

Metzeler Summer Promotion and Prize Draw

Participants agree to be bound by these terms and conditions (the "Terms and Conditions") when entering the Promotion and the Prize Draw (together the "Campaign")

The Promoter

1. The promoter is Pirelli UK Tyres Limited, Derby Road, Burton on Trent, Staffordshire, DE13 0BH (the "Pirelli").

Offer Period

2. The Campaign will commence on 1 June 2018 and shall close at 23:59 (GMT) on 31 August 2018 (the "Promotion Period").

Eligibility

3. To be eligible to participate in the Campaign you must be a UK or Republic of Ireland resident aged 18 or over ("Participants").
4. Employees or agents of Pirelli, or their families or households, or anyone professionally connected to the Campaign and any group company of Pirelli are not eligible to enter.
5. The Campaign is only available to consumers (i.e. not to any business or reseller). Each Participant may submit a maximum of one (1) Claim (as defined below in clause 9). A maximum of two (2) Claims per household in total is permitted.

The Promotion ("Promotion")

6. Participants who purchase in a single transaction, a brand new pair (one front and one rear) of any of the following tyres: Metzeler Sportec M7RR, Roadtec 01, Tourance Next and Racetec RR K3 tyres (the "Tyres") within the Promotion Period will be entitled to claim a pair of Metzeler Gloves (the "Gift").

The Prize Draw ("Prize Draw")

7. Every Participant that has submitted a Claim, and which has been validated by Pirelli, will automatically be entered into the Prize Draw with a chance to win a Metzeler Suit (the "Prize").

Entry into the Promotion

8. To claim a Gift, Participants must purchase a set of the Tyres during the Promotion Period and then either:
 1. complete the relevant claim form in hard copy (a copy of which can be obtained from the dealer directly or by downloading it from www.metzeler.com); or
 2. Complete the online claim form at www.metzeler.com
9. Once the Participant has completed the claim form then they must either:
 1. submit the online claim form; or
 2. Send the hard copy completed claim form to: Moto Department, Pirelli UK Tyres Limited, Derby Road, Burton on Trent, Staffordshire, DE13 0BH.

And, at the same time as submitting or sending the claim form, provide proof of purchase which evidences the date of purchase of the Tyres and provide their contact details and all other required information, including but not limited to their date of birth and email address (a "Claim"). Copies of receipts that do not show the Tyres being purchased in a single transaction will not be accepted and any failure by the Participant to provide the proof of purchase referred to above will invalidate the Claim.

10. Claims must be made and received between 1 June 2018 and 14 September 2018 (the "Claim Period"). Claims received outside the Claim Period will be marked as invalid and will not be accepted.
11. Any documents submitted in support of the Claim shall not be returned to the Participant.
12. Proof of postage will not be accepted as proof of delivery.

Receipt of the Gift

13. Provided the Claim has been received within the Claim Period and is validated, Pirelli will use its reasonable endeavours to ensure that delivery of the Gift is made within twenty-eight (28) days of the submission of your Claim.
14. Delivery of the Gift will be to the address provided with the Claim.
15. The Gifts are subject to availability, subject to change and are allocated on a first come first served basis. Pirelli reserves the right to provide similar substitutes of equal or greater value to the Gift.
16. The Gift is non-transferable, non-exchangeable and will not be substituted for an equivalent cash value.

17. This Promotion is not redeemable with any other offer.
18. Claims that are incomplete or damaged will be deemed invalid. No responsibility is accepted by Pirelli for lost, delayed or damaged data which occurs during any communication or transmission of Claims.
19. Pirelli reserves the right at its absolute discretion to disqualify Claims which it considers do not comply with these Terms and Conditions.
20. Pirelli shall have the right, where necessary, to undertake all such action as is reasonable to protect itself against fraudulent or invalid Claims including, without limitation, to require further verification as to proof of purchase, as well as any other relevant details of a Participant.
21. A Claim must be made by the Participant, and must not be made through agents or third parties.

Privacy and Data Protection

22. Pirelli is the Data Controller for the purpose of the data protection legislation. Pirelli's use of any personal information submitted by the Participant shall be processed in accordance with its Privacy Policy, which is available to view at www.pirelli.co.uk/privacy

General Promotion Terms

23. Pirelli reserves the right to withdraw the Promotion at any time before the end of the Promotion Period.
24. Pirelli shall not be liable for any interruption to the Promotion whether due to force majeure or other factors beyond Pirelli's control.
25. Pirelli reserves the right, acting reasonably and in accordance with all relevant legislation and codes of practice, to vary the Terms and Conditions.
26. Pirelli will not be responsible or liable for: (a) any failure to receive submissions due to transmission failures and other conditions beyond its reasonable control; (b) any late, lost, misrouted, or damaged transmissions or Claims; (c) any computer or communications related malfunctions or failures; (d) any disruptions, losses or damages caused by events beyond Pirelli's control; or (e) any printing or typographical errors in any materials associated with the Promotion.
27. Participants will be solely responsible for any and all applicable taxes and any other relevant costs or expenses which are not stated in the Terms and Conditions as being included.
28. By participating in this Promotion, you agree, to the maximum extent permitted by applicable laws, to release and hold Pirelli harmless from any and all liability whatsoever for any injuries, losses or damages of any kind arising from participation in or in connection with the Promotion, including without limitation, awarding, acceptance, receipt, possession, use and/or misuse of the Gift. The above limitation of liability shall not apply to liability arising from fraud (including fraudulent misrepresentation), death or personal injury caused as a result of Pirelli's negligence.
29. The Promotion is governed by English law and Participants submit to the jurisdiction of the English Courts.

General Prize Draw Terms

30. Entries can be received for the Prize Draw during the Claim Period.
31. One eligible Participant will be chosen by random draw on or around 25th September 2018 ("Draw Date") to win the Prize (the "Winner").
32. The Winner will be notified by email or telephone (using details provided) and they must provide a postal address to claim the Prize. If the Winner does not respond to Pirelli within seven (7) days of being notified by Pirelli, then the Prize will be forfeited and Pirelli will be entitled to select another winner in accordance with the process described above.
33. The Winner will be required to attend the premises of the supplier of the Prize at a mutually convenient time to be measured up.
34. Once manufactured, the Prize will be sent to the Winner by post.
35. The Prize is non-transferable, non-exchangeable and will not be substituted for an equivalent cash value.
36. Pirelli reserves the right to replace the Prize with an alternative prize of equal or higher value.
37. The decision of Pirelli regarding any aspect of the Prize Draw is final and binding and no correspondence will be entered into about it.
38. The Winner's name and county can be obtained by sending a stamped addressed envelope to Pirelli within 14 of days after the date of the Draw Date.
39. Pirelli reserves the right to refuse entry, or refuse to award the Prize to anyone in breach of these Terms and Conditions.
40. Pirelli reserves the right to hold void, cancel, suspend, or amend the Prize Draw where it becomes necessary to do so.

41. Pirelli reserves the right, acting reasonably and in accordance with all relevant legislation and codes of practice, to vary these Terms and Conditions.
42. Insofar as is permitted by law, Pirelli, 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 Pirelli, its agents or distributors or that of their employees. The Participants statutory rights are not affected.
43. The Winner may be required to participate in publicity related to the Prize Draw which may include the publication of their name and photograph in any media.
44. Participants will be solely responsible for any and all applicable taxes and any other relevant costs or expenses which are not stated in the Terms and Conditions as being included.
45. The Prize Draw is governed by English law and Participants shall submit to the jurisdiction of the English Courts.