

# Fortnite - capture the store Terms and Conditions

## Summary Terms & Conditions:

UK, 18+ only. 09:00 10/08/23 – 16:00 17/08/23. Visit [ee.co.uk/capturethestore](https://ee.co.uk/capturethestore) and complete the online form with your details to enter the Prize Draw and to receive the Gift. No purchase necessary. **Phase 1: Main Prize:** 20 x 1 x time slot on the 19 or 20 August 2023 to play Fortnite against one of four streamers. **Phase 2:** The split of the Phase 2 Prizes depends wholly on the outcome of the Main Prize. **Winner Prize:** 1 x PlayStation 5 and 1 x Asus ROG Delta S Headset. **Non-Winner Prize:** 1 x 1 x Asus ROG Delta S Headset. **Gift:** All valid entrants will each receive 1 x £5 voucher to be used in the EE Game Store. Internet access and Fortnite account required. Max 1 entry per person. Max 1 Gift per person. Max 1 Phase 1 Main Prize per person. Max 1 Phase 2 Prize per person. **Phase 1 Main Prize Winners must respond by 15:00 on the 18/08/23.** Visit [www.promoterms.com/eecapturethestore](https://www.promoterms.com/eecapturethestore) for full T&Cs & Prize details. **Promoter:** EE Limited, 1 Braham Street, London E1 8EE.

## Full Terms & Conditions

1. This Promotion is open to residents of the United Kingdom aged 18 or over, excluding employees of the Promoter, its agents and anyone professionally associated with this Promotion.
2. No purchase necessary; however, internet access and a valid Fortnite account are required.
3. **Promotion Period:** Enter between 09:00 BST on the 10 August 2023 and 16:00 BST on the 17 August 2023 inclusive.
4. **To Enter:** Visit [ee.co.uk/capturethestore](https://ee.co.uk/capturethestore) and complete the online form with your details (full name, Fortnite username/handle, age, postcode and email address) to be entered into the Prize Draw and to receive the Gift.
5. Maximum of 1 entry is permitted per person during the Promotion Period. Maximum 1 Gift per person. No person may win more than 1 Phase 1 Main Prize. No person may win more than 1 Phase 2 Prize.
6. **Winner Selection:**
  - a. **Phase 1:**
    - i. **Main Prize:** 20 provisional winners will be randomly selected from all valid entries received during the Promotion Period. For your total confidence, the Prize draw will be conducted by

PromoVeritas, the independent promotional verification service, on the 17 August 2023.

**b. Phase 2:**

- i. Winner Prize:** The Main Prize Winners who win their Fortnite game against the streamer will receive the Winner Prize.
- ii. Non-Winner Prize:** The Main Prize Winners who lose their Fortnite game against the streamer will receive the Non-Winner Prize.
- iii.** Following the end of Phase 1 Main Prize, if there are no Phase 2 Winner Prize Winners (i.e. if no one wins their Fortnite game against the streamer), the Promoter reserves the right to request that PromoVeritas conducts a random draw for all Phase 1 Main Prize winners for the chance to win 1 of 5 x PlayStation 5s. As this depends wholly on the outcome of Phase 1 Main Prize, the number of Prizes that may be awarded via this route is unknown.

**7. The Prizes:**

**a. Phase 1:**

- i. Main Prize:** There will be a total of 20 winners. Each Phase 1 Main Prize winner will receive 1 x time slot on the 19 or 20 August 2023 to play Fortnite against one of four streamers.

**b. Phase 2:**

- i.** The split of the below Prizes depends wholly on the outcome of the Main Prize, as such the split of the Prizes that will be awarded by this route is unknown. There will be a total of 20 Prizes.
- ii. Winner Prize:** Each winner will win 1 x PlayStation 5 and 1 x Asus ROG Delta S Headset.
- iii. Non-Winner Prize:** Each winner will win 1 x Asus ROG Delta S Headset.

**8. Gift:** All valid entrants will each receive 1 x £5 voucher to be used on the EE Store ([store.ee.co.uk](https://store.ee.co.uk)) when you spend £39.99 (excluding delivery).

**9. Further Prize Details and Conditions:**

**a. Phase 1:**

**i. Main Prize:**

1. The winner will play against the streamer on the 19 or 20 August 2023. The winners will need to be available at any time, for any period of time as requested by the Promoter.
2. The winner's Epic Games Display name will be displayed when playing Fortnite against the streamer.
3. The Promoter will make all reasonable efforts to provide the winner with all details at the earliest possible opportunity.
4. It is the responsibility of the participant to provide their correct, up-to-date details when entering the Promotion

and/or confirming acceptance of the prize in order for their prize to be processed. The Promoter cannot be held responsible for winners failing to supply accurate information which affects prize acceptance or delivery of their prize.

5. Streaming Restrictions:

- a. You must not condone or encourage violent or anti-social behaviour and not cause offence on the grounds of religion, gender, sexual orientation, nudity, disability or age when playing against the streamer;
- b. You must not show/state any content that infringes or violates the rights of any third party, including but not limited to, ownership, copyrights, trademarks, patents, logos, licensing rights, rights of publicity or privacy or any other intellectual property rights, excluding that of the Promoter;
- c. You must not show/state any content that contains defamatory, malicious, indecent or other inappropriate content including sexist or racist language or imagery;
- d. You must not disparage the Promoter or any other person or party affiliated with the promotion;
- e. You must not show/state any identifiable feature of any person, or any product, trademark, or copyrighted property of any other person or business entity nor include the names, likenesses, photographs, or similar of any individual;
- f. You must not show/state any material that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous or libelous;
- g. You must not show/state any material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age;
- h. You must not show/state any material that is unlawful, in violation of or contrary to the laws or regulations in any state or province where you reside.

6. In the event that a Winner violates any of the above Streaming Restrictions, the Promoter may (at their sole discretion) end the Prize early.

7. If for any reason the event is not capable of running as planned, such as cancellation or any other cause

beyond the control of the Promoter which affects the running or conduct of this promotion, the Promoter may in its sole discretion cancel the prize and not re-award any additional slots to the winner or reimburse any incurred expenses by the winner as a result of winning or accepting the prize.

8. The winner will not be entitled to any compensation and will have no claim against the organisers if the slot or any other event forming part of the prize is delayed, postponed, rescheduled or cancelled.

#### 10. Further Gift Details and Conditions:

- a. The Gift is only valid for orders over £39.99 (excluding delivery) made on the EE Store before 30 September, 2023.
- b. Only one voucher code per order is allowed on the EE Store.
- c. The voucher can only be used online at store.ee.co.uk and cannot be used in any EE high street store.
- d. The voucher will work on products in the 'Gaming & Gadgets' area of the website.
- e. The voucher can only be used on 'new' items, they will not work on 'Used Stock' items.
- f. Employees are not entitled to use the code in conjunction with existing employee discount.
- g. This voucher will not work on any product bundles with savings.

#### 11. Winner Notification:

- a. **Phase 1:**
  - i. **Main Prize:** Provisional winners will be contacted via the email address provided on entry by 23:59 BST on the 17 August 2023 and will be asked to provide evidence of identity and eligibility. Reasonable efforts will be made to contact the provisional winners. Once eligibility has been confirmed, the provisional winner will be confirmed as a winner. If a provisional winner does not respond to the initial contact by 15:00 BST on the 18 August 2023, we reserve the right to disqualify that entrant and award the Prize to a reserve selected in the same manner.
- b. **Phase 2:** The Winners will be notified instantly as to what Prize they have won.

#### 12. Prize Acceptance:

- a. **Phase 1:**
  - i. **Main Prize:** Notification to arrange fulfilment of the Prizes will take place within 24 hours of acceptance of the Prize. In the unlikely event that a winner has not received communication to arrange their Prize the winner must inform the Promoter by emailing

eecapturethestore@promowinners.com. If a winner does not do so, the Promoter reserves the right to not reissue the Prize or limit its value at its sole discretion.

- b. Phase 2:** Notification to arrange fulfilment of the Prizes will take place within 28 days of acceptance of the Prize. In the unlikely event that a winner has not received communication to arrange their Prize the winner must inform the Promoter by emailing [eecapturethestore@promowinners.com](mailto:eecapturethestore@promowinners.com). If a winner does not do so, the Promoter reserves the right to not reissue the Prize or limit its value at its sole discretion.

13. **Gift Acceptance:** Gifts will be fulfilled to valid entrants within 28 days of the end of the Promotion Period. In the unlikely event that a valid entrant has not received their Gift, they must inform the Promoter by emailing [eecapturethestore@promowinners.com](mailto:eecapturethestore@promowinners.com). If a valid entrant does not do so, the Promoter reserves the right to not reissue the Gift or limit its value at its sole discretion.

14. **Moderation:** The Promoter reserves the right to reject entries which, in the reasonable opinion of the Promoter:

- a. are in breach of the Terms & Conditions;
- b. contain any content that is offensive, harmful, objectionable or which is otherwise unsuitable for publication including with respect to race, religion, origin or gender, or which could reflect negatively upon the name, reputation or goodwill of the Promoter or any brand partner;
- c. contains or refers to any unauthorised third-party brand or reference any third-party names, logos and/or trademarks;
- d. promotes any political agenda.

15. Provided no objection is received from the Tier 1 and Tier 2 winners, a winners list containing the surname and county of residence of the Tier 1 and Tier 2 winners will be made available by the Promoter 4 weeks after the close of the Promotion Period, for a period of 8 weeks. It will be available at [www.promowinners.com/eecapturethestore](http://www.promowinners.com/eecapturethestore). Winners can object to their details being published during the Winner Notification process. Without prejudice, the Promoter will provide winner information to the Advertising Standards Authority when requested by them.

16. The Promoter may request that the winners participate in publicity arising from the Promotion. Participation is at the winner's discretion and is not a condition of Prize Acceptance.

17. The Promoter seeks to run a fair and secure promotion and prevent abuse and cheating. If you enter in a way that is not consistent with these Terms & Conditions, your entry (and any of your associated aliases) will be disqualified. Any Prize

awarded may be void and recoverable, and the Promoter reserves the right to bar you from entering future promotions for a period of at least six months. For this reason, the Promoter reserves the right at any point to:

- a. Verify the eligibility of entrants and/or provisional winners through multiple means by requesting such information it consider reasonably necessary for this purpose. Entry or a Prize may be withheld until verification is completed.
  - b. Disqualify entries that are not made directly by the individual entering the Promotion.
  - c. Disqualify entries made using anonymous email services such as, but not limited to, GuerillaMail, Dispostable or Mailinator.
  - d. Disqualify bulk entries from individuals, trade, consumer groups or third parties, incomplete entries and entries submitted by macros or other automated means.
  - e. Disqualify entries beyond the maximum allowed, or those using techniques such as 'script', 'brute force', multiple SIM cards for text entries, masking identity by manipulating IP addresses, using aliases or identities other than their own or any other means.
  - f. Disqualify entrants who tamper with the entry process.
  - g. Disqualify entries which, in some other way, do not meet the requirements of these Terms & Conditions.
  - h. Cancel, modify or suspend the Promotion should it not be capable of running as planned for reasons including but not limited to tampering, unauthorised intervention, fraud, dishonesty, technical failures, or any other causes beyond the control of the Promoter which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion.
18. The Prizes are not transferable or exchangeable and cannot be redeemed for monetary value or for any other form of compensation. If for any reason a Prize and/or any element of a Prize is not available, the Promoter reserves the right, at its sole discretion to substitute that Prize or element of the Prize for another of equal or greater value.
19. No responsibility can be taken for entries which are lost, delayed, corrupted, damaged, misdirected or incomplete or which cannot be delivered for any

technical, delivery or other reason. Proof of sending will not be accepted as proof of receipt.

20. The Promoter and its associated agencies and companies are not liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense or damage which is suffered or sustained (whether or not arising from any person's negligence) in connection with this Promotion (JS13864) or accepting or using the/a Prize(s), except for any liability which cannot be excluded by law. Nothing will exclude the Promoter's liability for death or personal injury as a result of its negligence.
21. The Promoter will not be liable for any delay or failure to comply with its obligations for reasons beyond its reasonable control arising from but not limited to Acts of God, global or regional epidemic or pandemic, adverse weather conditions, fire, industrial dispute, war, terrorist activity, hostilities, political unrest, riots, civil commotion, plague or other natural calamities, or any other circumstances.
22. All personal data supplied for this Promotion will be used for the purpose of this Promotion by the Promoter and/or by any agent appointed by it to assist with running the Promotion and will not be disclosed to an unconnected third party unless your positive consent has been obtained. Your personal data will be handled in accordance with the Promoter's privacy policy, available at: [ee.co.uk/eeprivacycentre/ee-privacy-policy](http://ee.co.uk/eeprivacycentre/ee-privacy-policy). If you're an existing customer of the Promoter, the Promoter will use your personal data to identify, and let you know about, products and services that interest you in accordance with the Promoter's privacy policy and subject always to your marketing permissions.
23. If any part/s of these Terms & Conditions are legally ruled to be invalid, illegal or unenforceable, the remainder will not be affected and will continue in full force and effect.
24. By entering, you will be deemed to have agreed to be bound by these Terms & Conditions.
25. If there is a discrepancy between these Terms & Conditions and those in any promotional material, these Terms & Conditions will prevail.
26. These Terms & Conditions are governed by English law and their interpretation and application will be subject to the exclusive jurisdiction of the courts of England and Wales. Residents of Scotland and Northern Ireland may bring proceedings in their own jurisdiction.

**Promoter:** EE Limited, 1 Braham Street, London E1 8EE.