

IN DEMAND'S "1D DAY" (THE "COMPETITION")

TERMS AND CONDITIONS

These terms and conditions should be read together with and are in addition to In Demand's standard Terms & Conditions at <http://www.bauerlegal.co.uk/competition-terms.html> (together the "**Rules**"). This Competition is promoted by Bauer Radio Limited t/a either: Radio Aire, Radio City, CFM, Hallam FM, Key 103, Metro Radio, Rock FM, TFM, The Hits Radio or Viking FM ("**In Demand England**") or Clyde 1, Forth One, Tay FM, Northsound 1, West FM, West Sound FM or Radio Borders ("**In Demand Scotland**"). Together, In-Demand England and In-Demand Scotland shall be referred to as "**In Demand**". Bauer Radio Limited's registered office is at 1 Lincoln Court, Lincoln Road, Peterborough, PE1 2FR and it is registered under company number 01394141 (the "**Promoter**").

By entering the Competition entrants will be deemed to have understood and will be bound by these Rules. The Rules are available on request from the Promoter and may be downloaded from either In Demand England's website at <http://www.indemand.fm> or In Demand Scotland's website at <http://www.indemandscotland.co.uk/> (the "**Websites**").

COMPETITION START DATE AND FINISHING DATE

Start Date: 4th November 2013 at 19:00

End Date: 7th November 2013 at 20:30

Any entries received before the Start Date or after the End Date (for whatever reason) will be invalid.

THE PRIZE

The Winner (as defined below) will win a holiday, provided by Sony Music Entertainment UK Limited ("**Prize Provider**") for three people, being the Winner and two chosen companions (the "**Prize**"). The Prize includes:

- three (3) nights' in a room at 4* or 5* accommodation based on all three (3) people sharing a room at a hotel in LA ("**Hotel**"), from 21st November 2013 to 24th November 2013 (room only);
- return economy flights for three (3) people from an airport in the United Kingdom of Prize Provider's choosing (and notified to the Winner, in writing) to LA departing on [21/22] November 2013 and leaving LA on [24th] November 2013;
- transfers from the airport in LA to the Hotel and from the Hotel back to the airport in LA;
- transfers from the Hotel to the 1D Day studio where the Winner and their two companions will listen to the 1D album, feature in the livestream on www.1dday.com, receive signed 1D merchandise, meet the band, "One Direction" and have a photo with the band (with other fans).
- free food and drink during the 1D day (i.e. 23rd November 2013) only.

The Prize does not include:

- travel and holiday insurance (the Winner and their companions must take out appropriate travel insurance for the Prize);
- transfers from the Winner's (or Winner's companion's) home address to and from the airport in the United Kingdom;
- any taxes due in respect of the Prize;

- personal expenditure for the duration of the holiday including, food and drinks and other incidental costs such as additional activities, travel and excursions, unless stated elsewhere in these Terms;
- charges associated with ensuring that the Winner and the Winner's companions have valid passport, visa, ESTA, and requisite vaccinations (please note that it is the Winner's responsibility to find out what visas, if any, are required); and / or
- any other charges.

ENTRANT RESTRICTIONS

- Participants that are under 18 must have consent from a parent or guardian BEFORE they enter this Competition. If you are under 18 and you do not have parental consent, you will not be eligible to win the Prize and will be disqualified from the Competition. If you are under 18 and then selected as winner, we will ask to speak to your parent or legal guardian, to confirm that they accept these Rules on your behalf, and that they give their permission for the Video (defined below) to be used by the Promoter and the band for promotional purposes (in accordance with these Rules). If we are not able to speak to your parent or legal guardian when asked, you will not be able to win the Competition. Please note that for compliance purposes, we will record all calls.
- One person of the three people travelling to LA for the Prize must be over 21. If the Winner or any companions are under 18, notwithstanding the fact that they are travelling with a person who is over 21, they must have written permission from a parent or legal guardian before they will be able to take part in the Prize. If we do not have parental / legal guardian consent from all persons travelling who are under 18 or, if the Winner is under 21 and is not accompanied by a person over 21, the Promoter reserves the right to withdraw the Prize from the Winner and to offer it to another entrant.
- Participants must be resident in the United Kingdom and must not be employees (or a member of an employee's immediate families) of the Promoter, Prize Provider or any other company professional connected to the Competition.

HOW TO WIN

- You can enter the Competition by submitting a video (the "**Video**"), your full name, address, and telephone number, free of charge on the Website. The Video must show you asking a question you would like One Direction to answer. When asking the question, you must be filmed in front of a famous UK landmark.
- The winner (the "**Winner**") will be selected by One Direction's management based on the following criteria:
 - most interesting and thoughtful question;
 - best Video which demonstrates the most entertaining personality; and
 - most amount of effort in general.

The decision made by One Direction's Management will be final and no correspondence will be entered into in connection with this decision.

- The Winner will be announced on 8th November 2013 after 19:00 on In:Demand England and In:Demand Scotland. The name and the home town of the Winner will be posted on the Websites after they have been announced live on-air and by entering this Competition you agree for your details to be displayed this way.

DATA PROTECTION

Entrants' personal data (including telephone, numbers, addresses and videos) will be collected by the Promoter and will be used to process entries. The Promoter will also provide Winners' names and contact details to the Prize

Provider, solely for the purpose of arranging delivery of the prize. By entering the Competition, participants consent to the storage and processing of their personal data as described here, which shall be strictly in accordance with current UK Data Protection legislation. Personal data may remain stored by the Promoter and the Prize Provider after the Competition has ended but will not be used for marketing purposes. For further information on our uses of personal data, please see our general terms and conditions along with our privacy policy at: <http://www.bauerdatapromise.co.uk>

INTELLECTUAL PROPERTY AND CONSENTS

- Entrants consent to their Video (and voice if called live on air) being used on the Promoter's radio broadcasts and to a copy of this broadcast (the "**Recording**") being stored by the Promoter for exploitation in any and all media for promotional or other purposes.
- To the extent possible, entrants agree to grant to the Promoter a royalty free perpetual licence to use their Video and to assign to the Promoter the Recording.
- For the avoidance of doubt Entrants understand that on a non-exclusive basis your likeness, your image, and your Video you provide may be used in services and products of the One Direction including, without limitation videos, publicity, advertising, Artists' websites (including Facebook, Twitter, etc) and/or on forthcoming releases of an album or single of One Direction.
- We will not return copies to you copies of your Video.

OTHER CONDITIONS

- The Promoter is not responsible for any aspect of the Prize, including unsatisfactory quality or late delivery. No cash alternatives shall be available for the Prize. The Prize is non-transferable. However, the Prize Provider reserves the right to change the Prize at its discretion or to offer an alternative Prize of similar value.
- The Prize must be taken between 21st November 2013 and 24th November 2013. The Promoter will not be liable if the Winner is unable to partake in the Prize at this time and if this is the case, will select an alternative Winner.
- Each person travelling shall be entitled to travel with one item of checked baggage of no more than 20kgs plus one item of hand baggage of no more than 5kg. Such provisions are subject to change at the discretion of the airline and the Promoter recommends that you check precise details of your luggage allowance with the airline prior to travel. Additional baggage is likely to be charged at an additional cost to you.
- The Winner and their companions must have a passport with 6 months remaining and are responsible for any visa and ESTA applications and payments.
- The Prize holiday duration may not be extended and will not cover any additional passengers.
- Flights cannot be upgraded and the Winner and their companions will not be able to collect air-miles in connection with the Prize.
- Only entries received in accordance with these Terms will be accepted and the Promoter can disqualify any entrant from being eligible and having a chance to win if it reasonably believes that that person has breached these Rules.
- Participants may not enter the Competition more than once.
- The Promoter and Prize Provider has the right to disqualify participants if it reasonably believes participants have breached any of these Rules.
- If there is any misunderstanding, mistake or dispute concerning the operation of the Competition, including the acceptability of any Videos given by a Winner, or the operation of any technical/communications system, the Promoter's and Prize Provider decision shall be final and no correspondence or discussion will be entered into on this subject.
- The Promoter and Prize Provider has no responsibility or liability if participants fail to upload their videos. This includes a failure to complete an upload due to loss of signal or system failure.

- The Promoter and Prize Provider is not responsible for any costs associated with entering the Competition, including accessing the Website.
- In order to maintain the quality of the Promoter's radio programming and to protect listeners from harm, participants may be disqualified if they submit Videos which are or appear on air incomprehensible, inaudible, inappropriate, offensive, or if it appears to the Promoter (in its sole discretion) that the participant is intoxicated or likely to offend listeners.
- Any Videos that are uploaded onto the Website must comply with the Promoter's website terms and conditions available at <http://www.bauerlegal.co.uk/radio-website-terms.html>. If you upload a Video it must not, among other things:
 - o be obscene or contain offensive language;
 - o be defamatory, abusive, discriminatory or hateful or which applauds, encourages or entices abuse, discrimination or hate;
 - o contain confidential information or information that has been disclosed to you in confidence;
 - o compromise the privacy or security of anyone other than yourself;
 - o encourage criminal conduct or give rise to civil liability, or which is otherwise unlawful.
 - o belong to any person (or any material where the rights belong to any person) other than yourself without the prior written consent of the owner to it;
 - o where used by the Promoter, or any third party licensed or permitted by the Promoter, give rise to any third party claims;
 - o directly or indirectly suggest any endorsement or approval by the Promoter of a product, service, content or any belief or opinion expressed within a product or service.
 - o contain any spy ware, adware, viruses, corrupt files, worm programmes or other malicious code designed to interrupt, damage or limit the functionality of or disrupt any software, hardware, telecommunications, networks, servers or other equipment, Trojan horse or any other material designed to damage, interfere with, wrongly intercept or expropriate any data or personal information.
- Other than for death or personal injury resulting from its negligence and so far as permitted by law, the Promoter and Prize Provider hereby excludes all liability for any loss, damage, cost and expense, whether direct or indirect, howsoever caused in connection with the Competition or any aspect of the Prizes.
- The Promoter and Prize Provider reserves the right to cancel, amend, terminate or temporarily suspend this Competition if it is required to do so due to circumstances outside its reasonable control, with no liability to any entrants or third parties.

COMPLAINTS PROCEDURE

If you have any concerns about how this competition has been run, you should email: james@indemand.fm or write to James Robinson, Key 103, Castlefield, M15 4PR. A complaint will not be considered if it is made more than 14 days after the date the Winner is announced.