

TERMS & CONDITIONS

The Promoter is offering Entrants via its Website the chance to win either the Property or, in the event that Minimum Sale Tickets (as defined in clause 1.13) is not reached, the Substitute Cash Prize will be (as defined in clause 1.22).

By submitting an Entry to the Competition and ticking the box to accept the Terms and Conditions, you agree to be bound by the following Terms and Conditions.

Each Entrant should retain a copy of these Terms and Conditions.

1. Interpretation

1.1 Definitions:

1.2 **Announcement Date:** 30days of the Closing Date;

1.3 **Answer:** one selected option in response to the Question;

1.4 **Charitable Donation:** 10% of ticket sales which will be donated to Children's Hospital Charity

1.5 **Commencement Date:** on 24th June 2019 at 12am midnight GMT;

1.6 **Closing Date:** 31st December 2019 at 12am midnight GMT;

1.7 **Competition:** the event operated by the Promoter to which these Terms and Conditions apply;

1.8 **Correct Answer:** the Correct Answer to the Question;

1.9 **Entrant:** any person (not including a limited company, partnership or limited liability partnership) who submits an Entry Fee and contact details in accordance with 3.1 and **Entry** shall be construed accordingly;

1.10 **Eligible Entry:** any Entrant who provides the Correct Answer to the Question;

1.11 **Entry Fee:** £10 per Entry plus £1 processing charge;

1.12 **Legal Fees:** up to £2,500 to cover conveyancing costs;

1.13 **Minimum Sale Tickets:** 250,000 paid Entries

1.14 **Maximum Sale Tickets:** 400,000 paid Entries

1.15 Recommend a Friend Mini Prize Draw:

Start Date date 1st Nov 2019,
Closing Date 20th Dec 2019
Prize Awarded £1000.00

All participants that refer a friend using the www.winmydreamhome.com referral portal, where the referred party successfully enters the win a house competition, will receive a free entry into the Recommend a friend Mini Prize Draw for each successful referral. At the close of the draw the winner will be drawn by random selection. We will contact the winner by email and award the £1000 prize within 15 days of the Recommend a Friend Mini Prize Draw closing date.

1.16 Prize: the Property, or if the Minimum Sale Tickets is not reached in accordance with clause 4.3, the prize will be the Substitute Cash Prize;

1.17 Property: the freehold property known as 97 Bartholomew Road, Kentish Town, London NW5 2AR, registered under title number 376261 including land and specified contents pursuant to clause 5.13;

1.18 Promoter: Misuma Limited (Company number 02965805) whose registered office address is BLICK ROTHENBERG, Palladium House 1-4 Argyll Street, London, W1F 7LD;

1.19 Question: the question all Entrants must answer correctly to have an opportunity to win the Prize;

1.20 Stamp Duty Land Tax: the standard rate of UK stamp duty land tax payable in connection with the transfer of the Property to the Winner (SDLT);

1.21 Stamp Duty contribution: a contribution to the SDLT of up to £230,000

1.22 Substitute Cash Prize: a cash prize equal to 60% of the total Entry Fees

1.23 Website: WWW.WINMYDREAMHOME.COM

1.24 Winner: The Eligible Entry chosen at random, by computer, after the Closing Date who will receive the Prize in accordance with these Terms and Conditions.

2. Eligibility

2.1 Subject to the restrictions set out in the remainder of this clause 2, the Competition is open to everyone in the UK aged 18 years or over.

2.2 The following are not eligible to enter the Prize Draw:

- i) any employees, officers or shareholders of the Promoter;
- ii) any members of the immediate family or households of anyone included at 2.2(i);

iv) any other person connected with the creation or administration of the Competition.

2.3 In entering the Competition, you confirm that you are eligible to do so and eligible to claim the Prize.

2.4 The Promoter shall not be held liable if you are later found to be ineligible to enter the Competition or if you are found to have entered the Competition in breach of any applicable law (in your country of residence or otherwise).

2.5 The Promoter reserves the right to request proof of your eligibility at any point during or after the Competition and may, at its sole discretion, cancel your Entry if it discovers you are ineligible to enter or if it has reasonable grounds to suspect that you have acted in breach of (or have otherwise not complied) with these Terms and Conditions.

3. Entering the Competition

3.1 To have a chance to win either of the Prizes, you must visit the section of the Website marked 'PLAY NOW', and complete the following steps:

- i) Provide and answer to the questions;
- ii) Fill in your details where indicated;
- iii) Click where indicated to confirm you accept these Terms and Conditions;
- iv) Select how many Entries you would like to purchase;
- v) Click to 'proceed to payment' and transfer your Entry Fee

3.2 By entering the Competition, you acknowledge that you accept the terms of our Privacy Policy.

(See clause 1.15)

3.3 You acknowledge that paying to enter the Competition and answering the Question correctly, does not guarantee you will win the Prize. The Winner will be decided pursuant to clause 5.1.

3.4 If you are found to be sharing the answer with other Entrants, requesting the Correct Answer from other Entrants, or putting the Promoter under duress to provide the answer, your Entry shall be disqualified.

3.5 The Promoter will not accept Entries that are:

- i) automatically generated by computer;
- ii) completed by third parties;
- iii) illegible, have been altered, reconstructed, forged or tampered with; or
- iv) incomplete

3.6 Your Entry will be complete upon the transfer in cleared funds of the Entry Fee.

3.7 You are permitted to enter the Competition multiple times subject to paying an Entry Fee for each Entry.

3.8 Entries are subject to a limit of 100 Entries per person.

3.9 The Promoter will not accept any responsibility whatsoever for Entries that are prevented or delayed for any reason including (without limitation) failures in computer systems, other malfunctions, high Internet traffic, hardware failure, software failure, server faults or other technical reasons.

4. Duration

4.1 The Competition shall open for Entries on the Commencement Date and, subject to clause 4.2, shall run until the earlier of:

- (i) the Closing Date as defined in clause 1.6; or
- (ii) the Date the Maximum Sale Tickets is reached.

4.2 The Competition shall automatically end on the earlier of the Closing Date or the date the Maximum Sale Ticket is reached and no further Entries will be accepted via the Website (or otherwise) after that point.

4.3 The promoter reserves the right at its sole discretion to change the question at any time during the Competition for any reason whatsoever. For the avoidance of doubt, any correct Entries already made shall be unaffected by the change.

4.4 In the event that the Closing Date is changed (in accordance with clause 4.1(ii)), the Promoter shall announce the updated Closing Date via a written notification published on the Website. You agree that such an announcement shall be deemed effective notice to you.

5. Claiming the Prize

5.1 The Winner will be randomly selected from all Eligible Entries by computer programme in the presence of a legal adviser.

5.2 The Winner shall be confirmed and notified directly by the Promoter by the Announcement Date (using the contact details provided on Entry).

5.3 The Promoter's decision in respect of the Winner shall be final and the Promoter will not enter into any correspondence in respect of such decision.

5.4 The Winner shall be required to send to the Promoter a certified copy of his or her passport or driving licence and any other documentation that the Promoter may reasonably request to verify the Winner's identity.

5.5 The Prize may not be claimed by a third party on the Winner's behalf.

5.6 The Promoter will make all reasonable efforts to contact the Winner.

- 5.7 If the Winner cannot be contacted within 3 months of the closing date, is not available or does not promptly provide the requested documentation in accordance with clause 5.4, the Promoter reserves the right to choose another Winner in accordance with clause 5.1 and the process set out in this clause 5 shall be repeated.
- 5.8 The Promoter accepts no responsibility if it is unable to contact the Winner because the Winner has provided incorrect contact details or because the Winner is not contactable.
- 5.9 If the Winner indicates in writing that they do not intend to accept the Prize for any reason, the Promoter may, at its absolute discretion, select another entrant as the Winner in accordance with clause 5.1 and, if such a selection is made, the process set out in this clause 5 shall be repeated.
- 5.10 The Property is non-negotiable or transferable to a third party.
- 5.11 The Promoter does not accept any responsibility if the Winner is not able to take up the Prize.
- 5.12 Full details of the Property are set out on the Website.
- 5.13 The Property will be 'sold as seen' by the Promoter to the Winner and the transfer shall be subject to normal English law principles which apply in respect of the sale and purchase of residential property and be subject to the standard conditions of sale (5th Edition).
- 5.14 The Property shall be transferred in excellent decorative order throughout. Save as expressly set out on the Website, furniture and other contents shall not be included in the transfer of the Property. Any fixtures and fittings that are included in the transfer of the Property shall be 'sold as seen'.
- 5.15 Other than the Legal Fees, the Promoter shall not be liable for any fees, expenses, tax liabilities (including but not limited to surveyors fees, additional legal fees, tax adviser's fees and removal company fees). The Winner must seek his/her own professional advice in respect of the transfer of the Property.
- 5.16 The promoter shall provide the Stamp Duty Contribution. In the event that the SDLT is greater than this amount, the Winner shall be liable to pay the balance. See clause 1.21
- 5.17 The Winner shall not be entitled to select the Substitute Cash Prize as an alternative to the Property, other than at the sole discretion of the Promoter and, save where the Substitute Cash Prize is offered by the Promoter, there shall be no cash alternative for the Property.
- 5.18 You acknowledge and accept that, in the event that you win the Prize Draw, there will be a delay between the date on which you are notified that you are the Winner and the date on which the Prize will be available to you. This will be dependent on the period of time it takes to verify your identity (in accordance with clause 5.4) and complete the conveyancing process.

5.19 In the event that you win the Property and then fail to instruct solicitors within 30 days of the Announcement Date, the Promoter reserves the right to select another Winner in accordance with clause 5.1. The Promoter shall have no liability to you whatsoever in the event that you are unable to instruct solicitors or for any other reason are unable to take ownership of the Property.

5.20 In the event that you win the Property and the transfer is not completed within 9 months of the Announcement Date (through no fault of the Promoter), the Promoter reserves the right to terminate the transfer process without any liability whatsoever to the Winner and substitute the Property for the Substitute Cash Prize at his discretion.

6. Disclaimer and Limitation of Liability

6.1 Other than any statements, representations, assurances or warranties expressly set out in these Terms and Conditions and on the Website, you cannot rely on, and shall have no remedies for any statement, representation, assurance or warranty (whether made innocently or negligently) made by or on behalf of the Promoter in respect of the Property.

6.2 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.

6.3 The Promoter accepts no liability for errors or omissions in the Property details, description or specification or any other part of the Website. It is the responsibility of each Entrant to satisfy him/herself as to the accuracy of any such details and/or any content of the Website.

6.4 The Promoter shall have no liability whatsoever in respect of any other costs or expenses incurred by the Winner, whether in respect of the transfer of the Property or in relation to the Substitute Cash Prize.

6.5 The Promoter does not guarantee the value of the Property, its structural or cosmetic condition or future saleability.

6.6 The Winner acknowledges that the Promoter does not offer any warranty as to the cost of future repairs or outgoings incurred by owning the property.

6.7 Except where you have been selected as the Winner (and, then, provided you have not been unable to take up the Prize or the Substitute Cash Prize in accordance with these Terms and Conditions) the Promoter's total liability to you shall not exceed the Entry Fee.

6.8 The Promoter will not in any circumstances be responsible or liable for any loss, damage, personal injury or death occurring as a result of taking up the Prize except where it is caused directly by the negligence of the Promoter or its employees or agents. Your statutory rights are not affected.

6.9 The Promoter reserves the right to amend the Terms & Conditions at any time, for any reason. The Promoter will draw Entrants' attention to changes within these Terms, in a timely fashion, by publicising changes on the Website.

6.10 The Promoter reserves its right to hold void, suspend, cancel, or amend the Competition if it becomes necessary to do so due to circumstances outside its control. In such instances, the Promoter shall use its best endeavours to return the Entry Fees to each Entrant, where possible corresponding to the way in which the Entrant paid and in one combined payment where several Entries were made by any Entrant.

7. Data Protection and Publicity

7.1 In the event that you are the Winner, you agree that the Promoter may use your name and town or county and country of residence in order to be able to publicly announce the Winner and you agree to comply with the Promoter's reasonable requests in relation to any other reasonable and related promotional purposes.

7.2 Other than as set out in this clause 7, the Promoter will not transfer or share your personal details with any third party.

8. Ownership of Entries and Intellectual Property Rights

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

9. General

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.