



CRAB MANOR HOTEL
CRAB & LOBSTER RESTAURANT

Crab Manor Hotel

Passport Sales Promotion and Prize Draw Terms and Conditions

Part 1 of these terms and conditions relate to the Crab Manor Hotel Passport (the "**Passport**") sales promotion through which guests may receive certain gifts as set out on the Passport itself, subject to presenting a Passport to us, with the requisite number of stamps.

Part 2 of these terms and conditions applies only to the regular prize draws (the "**Prize Draws**" and each a "**Prize Draw**") element of the Passport sales promotion.

Part 3 of these terms and conditions applies to both Prize Draws and the Passport sales promotion.

Residents of Northern Ireland are excluded from both the sales promotion referred to in Part 1 and the Prize Draws referred to in Part 2.

If there is any inconsistency between these terms and conditions and any promotional information, these terms and conditions will prevail to the extent of such inconsistency.

PART 1

1. Passport Sales Promotion

- 1.1 Part 1 of these terms and conditions relate to the Passport sales promotion brought to you by Kymel Trading Limited whose registered office is at 7 Witney Way Boldon Business Park, Boldon, Tyne & Wear NE35 9PE (referred to hereafter as "we", "us", "our"). By accepting a Passport and entering into the sales promotion you hereby agree to the following terms and conditions:
- 1.2 Notwithstanding anything else in these terms and conditions, this Passport sales promotion may be withdrawn at any time at our discretion.
- 1.3 Passports are issued at our discretion and will be issued to the individual named in the Passport. A Passport cannot be transferred or used by any person other than the individual named in the Passport.
- 1.4 Upon being issued with a Passport, that Passport and these terms and conditions will supersede any other passport sales promotion in their entirety. We may, in our absolute discretion, agree to transfer a number of stamps relating to a superseded passport sales promotion to your new Passport.
- 1.5 You must present your Passport at reception at the time scheduled for check-out in order to receive your stamp. You cannot present a Passport to be stamped on behalf of another person. We will not stamp a Passport in respect of a previous stay.
- 1.6 We will only issue one stamp per stay at the Crab Manor Hotel regardless of the number of rooms booked by you during that stay or number of people staying in the rooms you booked. A "stay" for the purposes of these terms and conditions means the period between checking in and checking out at the Crab Manor Hotel.
- 1.7 You will be entitled to receive a gift when you obtain the required number of stamps as detailed on your Passport (each a "**Gift**" and together the "**Gifts**"). Full details of the Gifts can be obtained and accessed at www.crabandlobster.co.uk.
- 1.8 All Gifts are subject to availability and we will use our reasonable endeavours to make them available to you at a time and date convenient for you.
- 1.9 The Passport promotion is not valid in conjunction with any other offer and no cash alternative is available. The stamps and the Passport shall not be available to re-sale.
- 1.10 Subject to clause 1.2, your Passport, and any stamps you have received on it, shall have no expiry date.
- 1.11 We reserve the right to refuse to stamp and to void your Passport where we have reason to believe, acting reasonably, that you have been or are abusing the sales promotion or you have been or are acting in bad faith.
- 1.12 Where you have booked rooms at the Crab Manor Hotel in connection with an event at the Crab Manor Hotel and/or the Crab Manor Restaurant (for example in connection with a wedding) we reserve the right to refuse to stamp your Passport.
- 1.13 The safekeeping of your Passport is solely your responsibility. In the event that a Passport is lost or stolen, we will not provide a replacement Passport.
- 1.14 We retain the right to substitute a Gift with another gift of similar value in the event the Gift offered is not available.
- 1.15 A Passport will only be stamped in accordance with, and in the circumstances set out, the terms and conditions contained in this Part 1.

PART 2

2. Prize Draw

- 2.1 This Part 2 of these terms and conditions relate to the Prize Draws which are brought to you by us. By entering into a Prize Draw, you indicate your acceptance of the following terms:
- 2.2 You must be aged 18 or older to enter a Prize Draw and be a resident in the England, Scotland or Wales.
- 2.3 Employees or agencies of Kymel, its group companies or their family members, or anyone else connected with a Prize Draw are not eligible to enter any Prize Draw.
- 2.4 Upon collecting the final stamp required in your Passport you will be eligible to enter the Prize Draw in the manner set out in clause 1.5, the person named in that Passport will be entered into the next Prize Draw (a "Participant"). At this stage your passport will be retained by the hotel for safe keeping until the date of the Prize Draw and a letter of acknowledgement will be sent to the passport holder.
- 2.5 Only one entry into each Prize Draw is permitted per Participant. Entries on behalf of another person or a body corporate will not be accepted and joint submissions are not allowed.
- 2.6 We reserve the right to refuse entry to any or all Prize Draws if we have reason to believe that your Passport or the stamps contained therein were not issued by us in accordance with the terms and conditions set out in Part 1 above.
- 2.7 The closing date for each Prize Draw will be determined by us in our absolute discretion and, in any event, there shall be no more than a period of 36 (thirty six) calendar months between Prize Draws.
- 2.8 Once we have decided on a closing date for a Prize Draw, this date will be made available on the Crab and Lobster website at www.crabandlobster.co.uk no less than 3 (three) calendar months prior to entry to the closing date for a Prize Draw.
- 2.9 Following entry into a Prize Draw each Participant will be notified of the date, time and venue at which that Prize Draw will be held and winner announced. All Participants shall be invited to attend a free dinner (excluding transport, accommodation or any other ancillary costs) at which the winner of that Prize Draw will be announced.
- 2.10 The winner of each Prize Draw will be chosen from a random draw of entries by a supervised person independent of us.
- 2.11 There shall be one prize awarded to a Participant in each Prize Draw (the "Prize").
- 2.12 The Prize shall be a break for two people to one of the destinations on which the rooms at the Crab Manor Hotel are themed. The break shall be for a minimum of 2 nights, up to a maximum of 7 nights in a standard room (bed and breakfast) dependant on the destination in question and shall include all transfers.
- 2.13 The dates on which the break can be taken and the length of the break shall be determined by us in our sole discretion.
- 2.14 The destination for the break shall be one of the destinations on which the rooms at the Crab Manor Hotel are themed, and shall be determined by a further draw, immediately following the Prize Draw. Such draw will also be supervised by an independent judge.
- 2.15 The total value of the Prize is capped at £3,000 (three thousand pounds) and travel insurance is not included.
- 2.16 The winner of each Prize is advised to check and is responsible for any tax implications which may arise as a result accepting a Prize.
- 2.17 We retain the right to substitute a Prize with another prize of similar value in the event the Prize offered is not available.
- 2.18 All Prizes are non-exchangeable, non-transferable, and are not redeemable for any other prizes. We may substitute a Prize for a cash alternative as we see fit.
- 2.19 The winner of a Prize will be notified either in person (if attending the Prize Draw in person) or by phone, post or email within 7 (seven) days of the relevant Prize Draw being held. The winner will be given details of how to claim their Prize. If a winner does not respond to us within 28 days of being notified by us, then the winner's Prize will be forfeited and we shall be entitled to select another winner (and that winner will have to respond to the phone call or email from us within 28 days or else they will also forfeit their Prize).
- 2.20 By submitting an entry into a Prize Draw, you agree to co-operate with us for publicity purposes free of charge, which may include the publication (including on the internet) of your name and photograph in the announcement of the result.
- 2.21 If you enter a Prize Draw you agree that we may use your personal details to administer and run the Prize Draw, and to send you emails or written marketing materials from us regarding any offers or developments which we think may be of interest to you. We reserve the right to change these rules at any time and our decision on all matters relating to a Prize Draw is final.

Part 3

3. General

- 3.1 Nothing in these terms and conditions shall exclude our liability for death, personal injury, fraud or fraudulent misrepresentation as a result of our negligence.
- 3.2 We accept no responsibility for any damage, loss, liabilities, injury or disappointment incurred or suffered by you as a result of entering a Prize Draw or accepting a prize, save where such damage, loss, liability, injury or disappointment arises from our breach of these terms and conditions or negligence.
- 3.3 We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Passport sales promotion or Prize Draw with or without prior notice due to reasons outside our control (including, without limitation, in the case of anticipated, suspected or actual fraud). Our decision in all matters under our control is final and binding and no correspondence will be entered into.
- 3.4 We shall not be liable for any failure to comply with our obligations where the failure is caused by something outside our reasonable control. Such circumstances shall include, but not be limited to, weather conditions, fire, flood, hurricane, strike, industrial dispute, war, hostilities, political unrest, riots, civil commotion, inevitable accidents, supervening legislation or any other circumstances amounting to force majeure.
- 3.5 These terms and conditions are governed by English law and by entering into a Prize Draw and participating in the Passport sales promotion you submit to the exclusive jurisdiction of the courts of England.