

****Terms and Conditions***

Agatha Christie's Murder on The Orient Express \leftrightarrow Avanti West Coast joint competition

1. The Promoter

This is a joint promotion between Fiery Angel Ltd, 26 Great Queen St, London WC2B 5BL and First Trenitalia Avanti West Coast Rail Limited, 8th Floor, The Point, 37 North Wharf Road, London, W2 1AF.

2. The competition

1. The title of the competition is the Agatha Christie's Murder on the Orient Express Giveaway

2. How to enter

- 2.1. The competition will run from 20th August (the "**Opening Date**") to 16:59:59 on 1st September 2024 (the "**Closing Date**") inclusive.
 - 2.2. All competition entries must be received by the Promoter no later than 16:59:59 on the Closing Date. All competition entries received after the Closing Date are automatically disqualified.
 - 2.3. Please enter the competition by;
 - (a) Visiting the webpage for the competition.
 - (b) Completing the website entry form
 - (c) Agreeing to the terms and conditions and data share agreements.
 - (d) No purchase necessary.
 - 2.4. The Promoter will **not** accept responsibility for competition entries that are delayed in transit, regardless of cause, including, for example, as a result of any equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind.
 - 2.5. By submitting a competition entry, you are agreeing to be bound by these terms and conditions.
 - 2.6. The winner will be selected at random. The decision of the judge (acting reasonably) will be final.
- #### **3. Eligibility**
- 3.1. The competition is only open to all residents in the UK aged 18 years or over, **except**:
 - (a) employees of the Promoter or its holding or subsidiary companies;

- (b) employees of agents or suppliers of the Promoter or its holding or subsidiary companies, who are professionally connected with the competition or its administration; or
 - (c) members of the immediate families or households of (a) and (b) above.
- 3.2. In entering the competition, you confirm that you are eligible to do so and eligible to claim the prize. The Promoter may require you to provide proof that you are eligible to enter the competition.
- 3.3. The Promoter will not accept competition entries that are:
 - (a) automatically generated by computer;
 - (b) completed by third parties or in bulk;
 - (c) illegible, have been altered, reconstructed, forged or tampered with; or
 - (d) incomplete.
- 3.4. There is a limit of one entry to the competition per person. Entries on behalf of another person will not be accepted and joint submissions are not allowed.
- 3.5. The Promoter reserves all rights to disqualify you if your conduct is contrary to the spirit or intention of the prize competition.

4. The prize

- 4.1. The prize is;
 - (a) Two (2) tickets to the Murder on the Orient Express play, valid at one the following theatres;
 - (i) The Lowry, Salford – Pier 8, The Quays, Salford, M50 3AZ.
6 – 14 September 2024
 - (ii) King’s Theatre, Glasgow - 297 Bath St, Glasgow G2, UK
8 – 12 October 2024
 - (iii) Festival Theatre, Edinburgh - 13-29 Nicolson St, Edinburgh EH8 9FT.
22 – 26 October 2024
 - (iv) Richmond Theatre, Richmond - The Green, Richmond, TW9 1QJ
5 – 9 November 2024
 - (v) The Alexandra, Birmingham - Suffolk Queensway, Birmingham, West Midlands, B5 4DS
28 January – 1 February 2025
 - (vi) Milton Keynes Theatre, Milton Keynes - 500 Marlborough Gate, Central Milton Keynes, Buckinghamshire, MK9 3NZ
25 February – 1 March 2025
 - (vii) Excludes Friday and Saturday performances and subject to availability.

(viii) Age recommendation 12+

- (b) Two (2) First Class return tickets travelling with Avanti West Coast ONLY, valid for travel for one year from the date of notification of winning the prize.
 - (c) There is no cash alternative for the prize.
 - (d) Two winners will be chosen at random and will each receive two play tickets and two travel tickets.
 - (e) Accommodation not included.
- 4.2. The prize is not negotiable or transferable.
- 4.3. In order to claim the prize you must confirm your email address and eligibility by responding to the email you receive from representatives of Fiery Angel Ltd.

5. Winners

- 5.1. The Promoter will contact the winner personally as soon as practicable after the Announcement Date, using the contact details provided with the competition entry. The Promoter will not amend any contact information once the competition entry form has been submitted.

6. Claiming the prize

- 6.1. Entrance to the show will be based on possession of a confirmation email from Fiery Angel Ltd which will be emailed to the prize winner in advance of the show. Entrance will only be guaranteed to the named prize winner (plus 1 guest). First Class rail tickets will be provided digitally upon confirmation of availability of requested date/ time of travel. Rail travel must occur within 12 months of the date of notification.
- 6.2. The prize may not be claimed by a third party on your behalf.
- 6.3. The Promoter will make all reasonable efforts to contact the winner. If the winner cannot be contacted or is not available, or has not claimed their prize within twenty four (24) hours of the Announcement Date, the Promoter reserves the right to offer the prize to the next eligible entrant selected from the correct entries that were received before the Closing Date.
- 6.4. The Promoter does not accept any responsibility if you are not able to take up the prize.
- 6.5. For accessibility information pertaining to each participating theatre venue is available by accessing their website directly.

7. Limitation of liability

Insofar as is permitted by law, the Promoter, its agents or distributors will not in any circumstances be responsible or liable to compensate the winner or accept any

liability for any loss, damage, personal injury or death occurring as a result of taking up the prize except where it is caused by the negligence of the Promoter, its agents or distributors or that of their employees. Your statutory rights are not affected.

8. Ownership of competition entries and intellectual property rights

- 8.1. All competition entries and any accompanying material submitted to the Promoter will become the property of the Promoter on receipt and will not be returned.
- 8.2. You agree that the Promoter may, but is not required to, make your entry available on its website and/or any other media, and in connection with any publicity of the competition. You agree to grant the Promoter a non-exclusive, worldwide, irrevocable licence, for the full period of any intellectual property rights in the competition entry, to use, display, publish, transmit, copy, edit, alter, store, re-format and sub-licence the competition entry for such purposes.

9. Data protection and publicity

The Promoter will only process your personal information as set out in the Promoter's Privacy Policy;

[Privacy Policy - Fiery Angel \(fiery-angel.com\)](http://fiery-angel.com)

www.avantiwestcoast.co.uk/privacy

10. General

- 10.1. If there is any reason to believe that there has been a breach of these terms and conditions, the Promoter may, at its sole discretion, reserve the right to exclude you from participating in the competition.
- 10.2. The Promoter reserves the right to hold void, suspend, cancel, or amend the prize competition where it becomes necessary to do so.
- 10.3. These terms and conditions shall be governed by English law, and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.