannot be returned unless stated otherwise.

10. Data Protection

10.1 Personal Data of yourself & any travel companions for Holiday Prizes will be handled by Frisk Radio as well as our competition partners needed to fulfil the prize. Your personal data may also be shared with network operators, service providers and administrators for third-party companies to fulfil the prize. Regulatory bodies such as Phone-paid Services Authority, Ofcom & Advertising Standards Authorities at reasonable request to detect, investigate or prevent crime, unlawful acts & anti-social behaviour, while also using data to show compliance with various law enforcement agencies & advertising codes.

10.2 We will hold your personal data for a maximum of 3 years to comply with regulations.

10.3 You may be asked if you would like to opt-in to marketing emails or SMS during the entry process to the competition. Here you are allowing the use of your personal data by a third party outside of Frisk Radio. You can opt out at any time via contact with the relevant company.

10.4 We may transfer your details outside of the EEA for prize purposes (if you win a Holiday Prize outside of the EU).

10.5 By entering a promotion you acknowledge that any personal data provided by you will be shared as stated above.

10.6 You can request the removal of your personal data from our database by contacting info@friskradio.com. If you ask to remove your personal data from the competition before the close of the competition, you will forfeit your entire submission and entrance into the competition.

11. Liability

11.1 Your entry or participation in a competition is at your own risk. Please ensure your health is good if it involves physical activity, and that you have made us aware of any medical conditions, impairments or medication that could affect your enjoyment of the prize or your ability to claim a prize. You must notify us as soon as possible if you become ill or become aware of any reason as to why medically you would not be able to participate in a competition or even claim a prize. In regard to disability, please make us aware of this when claiming the prize so we can work with you to make reasonable & practical adjustments within the jurisdiction of Frisk Radio & the Prize Providers to make sure you can enjoy the prize to its fullest extent.

11.2 If we suspect that:

11.2.1 you have in any way breached our Terms & Conditions;

11.2.2 you or any third party have cheated, deceived, or otherwise engaged in fraudulent behaviour or unsportsmanlike conduct of any kind;

11.2.3 you or your guest behave in an abusive manner or pose yourself to be a risk to your own or other people's health & safety and security;

We, without limitations, can disqualify you and pick another entrant to be deemed the recipient of the prize. You agree to not do anything and have not done anything to bring us or our Prize Providers into disrepute or affect our reputation. Any entries that we deem to be rude offensive, defamatory, illegal, or containing dangerous behaviour will be removed from the competition draw. Disqualification for any reason will not require us to give compensation and you may be required to pay all costs sustained.

11.3 Save that nothing in the Promotion Terms and Conditions limits or excludes our (or any third party's) liability arising from fraud or from death or personal injury caused by negligence or any other type of liability which may not be limited or excluded by law, to the fullest extent permissible by law, we (and the Promotion Partners and any prize providers): (i) shall have no liability in relation to any act or omission of any third party; and (ii) exclude all liability to you and anyone else for any claims, costs, losses, including indirect loss, damage or harm of any kind arising from or in connection with the Promotions and prizes and your use or enjoyment of them. For example, if you book or take time off work to take up a prize (e.g. an event) on a particular date, and the event is subsequently postponed, changed or cancelled, we would not be responsible for covering your wages or salary for your missed day of work on that day or any other day off you take. This is only one example and is not intended to limit the general interpretation of this clause.

11.4 Save that nothing in the Competition Terms and Conditions limits or excludes our (or any third party's) liability arising from fraud or from death or personal injury caused by negligence or any other type of liability which may not be limited or excluded by law, to the fullest extent permissible by law, in no event will our and/or the Promotion Partners' total aggregate liability to you exceed the cost of the prize in the relevant Promotion.

11.5 We give no representation, warranty, or guarantee for the advertised prizes in each competition. We have no liability in the fitness of the prize for the purpose or any other relation.

11.6 Unless stated otherwise in the Specific Rules, the competitions have no association with a social media platform. You hereby release any social media platform from any liability and any discrepancy on this must be directed to Frisk Radio.

11.7 There is no guarantee that the service or system used to enter a competition is free from error. Subject to an occurrence as stated above, you do not hold liability over such service or system.

12. Other Rules

12.1 We reserve the right to withdraw or amend any Competition, prize and terms and conditions if we deem necessary to do so, to incorporate circumstances beyond our control (including but not limited to strikes, illness, natural disaster, severe weather conditions, pandemic threats, epidemic threats, lockdowns, disease, government action, damage, compliance with the law) or if there has been a printing error or broadcast error. If we are unable to fulfil a prize, we shall not be in breach of the Competition Terms and Conditions.

12.2 You agree to keep information concerning the prize, Frisk Radio, third-party companies & the prize provider confidential.

12.3 Examples used in these Competition Terms & Conditions are only for aid and do not limit these terms in any way.

12.4 In the event of a dispute, our and any judges' decisions are final, and no correspondence will be entered into.

12.5 These Terms & Conditions represent the entire agreement between Competition Entrants & Frisk Radio, third-party Terms & Conditions may also apply.