



## **Terms & Conditions – Sky Up Next 2023 Competition (the “Promotion”)**

### **Eligibility**

1. This promotion is open to residents of UK, Isle of Man and Channel Island, aged 18 years or over. Proof of age may be required.
2. Employees (or family members of employees) of tpf – The Promotions Factory and any Sky UK Limited (“**Sky**”), companies associated with the promotion and all affiliates of such companies may not enter the promotion.

### **Entry Period**

3. This Promotion opens at 09:00 on February 20<sup>th</sup> 2023 and all entries must be received by 17:00 on March 27<sup>th</sup> 2023 (the “**Promotional Period**”).

### **Entry Requirements**

4. No purchase necessary. To qualify for this Promotion, you need to participate in the Sky Media Up Next 2023 competition online at <https://www.skymedia.co.uk/up-next-content-showcase/> during the Promotional Period by following all the on screen instructions.
5. A maximum of 1 entry per person over the Promotional Period.

### **Winner Selection and notification**

6. One winner will be selected at random on the basis that the participant has completed the online form completing all relevant fields including: First name, last name, email address, company name and how the participant heard about the competition from the selection of LinkedIn, Sky Media Newsletter, Sky Media sales rep or other. All valid entrants will be required to confirm they agree with the terms and conditions outlined and will have the opportunity to opt in to receive the Sky Media newsletter.
7. The reveal of the winner will take place around 12:00 on 23<sup>rd</sup> March 2023 from all eligible participants that have completed an online entry form. The winners will be announced on Sky Media UK’s LinkedIn page and Sky Media will contact the winner directly via the email supplied in the online form.
8. If the winners cannot be contacted within a reasonable time period (28 days) or are not able or available to accept the prize for any reason which is beyond the Promoter’s reasonable control, then the Promoter reserves the right to award the prize to another entrant.

### **Prizes**

9. The winner will receive the following prize:
  - 2 x Sky Stream pucks with a Sky Ultimate TV subscription (consisting of Sky Entertainment and Netflix basic) Sky Sports & Sky Cinema subscriptions, Ultra HD and Dolby Atmos pack and a Whole Home subscription included at no cost for 12 months.
10. The following terms shall apply to the Prize (the “Prize Conditions”):



- a. All services on Sky Stream are streamed via broadband, a minimum download speed of 35Mbps is required to use the Prize in full.
  - b. Only one Sky TV subscription can be provided at an address. If the winner is an existing Sky TV customer and has Sky Q or Sky+, they will need to take a new TV subscription for Sky Stream. We will bill the winner for their existing Sky TV subscription until the new Sky Stream TV subscription is activated. Sky Q customers will need to send back their Sky Q boxes within 60 days of receiving your Sky Stream puck otherwise they may be charged a non returns charge. Third party subscriptions not paid for via Sky but viewed on Sky Q or Sky + will not be automatically viewable on your Sky Stream puck – you will have to log back in. Recordings on Sky Q or Sky+ will not automatically transfer. If winners have Disney+ or Spotify via Sky, these will not automatically transfer to Sky Stream and winners will need to sign up directly to each via Apps Marketplace on Sky Stream.
  - c. For 12 months, the winner will get their Sky TV subscription(s), via their Sky Stream Puck for no charge. Sky Ultimate TV is provided on a monthly rolling contract and can be cancelled at anytime on 31 days notice. Ending your Sky Ultimate TV subscription will end your offer period. After your 12 month offer period, all Sky TV subscriptions will become chargeable at their then standard price, unless you change or cancel your package, giving Sky at least 31 days' notice. Standard subscription prices may change. Please refer to [www.sky.com](http://www.sky.com) for current pricing.
  - d. You must be over 18 and resident in the United Kingdom, Channel Islands or Isle of Man to win this Prize.
  - e. The Prize does not include:
  - f. A broadband subscription. All content via your Sky Stream pucks is streamed so you must have broadband download speeds of at least 35 Mbps to use all the elements of this Prize;
  - g. Sky Box Office, Sky Store purchases/rentals, Stand-alone Premium Channels, or pay-per-view services and events all of which if offered via Sky Stream will be chargeable at the current standard price
  - h. Sky Stream puck and the Whole Home subscription will allow you to watch Sky TV on another TV with a compatible HDMI port.
  - i. Prices, programmes/channels are subject to change.
  - j. If you do not activate within 14 days of receiving your Sky Stream pucks, we will automatically activate it for you and your Sky TV subscriptions will start from activation.
  - k. Winners must redeem the prize within a year. If a winner does not redeem his/her Prize within 12 months from the date of winning, this could result in loss of the Prize. If the winner has a previous uncleared debt with Sky the winner will not be able to take up the Prize until this debt has been fully cleared.
  - l. There is no cash alternative to the Prize or any element thereof and unless agreed otherwise in writing the Prize is non-refundable and non-transferable.
  - m. Sky reserves the right to refuse or withdraw the Prize if a winner or a party authorised by the winner to act on their behalf, threatens or abuses a Staff employee or otherwise conducts themselves in a manner that Sky reasonably regards as inappropriate, offensive or unlawful.
  - n. Prize winner will own the Sky Stream Puck. Separate Terms and Conditions apply to Sky TV subscriptions.
  - o. The winner will need to set up a Sky account either online at [sky.com](http://sky.com) or via the MySky app in order to manage their account. Email address required for account login and for Sky to keep in touch about the service.
  - p. Ultra HD and Dolby Atmos pack required to watch Sky content in UHD/HDR and Dolby Atmos. Not all content available in UHD and/or HDR. Content must be optimised to watch in Dolby Atmos.
  - q. Netflix basic is included as part of the Sky Ultimate TV subscription and allows viewing in one screen in SD. Netflix terms of use apply.
11. The prize does not include any other service or item not specifically described above.



## **Data Protection**

12. Any entrant data collected will be used for the purpose of administering the promotion and contacting the winners to notify them of the prize and, if you are the winner, we may pass them on to third parties to deliver the prize.
13. If you are a winner of the Promotion, you agree that the Promoter may use your first name, surname and company for post-event publicity purposes without additional remuneration. You can object to this publication or ask for less information to be published or made available by contacting us through the "Contact us" link on the Sky website. If you object, this will not affect your entry into the competition, but we may still be required to provide information to the Advertising Standards Authority. You can view our Privacy Notice on Sky.com.

## **General**

14. There is no cash alternative to the prize and unless agreed otherwise in writing the prize is non-refundable and non-transferable.
15. The Promoter reserves the right to substitute the prize for a prize of equivalent or greater monetary value if this is necessary for reasons beyond its control.
16. Except in the case of death or personal injury arising from its negligence or in respect of fraud and so far as is permitted by law, the Promoter and its associated companies and agents exclude responsibility and all liabilities arising from the enjoyment of the prize; and/or any postponement, cancellation, delay or changes to the prize beyond the Promoter's control; and for any act or default of any third party supplier.
17. The terms and conditions of any other third-party supplier associated with the Promotion will also apply to the prize where applicable (for example, the provider of an event or experience). If there is a conflict between third party terms and conditions and these terms and conditions, these shall take precedence.
18. The Promoter will not be liable for any prize that do not reach the winners for reasons beyond the Promoter's reasonable control.
19. The Promoter's decision is final and binding in all respects on all entrants. No correspondence will be entered into. Entries that do not comply in full with these entry terms and conditions will be disqualified.
20. The Promoter may refuse or disqualify any entry (including winning entries) if there are reasonable grounds to believe there has been a breach of these terms and conditions or if the entrant concerned or anyone authorised by the entrant to deal with their entry, acts in a way towards the Promoter, other entrants or Sky staff which the Promoter reasonably considers to be inappropriate, unlawful or offensive. If the winning entry is disqualified the Promoter reserves the right to award the prize to another entrant.
21. Entrants will be deemed to have accepted these terms and conditions and agreed to be bound by them when entering this Promotion.
22. This Promotion, and any dispute or claim arising out of or in connection with it, shall be governed by and construed in accordance with English law. You irrevocably agree that the courts of England and



Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this promotion.

**Promoter:** Sky UK Limited, Grant Way, Isleworth, Middlesex TW7 5QD.