

App launch competition Terms & Conditions

The promoter of this competition is Midstream Electrical Supplies on behalf of Midstream Magazine ("the Promoter").

ELIGIBILITY

The competition is open to Midstream Estate residents only. The competition is not open to employees of the Promoter and their immediate families, the prize sponsors or their respective advertising agencies and PR companies.

ACCEPTANCE

By entering the competition all participants and winners agree to be bound by these rules, which will be interpreted by the Promoter, in its sole discretion and its decision regarding any dispute will be conclusive, final and binding and will not be challenged on any grounds, including without limitation, the grounds that the Promoter failed to act reasonably, fairly, in good faith or otherwise in accordance with the principles or procedural fairness.

PARTICIPATION

By entering this competition, you agree to be bound by the rules specified in these terms and conditions.

Participants are entered into the competition by way of downloading the Midstream app, registering and approved verification of residency. The closing date of the competition is 30 September 2019. Winners will be drawn by no later than 7 October 2019 and notified by 08 October 2019.

The winners of this competition shall be chosen in accordance with the requirements and procedures of the Consumer Protection Act of 2008. The prize(s) will go to the first name(s) selected at random after the closing date.

Winners will be drawn by the Promoter from all valid entries via a random draw by the Promoter's auditors.

The competition winner will have 5 working days to claim acceptance of his/her prize and the receipt thereof will be subject to resident verification. Upon failure to do so, the Promoter reserves the right to draw a new winner in accordance with the terms stipulated herein.

The winners will be notified telephonically or via e-mail on or before within three weeks of the closing date on the mobile number or e-mail address that they entered this competition with.

Any winners may be required to have their photo taken and their details disclosed and appear on the internet or Midstream magazine.

The decision of the Promoter is final and the Promoter shall not enter into any correspondence about the result.

Entries that do not comply with these terms and conditions will be disqualified.

The Promoter reserves the right to disqualify and entrant/s if they do not respond to a telephone call and e-mail to them within 24 hours of notification thereof and in such even a randomly selected replacement entrant from the competition entries will be chosen.

In such circumstances, the replacement entrant shall be contacted by the Promoter by telephone and e-mailed as soon as reasonably practicable and shall be required to respond to the Promoter in the manner set out in such e-mail.

In the event that the replacement entrant fails to respond to the Promoter as required then the provisions of this clause shall apply to that new winner in the same way as if they were an original winner.

INDEMNITY

All entrants and winners indemnify the Promoter, its advertising agencies, advisers, suppliers, and nominated agents against any and all claims, damages or loss howsoever arising, including but not limited to wilful misconduct or negligent act or omission arising from their participation in this competition.

RELEASE OF LIABILITY

The Promoter reserves the right to terminate the competition at any time.

The Promoter cannot accept any responsibility for entries not received because they have been lost, or not received due to interrupted internet connections or miscommunications, or other electronic malfunctions.

Any entries found to be duplicate or fraudulent will result in the entrant being excluded from the competition.

By participating, all entrants release the Promoter, its affiliates, partners, subsidiaries, officers, directors, agents, employees and all entities associated with the development and execution of this competition from any and all liability with respect to and in any way arising from participation in this competition, acceptance or use of prizes.

Entrants also agree that the Promoter, its affiliates, partners, subsidiaries, officers, directors, agents, employees and all entities associated with the development and execution of this competition are not responsible or liable for any injury or damage to an entrant's or third person's computer related to or resulting from the competition, the submission and/or its prizes.

The Promoter reserves the right to change any of these terms and conditions at any time, without any notice being given to those participating.