

**'DEFENDERS OF TOMORROW' MASCOT PROMOTION
TERMS AND CONDITIONS**

The 'Defenders of Tomorrow Mascot Promotion' (the "Promotion") is promoted by Jaguar Land Rover Limited, registered in England and Wales, registered office: Abbey Road, Whitley, Coventry CV3 4LF, England, Company No. 1672070 ("**Promoter**"). The Promotion is managed and administered on behalf of the Promoter by Jaguar Land Rover Ireland (JLRI) and Kennedy PR ("**Promotion organiser**"). The Prize is managed and administered on behalf of the Promoter by CAKE HAVAS registered office at The HKX Building, 3 Pancras Square, London, N1C 4AQ ("**Prize Organiser**").

PROMOTION START DATE: 1st March 2023

PROMOTION CLOSING DATE: 16th April 2023

In order to enter this Promotion, Applicants (defined in clause 1) must be registered by a parent or legal guardian on their behalf. By entering this Promotion, you (as a parent or legal guardian) agree to these terms and conditions and the terms the waivers attached to these terms and conditions at schedules 1-3 (and which you may be required to sign separately) on behalf of the Applicant. For the avoidance of doubt, all references to an Applicant in these terms and conditions shall also apply to the parent/legal guardian who agrees to these terms on the Applicant's behalf.

These terms and conditions may be amended in exceptional circumstances where it is reasonably necessary to do so and we will use our best commercial endeavours to inform you of any such changes.

1. Applicant:

1.1 Applicants must meet the eligibility requirements specified herein. Parents or legal guardians must be 18 or over.

1.2 It will be the Promoter's sole decision as to whether any eligibility requirements have or have not been met and it may require evidence or confirmation before awarding any prizes.

1.3 This Promotion and its Prize(s) (as set out in clause 8.1) are only open to Applicants who:

- (i) are aged seven (7) to thirteen (13) years old at the time of the **Rugby World Cup 2023** Tournament; and
- (ii) resident in the Republic of **Ireland**

1.4 No employees, agents or suppliers of the Promoter, Promotion Organiser or the Prize Organiser, nor their associated companies nor their Family Members will be eligible to take part in the Promotion. For the avoidance of doubt, "Family Members" means the parents, children, siblings, aunts and uncles, grandparents, grandchildren of an employee, agent or supplier of the Promoter, Promotion Organiser or the Prize Organiser and their associated companies.

1.5 By entering into this Promotion, the Winners agree to participate in any publicity or promotional activities as may be reasonably required by the Promoter with no recompense. Any costs

incurred in this activity will be covered by the Promotor organiser. Further the Promoter reserves the right to use the names and counties of Winners in any publicity relating to the Promotion.

2. **How to enter:**

2.1 The Promotion can be entered, free of charge, by visiting the Promotion entry page on the following website (“the **Website**”). <https://www.landrover.ie/sponsorship/rugby-world-cup-2023>

2.2 entry form and upload a video of maximum 90 seconds (in English) of the Applicant delivering a team talk to the Irish team or a written submission if a video is not possible saved as a PDF document.

2.2.1 why you are Ready to take on the world and embrace the impossible

- Examples: What have you done to embrace the impossible
- How can you drive positive social change – rugby and beyond
- How are you going to inspire the future of the game
- What makes you a defender of tomorrow, how are you impacting the community around you.

2.3 The Entry Video should be titled “Defender of Tomorrow” along with the Applicant’s full name.

2.4

2.5 Applicants may only submit one entry into the Promotion. Any further entries by the same Applicant will be automatically disqualified.

2.6 Entries must not contain or refer to any third-party brand and must not contain or reference any third-party names, logos, trademarks or use images which are under copyright, without the copyright owner's express written consent.

2.7 Upon submitting the Entry Video, the Applicant confirms that:

2.7.1 the Applicant is eligible to enter the Promotion;

2.7.2 they acknowledge and understand that the name and image of the Applicant may be used in association with the Promotion (as set out in these Terms and Conditions);

2.7.3 they acknowledge and understand that the Entry Video must be 90 seconds long, no bigger than 20mb and in a .mov or .mp4 format; and

2.7.4 if successful they understand that the Applicant will be required to take time off school in order to attend the Prize, and they will be required to provide a permission letter from the Applicant's school allowing the Applicant to take the necessary time off.

2.8 The parents and/or legal guardians of the Applicants are responsible for ensuring that both they and the Applicants have valid passports, valid visas and travel insurance to attend the Prize. Applicants who do not give correct details or have not submitted valid documents/have the necessary authorisations (including visas) by the point of travel will be disqualified at the Promoter's discretion and the Promoter may offer the prize to the next eligible Applicant. Neither the Promoter nor the Promotion Organiser nor the Prize Organiser are responsible for obtaining visas, insurances, authorisations or any other travel documents on behalf of the Applicants.

2.9 No entries from agents, third parties, organised group or entries automatically generated by computer will be accepted. No bulk entries. Each entry is subject to approval by the Promoter. Any entry that is deemed offensive, inappropriate, obscene, unlawful or otherwise contains objectionable content or information will not be granted approval and will therefore be excluded from the Promotion, at the Promoter's absolute sole discretion.

2.10 The Promotion Organiser and Promoter accept no liability for entries not successfully completed howsoever arising including but not limited to any technical faults (technical malfunction, computer hardware or software failure, satellite, network or server failure, network incompatibility) of any kind.

2.11 The parent/legal guardian of the Applicant acknowledges that the Prize involves physical activity and that they are aware of the associated medical and physical risks involved. The parent/legal guardian of the Applicant confirms that the Applicant will not take part in the Prize if they are suffering from any condition, injury or illness and that they will report any condition, illness and / or illness to the Promoter as soon as possible after becoming aware of same. By entering into the Promotion, the parent/legal guardian of the Applicant warrants that they are sufficiently fit and healthy to participate in the Promotion unaided (and acknowledge that they must reaffirm that they are sufficiently fit and healthy to participate in the Prize on the date of the Prize). The Promoter reserves the right to remove any Applicant from the Promotion, at any times, if it deems (acting reasonably) that due to ill health or any other reason (at the Promoter's discretion) the Applicant is unfit to safely participate in the Prize.

3. Eligibility/ Foul Play:

3.1 If the Promoter subsequently discover that an Applicant is ineligible, has breached these terms and conditions, has committed foul play or if any unethical conduct is suspected then the Promoter reserves the right, in its sole discretion, to remove such Applicant from the Promotion.

4. Entry and Purchase Requirements:

4.1 Entry is free and therefore no purchase is necessary.

5. Winner Selection:

5.1 The eligible Entry Videos will be shortlisted by an independent panel using the following criteria :

5.1.1 How articulate is the entry submission?

5.1.2 How recent is the activity / reason for submission?

5.1.3 How powerful is the Applicant's story?

6. Winner Notification:

6.1 The two (2) Winners shall be emailed separately within twenty one (21) working days from the date of the competition conclusion and will need to confirm their acceptance of the Prize and that their details given on the entry form are still correct.

6.2 In the event that any Winner is unable to take up the Prize for any reason they must notify the Prize Organiser within forty-eight (48) hours. In these circumstances or where the Promoter has not received confirmation from a Winner that it accepts the Prize, the Promoter reserves the right to remove the relevant Winner from the Promotion. The Prize Organiser and Promoter expressly disclaims any and all liability which may arise due to being unable to contact a Winner.

8. Prize:

8.1 The Prize will be supplied by the Prize Organiser and shall be subject to these terms and conditions and RWCL's ticket terms and conditions (attached at Schedule 2). The Winners will receive the following:

8.1.1 the opportunity to accompany a rugby team captain onto the pitch before the start of a match at the Rugby World Cup 2023 (a "**Mascot**");

8.1.2 1 x entry ticket to attend the match as a Mascot;

8.1.3 1x entry ticket for the Winner's parent or legal guardian to accompany the Winner;

8.1.4 a Mascot uniform (JLR Defender branded t shirt and shorts) (subject to availability and at the Prize Organiser's discretion);

8.1.5 accommodation in France and flight travel to and from Dublin Airport.

(the "**Prize**").

8.2 The class, standard and overall cost of accommodation and all travel shall be subject to the Promoter's overall discretion.

8.4 The Promoter and/or Prize Organiser reserves the right to vary details of the Prize or substitute a Prize of equivalent value should unforeseen circumstances require it. The odds of winning will depend on the total number of valid entries received.

9. Other Expenses:

9.1 No other food, travel, subsistence, accommodation or additional expenses are included in the Prize. These must be borne by the Winner (or their parent/legal guardian).

9.2 The Winners acknowledge and agree that the Promoter will not be responsible for their costs and/or expenses (including travel expenses) of attending the Prize except as set out in these terms and conditions . The Winner will not be entitled to any monetary equivalent or compensation for costs or expenses incurred or suffered in connection with taking up the Prize.

10. Cash Alternatives:

10.1 The Prize is non-exchangeable, non-transferable and non-refundable and there is no cash, credit alternative or other alternative to the Prize in whole or in part.

11. Identification:

11.1 The Winners and their parents/legal guardians will be required to provide their ID on the day of receiving the Prize.

12. Intellectual Property Rights:

12.1 All entries and any accompanying material submitted to the Promoter will become the property of the Promoter on receipt and will not be returned.

12.2 By submitting an Entry Video into the Promotion, the Applicant agrees to:

1. assign to the Promoter all intellectual property rights with full title guarantee; and
2. waive all moral rights,

in and to the Entry Video and any accompanying material or rights the Applicant may have in connection with their entry into the Promotion whether now or at any time (including under the Copyright, Designs and Patents Act 1988 as amended from time to time and all similar legislation from time to time in force anywhere in the world).

12.3 To the extent that an Applicant is prevented from assigning its rights pursuant to clause 12.2, the Applicant agrees to grant the Promoter an exclusive, perpetual, worldwide, irrevocable licence to use, display, publish, transmit, copy, edit, alter, store, re-format and sub-licence the Entry Video and any accompanying material in connection with the Promotion.

12.4 The Applicant warrants that:

(a) the Entry Video and any accompanying material submitted is the original work of the Applicant and has not been copied wholly or substantially from any other work or material or any other source (any other individual, group, organisation, company or government); and

(b) the Entry Video and any accompanying material contain nothing that is defamatory or indecent.

12.5 The Applicant agrees to indemnify the Promoter and the Promotion Organiser against any losses they incur as a result of the Entry Video or any accompanying material they have provided which infringes clause 12.4 above.

12.6 As one of the conditions of entry to the Promotion and receiving the Prize, the Applicant shall, if required by the Promoter, execute any such document as may be necessary to evidence or secure to the Promoter the rights granted under this clause.

13. Collection and Use of Personal Data:

13.1 By entering this Promotion, the Applicant and their parent/legal guardian understands that the Promoter, the Promotion Organiser and the Prize Organiser (and their agents, contractors and group members) may process, store, distribute, and retain the information (including personal data) it provides in relation to the Promotion for the following purposes:

13.1.1 to enter the Applicant into the Promotion and administer its entry in the Promotion, including deciding whether it accords with these terms and conditions;

13.1.2 to notify the Applicant if they are a winner. If they are a winner, they understand that the Promoter may announce or make available on request the Winner's name and county/town unless you object to the Promoter doing so or request that the amount of personal information announced or made available is reduced by the Promoter, in accordance with Clause 14; and

13.1.3 To share with organisations assisting with the conduct of the Promotion and fulfilment of the Prize. A comprehensive list of who your information may be shared with can be provided upon request.

13.3 The Applicants' names and contact information will be used for the purpose of this Promotion and shall be retained by the Promoter until the end of the Rugby World Cup 2023 Tournament.

13.4 The Promoter reserves the right to contact Applicants regarding various product and service promotions or other related communications (but only where the Applicants has opted-in to receiving such communications). The information will be retained for as long as an Applicant has remain opted-in to receive these communications.

13.5 If an Applicant has opted-in to receive any such communications, they can change their mind and unsubscribe at any time by clicking on the unsubscribe link at the bottom of the email communications, or contact ("**Promotion Organiser**").

13.6 Data will be handled in accordance with the General Data Protection Regulation EU 2016/679, the Data Protection Acts 1988 -2018, S.I. No.336/2011 (Electronic Communications Networks and Services (Privacy and Electronic Communications) Regulations 2011 and any successor legislation.

13.7 In limited circumstances, the Applicant and their parent/legal guardian's personal data may be stored, transferred and / or processed outside Ireland or the European Economic Area for the purpose of administering and fulfilment of this Promotion. Where this is so, all appropriate measures and safeguards are in place and shall be maintained.

13.8 Personal data supplied during the course of this promotion may be passed on to third party suppliers (including but not limited to the Promotion Organiser and the Prize Organiser) only insofar as required for fulfilment, delivery and arrangement of the Promotion.

13.9 For more information on how your personal data is handled by the Promoter, please view 'JLRI's Privacy Policy': [PRIVACY POLICY | Land Rover](#)

15. Promoter's Decision:

15.1 The decision of the Promoter in all matters is final and binding and no correspondence shall be entered into.

15.2 The Promoter reserves the right to verify all entries including but not limited to asking for address and identity details (which the Applicant must provide in the entry form on submission) and to refuse to award the Prize or withdraw the Prize and/or refuse further participation in the Promotion to an Applicant where the Applicant has breached these Terms and Conditions or there are reasonable grounds to believe there has been or will be in breach of these Terms and Conditions or any instructions forming part of these entry requirements or otherwise where an Applicant has gained unfair advantage in participating in the Promotion or won using fraudulent means.

16. Third Parties:

16.1 Neither the Promotion Organiser nor the Promoter are responsible for any third-party acts or omissions. A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these Terms.

17. Cancellation of Promotion:

17.1 The Promoter reserves the right to cancel or amend these terms and conditions and/or this Promotion due to Force Majeure events (as defined below) and at their absolute discretion and without liability unless the Prize has been awarded.

18. Severance:

18.1 If any of these terms are determined to be illegal, invalid or otherwise unenforceable then the remaining terms shall continue in full force and effect to the extent legally permissible.

19. Responsibility for Promotion:

19.1 This Promotion is run by the Promoter and administered by the Promotion Organiser and Prize Organiser with the permission of RWCL. Accordingly, the Promoter is responsible for the operation of and all matters and concerns relating to the Promotion, not RWCL or any other persons involved in the staging of Rugby World Cup 2023 (including Tournament Organiser) and World Rugby (formerly the International Rugby Board), all of whom shall not be responsible for or liable to Applicants in any way whatsoever in connection with this Promotion.

21. Negative Publicity:

21.1 Applicants shall not, while participating in the Promotion or using any Rugby World Cup tickets, display or publicise any political slogans or homophobic language, images of a lewd or explicitly sexual nature, images containing logos of competitors and overt brand sponsorship or anything else deemed to be ambush marketing or an abuse of the Rugby World Cup and/or the Promoter, content which is defamatory, obscene, illegal, vulgar, offensive or otherwise unsuitable or which infringes others' rights (including intellectual property rights) or reflects negatively upon any of the Promoter and/or RWCL or the Rugby World Cup.

21.2 Each Applicant agrees and acknowledges that any breach of this clause shall cause significant damage and loss to the Promoter and/or RWCL.

22. Unlawful Entries:

22.1 Applicants must not be resident in a jurisdiction in which participation breaches any applicable laws.

22.2 By entering, the parent/legal guardian of the Applicant warrants on the Applicant's behalf that he or she is permitted by law in the relevant jurisdiction to do so.

23. Liabilities:

23.1 In the fullest scope admitted by the mandatory binding provisions of local law, neither the Promoter nor the Promotion Organiser or its affiliates, agents, officers or employees will be liable (to the extent permitted by law) for any loss or damage arising out of organising or holding this Promotion or as a result of an Applicant's participation in it, participation in any of the activities or as a result of the winning, participating in, collecting or enjoying the Prize and/or the Promotion, or if the Promotion does not run as planned.

23.2 However, nothing in these Terms shall exclude the Promoter's and/or the Promotion Organiser's liability in relation to **(a)** death or personal injury caused by their negligence, **(b)** fraud or fraudulent misrepresentation, and/or **(c)** any other matter for which it would be unlawful for them to exclude or attempt to exclude their liability. The Applicant's statutory rights are not affected.

23.3 The Promoter and the Promotion Organiser and each of their group companies, agencies and contractors shall not be liable for any problems or technical malfunction of any computer on-line systems, servers, or providers, computer equipment or software, failure of any email or entry to be received on account of technical problems or traffic congestion on the internet, or at any website, including any injury to or resulting from participation or downloading of any materials in the Promotion. The Promoter and the Promotion Organiser and each of their group companies, agencies and contractors shall not be liable for any indirect or consequential losses.

24. Force Majeure:

24.1 The Promoter and the Promotion Organiser shall not be held responsible for failure or delay to perform all or any part of these Terms including whether any event or match takes place, due to any act or omission beyond the control of the Promoter or the Promotion Organiser, including but not limited to epidemics, pandemics (including the re-emergence of Covid-19) flood, fire, earthquake, drought or other natural disaster, war terrorism, civil unrest, riots or threats of war, terrorism, civil unrest or riots, any action taken by a governmental or public authority of any kind (including not granting a consent, exemption, approval or clearance), an event of national significance (including any day of national mourning), strikes or any other events, which could not be predicted, controlled, avoided or overcome by the Promoter or the Promotion Organiser ("**Force Majeure Event**").

25. English Language:

25.1 This agreement is drafted in the English language. If this agreement is translated into any other language, the English language text shall prevail.

26. Law and Jurisdiction:

26.1 These terms and conditions shall be governed by and construed in accordance with laws of Ireland. The parties irrevocably agree that the courts of Ireland shall have exclusive jurisdiction to deal with any dispute or claim that arises out of or in connection with these terms and conditions and the Promotion.

27. General:

27.1 Applicants and their parents/legal guardians have fully read, accept and understand these Terms and Conditions.

27.2 Applicant's and their parents/legal guardians should send any questions regarding the Promotion or their entry to ("**Promotion Organiser**")

SCHEDULE 1 – Film Footage Waiver Form

Imagery & Film Footage Waiver Form for Intellectual Property Rights

(the “Agreement”)

In consideration of winning the Prize and the association with Jaguar Land Rover Limited, Registered Office: Abbey Road, Whitley, Coventry CV3 4LF Registered in England and Wales No: 1672070 (the "**Company**"), I (the parent/legal guardian) hereby authorise the Company; its respective parents, affiliates, subsidiaries, intermediaries, licensees, agents, successors, importers and assignees (the "**Company Affiliates**") the right to film and photograph the child named below (the "**Child**") for whom I hold full parental/legal guardian responsibility. This authorisation relates to the recording of the Child's image, voice, conversation and sounds, including any performance of any musical composition(s) (the "**Imagery & Film Footage**").

The purpose of retaining and using the Imagery & Film Footage collected at Rugby World Cup 2023 is to support the promotion of Defender's partnership with Rugby World Cup France 2023 specifically in relation to the promotion of the '*Defenders of Tomorrow*' Mascot Programme (the "**Purpose**").

In consideration of winning the Prize, I acknowledge and agree that the Company and/or Rugby World Cup Limited shall be the exclusive owners of the Imagery & Film Footage, including copyright interests, and shall have the right to sub-licence and transfer the Imagery / Footage to other entities in connection with the Rugby World Cup 2023 and future tournaments, strictly in accordance with the Purpose; and I acknowledge that neither I nor the Child have any interest or ownership in the Imagery & Film Footage or its copyright and waive any and all moral rights I and/or the Child may have in connection with the Child's Appearance (as defined below). The Company shall not be obliged to release or provide the Imagery & Film Footage to me, the Child, or any other third party.

I agree that the right to use the Child's name, likeness, image, voice, appearance, and performance as embodied in the Imagery & Film Footage ("**Appearance**") may be recorded on or transferred to video media, film, slides, photographs, audio tapes, or other media, now known or later developed. This grant includes without limitation the right to edit, mix or duplicate and to use or re-use the Imagery & Film Footage in whole or part as the Company or Company Affiliates may elect. Reference to the Imagery & Film Footage in this Agreement includes any and all edited versions made by the Company and the Company Affiliates.

I grant the Company and Company Affiliates the right to screen, broadcast, exhibit, market, and otherwise distribute the Imagery & Film Footage strictly in accordance with the Purpose, either in whole or in parts, and either alone or with other products, in all media throughout the world, in perpetuity, including for the purposes of publicity, media / editorial, advertising, sales and promotion (including on Company websites) of the Imagery & Film Footage.

I warrant that I have the right to enter into this waiver, and that the Child's Appearance will not violate or infringe the copyright or any other right of any third party or breach any contract or duty of confidence, constitute a contempt of court or be defamatory or blasphemous.

I accept that there is no time limit on the Imagery & Film Footage used as part of the Purpose and there is no geographic limitation on where it may be used or distributed.

I agree that any dispute or claim arising out of or in connection with this waiver shall be governed by, and construed in accordance with, the laws of Ireland. I irrevocably agree to submit to the exclusive

jurisdiction of the courts of Ireland with regard to any disputes or claims arising out of or in connection with this waiver.

I hereby acknowledge and agree to having read, understood and accepted the foregoing, its terms and stipulations:

Date:	
Signature of parent/legal guardian:	
Printed name of parent/legal guardian:	
Name of child:	

SCHEDULE 2 – RWCL TICKET TERMS AND CONDITONS

TERMS AND CONDITIONS

- 20 Each winner and his/her guest(s) as applicable agree to comply with the terms and conditions applicable to the issue and use of tickets from time to time (as available and set out at [TBC] or such other webpage as determined by Rugby World Cup Limited (“RWCL”) from time to time), the tournament organiser (Federation Francaise de Rugby 2023, “FFR2023”) and all applicable venue owner or operator rules and regulations to access Rugby World Cup venues and any other areas associated with Rugby World Cup (including any terms of accreditation determined by RWCL). Further each winner and his/her guest(s) acknowledge that he/she may be required to enter into a direct acknowledgement and/or agreement with RWCL and/or FFR2023 concerning use of the tickets and compliance with ticket terms and conditions prior to receiving the prize.
- 21 Winners and/or guests shall not, while using Rugby World Cup tickets, display or publicise any political slogans or homophobic language, images of a lewd or explicitly sexual nature, images containing logos of competitors and overt brand sponsorship or anything else deemed to ambush marketing or an abuse of the Rugby World Cup, content which is defamatory, obscene, illegal, vulgar, offensive or otherwise unsuitable or infringes others’ rights (including intellectual property rights) or reflects negatively upon any of RWCL or the Rugby World Cup. Each entrant agrees and acknowledges that any breach of this clause 16 will cause significant damage and loss to RWCL.
- 22 The Promoter may pass personal information relating to prize winners to RWCL and/or FFR2023 (and any of their service providers or agents) for the purposes of monitoring the distribution and use of Rugby World Cup tickets and related experiences and, in the event of a suspect breach of any terms and conditions, rules or regulations or RWCL and/or FFR2023 relating to the use of such tickets and/or experiences, investigating and taking action against such winners.
- 23 This promotion is run by the Promoter with the permission of RWCL. Accordingly the Promoter is responsible for the operation of and all matters and concerns relating to the promotion, not RWCL or any other persons involved in staging of Rugby World Cup 2023 (including FFR2023) and World Rugby (formerly the International Rugby Board), all of whom shall not be responsible for or liable to entrants in any way whatsoever in connection with this promotion.

