



## Skills for English: SELT 'Share your Story' ("Prize Draw")

### Terms & Conditions

This Prize Draw is not sponsored, endorsed or administered by any third party, including without limitation any social media platforms such as Instagram or Facebook, nor are such third parties associated with this Prize Draw in any way.

**1. Administrator:** The Skills for English: SELT 'Share your Story' Prize Draw is administered by PSI Services (UK) Limited, a private limited company registered in England and Wales with registration number 03082717 and registered office address at 2 Westcroft Cottages, Eversley Road, Yateley, Hampshire, United Kingdom ("Administrator").

**2. ELIGIBILITY:** Prize Draw is open to Skills for English: SELT test takers who are 18 years of age or older at time of entry, except where prohibited law, including local laws in the territory where the contestant is located ("Contestant").

Employees and their immediate family members of PSI Services LLC, their parent companies, affiliates, subsidiaries, advertising agencies, and promotion agencies involved in this Prize Draw (collectively, the "Prize Draw Entities") are not eligible to participate in or win the Prize Draw.

The term "immediate family members" means parents, step-parents, children, step-children, siblings, step-siblings, spouses or grandparents, regardless of where they live.

By participating in the Prize Draw, you agree to abide by and be bound by these Terms & Conditions, and the decisions of Administrator and its agents are final and binding in all respects.

By participating in the Prize Draw, you confirm that you are eligible to do so and eligible to claim any prize you may win. The Administrator may require you to provide proof of your eligibility which you must promptly provide in order to continue with your participation in the Prize Draw and/or claim any prize you may win.

**3. PRIZE DRAW ENTRY PERIOD:** Prize Draw will run from 12:00 a.m. Eastern Daylight Time ("EDT") on September 01, 2024, and ends at 11:59 p.m. EDT on December 31, 2025 ("Prize Draw Entry Period").

This Prize Draw consists of 1 monthly prize in each month during the Prize Draw Entry Period.

**4. HOW TO ENTER:** There are two (2) ways to enter the Prize Draw.

- (1) Contestants may share a link to their testimonial post on either Instagram, Youtube or Facebook ("Social Media Channel") including the hashtag #shareyourSFEstory; or

- (2) Contestants may use the Prize Draw landing page at <https://skillsforenglish.psiexams.com/share-your-story> to directly submit their testimonial to PSI.

Subject to satisfying eligibility requirements and compliance with these Terms & Conditions, submission by Contestant by either method set out above will be considered as Contestant's Prize Draw "entry".

There is a limit of one (1) entry per person per month during the Prize Draw Entry Period per entry method (as set out above). Notwithstanding the foregoing, video entries will be entered into the Prize Draw twice.

A Contestant may only win a prize for the same entry under this Prize Draw on one occasion throughout the Prize Draw Entry Period (including any extensions to the Prize Draw Entry Period from time to time). A Contestant who has previously won a prize under this Prize Draw will not be eligible to participate again in this Prize Draw with the same, or substantially the same, entry, but may submit a new entry.

Each Contestant entry must be received via method (1) or (2) by Administrator by no later than 12pm UK time on the last Thursday of each Month during the Prize Draw Entry Period. Any Contestant entry received by Administrator after this time, shall be submitted for the following month's draw unless the Prize Draw Entry Period has ceased, in which case the entry will be void.

It is recommended that Social Media Channel accounts are set to public in order to ensure your entry is visible to Administrator. If your account is set to "protected" or "private" mode or such other feature that does not enable Administrator to view your entry, your entry may not be visible to Administrator and, therefore, will not be received by Administrator, resulting in your failure to enter the Prize Draw.

Administrator will **not** accept:

- (a) responsibility for competition entries that are not visible due to Contestant settings on Social Media Channels, lost, mislaid, damaged or delayed in transit, regardless of cause, including, for example, as a result of any postal failure, equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind; or
- (b) proof of posting or transmission as proof of receipt of entry to the competition.

Entry guidelines: Contestant testimonial(s), must NOT:

- (a) be automatically generated by computer or created by artificial intelligence (including but not limited to chatbots such as ChatGPT or similar software applications);
- (b) be completed by third parties or in bulk;
- (c) be illegible, altered, reconstructed, forged or tampered with;
- (d) be incomplete
- (e) include content which is not original, or which is in violation of third-party rights including but not limited to: copyrights, trademark, right of publicity or any other proprietary or intellectual property rights unless you have permission prior to posting which you are able to provide evidence of on request to the satisfaction of Administrator;

- (f) include content that is libelous, defamatory, adult-oriented or sexually explicit, includes offensive language, or portrays or advocates violence, discrimination, illegal activities, racism or hatred; and
- (g) include content that denigrates, disparages, or reflects negatively on the Administrator, its products, employees, clients, or on any other person, company, product or service.

The above list is not intended to be exhaustive; the Administrator reserves the right to disqualify and/or remove from the Prize Draw landing page, any entry for any reason, in its sole and absolute discretion, including if it finds a Contestant is in breach of these Terms & Conditions, is acting in an unsportsmanlike or disruptive manner or harassing other Contestant(s), or it determines that said Contestant is attempting to undermine the legitimate operation of the Prize Draw by cheating, deceiving or using other unfair playing practices. Administrator is under no obligation to disclose why an entry has been disqualified other than the entry was ineligible under these Terms & Conditions.

If an entry includes any of the prohibited elements listed above, the entry will be disqualified and the Contestant who submitted the entry shall be disqualified and prohibited from making any further entries for the Prize Draw for the duration of the Prize Draw Entry Period.

Use of any automated system to participate is prohibited and will result in disqualification. If the Administrator suspects that a Contestant attempted to obtain additional entries by using multiple accounts/identities or any other method, all entries submitted by the Contestant will be declared null and void, and the Contestant may be disqualified from participation in the Prize Draw for the duration of the Prize Draw Entry Period at the Administrator's sole discretion.

In the event of a dispute as to the ownership of any entry, the Authorized Account Holder of the email address, associated with the Social Media Channel, used to submit the entry will be deemed to be the Contestant.

“Authorized Account Holder” means the natural person who is assigned to an email address by an online service provider or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address.

A potential winner may be required to show proof of being an Authorized Account Holder.

In the event of a dispute between Administrator and Contestant which cannot be resolved to Administrator's satisfaction, the affected entry may be deemed ineligible by Administrator acting reasonably.

Normal internet access and data usage charges imposed by your online and cell phone service provider may apply.

Administrator will not confirm receipt of any entry.

Administrator is not responsible for any incorrect or inaccurate entries captured from Social Media Channels, irrespective of cause including cause by Contestant, technical errors, or by any of the programming associated with the Prize Draw.

Administrator reserves all rights to disqualify any Contestant if their conduct is contrary to the spirit or intention of the Prize Draw.

Prize Draw entries cannot be returned.

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN.

A PURCHASE OR PAYMENT WILL NOT IMPROVE YOUR CHANCES OF WINNING.

For help with entries, please [hello@skillsforenglish.com](mailto:hello@skillsforenglish.com) who will endeavor to assist as soon as possible during their usual working hours.

**5. PRIZES:** A total of 1 prize awarded in each month during the Prize Draw Entry Period.

Prize description	Prize quantity per month	Approximate retail value ("ARV")
\$25 Amazon Gift Card	1	\$25

Total ARV of all prizes awarded in each month during the Prize Draw Entry Period: \$25.

Use of the gift card prize is subject to Amazon gift card terms and conditions.

No substitution or cash redemption by Contestant is permitted. Prizes are non-transferable and non-refundable.

Administrator reserves the right, in its sole discretion, to substitute a prize with a prize of comparable value if the stated prize becomes unavailable for any reason.

Prizes are awarded as is, or winner forfeits all rights to prize.

Prize images depicted in advertising and promotional materials may vary from the actual prize as any depiction of a prize is for illustrative purposes only. Reference to Amazon in connection with prizes are for reference and identification purposes only and not intended to suggest endorsement, support or administration of the Prize Draw by Amazon.

All applicable taxes (including income taxes), if any, as well as any other costs and expenses associated with or incidental to claiming or using a prize and not specifically mentioned herein are not included within any prize and are solely each winner's responsibility.

**6. WINNER SELECTION AND NOTIFICATION:** Winners will be selected via random drawing within 7 working days after the last Friday of the relevant Calendar month during the Prize Draw Entry Period. All random drawings will be conducted under the supervision of the Administrator whose decisions are final and binding.

Each potential winner may be subject to verification and Contestant's full compliance with these Terms & Conditions before a prize can be awarded.

After each random drawing is conducted, the Administrator will notify the winning Contestant via the email provided by Contestant when making the entry and send them their Prize via email (virtual gift card as described in section 5 above).

Administrator is required to either publish or make available information that indicates that a valid award took place. To comply with this obligation Administrator will publish the name, country, (and may where applicable publish their Social Media Channel handle) of prize

winners and, their winning entries on Administrator websites and/or Social Media Channels.

If you object to any or all of your surname, county and winning entry being published or made available, please contact Administrator at [hello@skillsforenglish.com](mailto:hello@skillsforenglish.com). By submitting an entry to this Prize Draw, you hereby acknowledge and agree that Administrator may still be required to provide the information and winning entry to the Advertising Standards Authority on request or may be compelled to provide such information pursuant to applicable laws.

The potential winner may be required to complete and return an Eligibility/Liability/Publicity Release ("Release") within three (3) business days of request prior to receipt of any prize.

At the sole discretion of the Administrator, disqualification, forfeiture and the selection of an alternate potential winner may result from any of the following:

- (a) failure by Contestant to provide a valid or active email address during entry submission, or any other failure in transmission of email from Administrator to Contestant;
- (b) the failure of notification due to deactivation or other settings (such as privacy settings) of the potential winner's account prior to receipt of notification;
- (c) potential winner's account is set to block notification from the Administrator or are undeliverable, not seen or received for some other reason associated with potential winner's account;
- (d) potential winner's failure to return the completed Release within three (3) business days after request for completion by Administrator;
- (e) potential winner's failure to provide Administrator with satisfactory proof of age, identity and residency or other eligibility related information and/or evidence, if requested by Administrator;
- (f) potential winner's failure to provide Administrator with satisfactory proof that he/she is the Authorized Account Holder of the account associated with the winning entry, if requested by Administrator;
- (g) potential winner's failure to provide any required additional information upon Administrator's request and within any time period specified by Administrator, and if no time period is specified, within a reasonable period of time; and/or
- (h) any other non-compliance by potential winner with these Terms & Conditions.

Administrator is not responsible for any Social Media Channel that may interfere with the potential winner notification.

A prize may not be claimed by a third party on potential winner's behalf.

Administrator is not responsible for any returned/undeliverable prizes or delays in prize delivery caused by the delivery carrier. Returned or undeliverable prize will be forfeited.

**7. LIMITS ON LIABILITY:** By entering, you (i) agree to be bound by these Terms & Conditions; (ii) agree to be bound by the decisions of the Administrator, which are final and binding in all matters relating to the Prize Draw; and (iii) release, hold harmless, and indemnify Administrator and any Prize Draw Entities from and against, without limitation, all claims, losses, costs, expenses, injury, damages, and liability of any kind incurred or suffered by Administrator, including without limitation those related to intellectual property, publicity claims, breach of prize terms and conditions, breach of any Social Media Channel terms and conditions, privacy and data protection.

Insofar as is permitted by law, Administrator and Prize Draw Entities will not in any circumstances be responsible or liable to compensate the winner or accept any liability for any loss, damage, costs or expenses personal injury or death suffered or incurred as a result of participating in this Prize Draw and/or taking up the prize except where it is caused by the negligence of Administrator. Your statutory rights are not affected.

The Prize Draw Entities do not warrant that access to the Prize Draw will be uninterrupted and are not responsible for:

(a) Entries from persons who do not satisfy to Administrator's satisfaction eligibility requirements set out in these Terms & Conditions

b) Entries that are altered, delayed, deleted, destroyed, forged, fraudulent, improperly accessed, inaccurate, incomplete, interrupted, irregular in any way, misrouted, multiple, non-delivered, stolen, tampered with, unauthorized, unintelligible or otherwise not in compliance with these Terms & Conditions;

(c) lost, interrupted or unavailable networks, servers, satellites, or other connection, availability, or accessibility problems arising in connection with or over the course of the Prize Draw;

(d) failure of personal computers and/or software and hardware configurations, any technical malfunctions, failures, or difficulties, clerical, typographical or other errors in connection with the administration of the Prize Draw, the processing of entries, or the offering or announcement of the prizes or in any prize notification;

(e) any other errors of any kind relating to or in connection with the Prize Draw, whether human, mechanical, clerical, electronic, or technical in nature;

(f) the incorrect or inaccurate capture of information, or the failure to capture any information in connection with the Prize Draw, or

(g) damage to Contestant's system occasioned by participation in this Prize Draw or downloading any information necessary to participate in this Prize Draw.

Administrator reserves the right to cancel, modify, or suspend the Prize Draw at any time if fraud, technical failures, any unanticipated occurrence that is not fully addressed in these Terms & Conditions or any other errors or other causes corrupt the administration, security, or integrity of the Prize Draw. In the event of cancellation, Administrator reserves the right to select the winners by random drawing from among all eligible, non-suspect entries received up to the time of such cancellation, and in a manner determined by Administrator to be fair, appropriate, and consistent with these Terms & Conditions.

By submitting an entry, you hereby agree to grant the rights to the Administrator, Prize Draw Entities, their affiliates and agents, and forever release and hold them, harmless from and against any liability of any kind arising from or in connection with any use of the entry for the purposes set out in these Terms & Conditions, including without limitation the privacy policy set out at section 10.

**8. PUBLICITY:** Submission of an entry and participation in this Prize Draw constitutes Contestant agreement and permission for Administrator to use your name, winner's entry, testimonial and/or story, social media profile, prize won, hometown, photographs/videos and likeness for online posting and promotional purposes associated with this Prize Draw without further compensation, permission, or notification, except where prohibited by law.



**9. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS:** Administrator does not claim any rights of ownership in any Contestant entry submitted to this Prize Draw, however, by submitting your entry to this Prize Draw, you agree and hereby grant Administrator a non-exclusive, worldwide, royalty-free, transferable, sublicensable, irrevocable licence in perpetuity to use your entry and associated or accompanying material and information and any intellectual property rights subsisting therein ("IP"), for its purposes including without limitation for publication on any website owned or controlled by Administrator or any other media, whether now known or invented in the future, and in connection with any publicity of the Prize Draw, or the Skills for English brand and associated products and services and the Administrator's secure English language test as may be on offer from time to time ("Purpose"), and to use, display, publish, transmit, copy, edit, alter, store, re-format and sub-licence such IP for the Purpose.

Use by Administrator or Prize Draw Entities of an does not indicate that the Contestant who submitted the entry is a winner.

**10. PRIVACY:** By participating in this Prize Draw, you acknowledge and agree that your personal information supplied to Administrator may be used by Administrator for marketing purposes. Personal information provided by you will be treated consistent with these Terms & Conditions and Administrator's privacy policy in force from time to time, which is located at <https://www.psionline.com/legal/privacy-policy/>.

**11. DISPUTES:** If any part of these Terms & Conditions is deemed to be invalid or otherwise unenforceable or illegal, the balance of these Terms & Conditions will remain in effect and will be construed in accordance with its terms as if the invalid or illegal provision were not contained herein. In the event of a dispute, you agree to make every reasonable attempt to resolve the dispute in the first instance through discussion and consultation with Administrator.

These terms and conditions shall be governed and construed in accordance with the laws of England and Wales and the courts of England shall have exclusive jurisdiction over any disputes under or in connection with these Terms & Conditions.

**12. GENERAL:** If there is any reason to believe that there has been a breach of these terms and conditions, Administrator may, at its sole discretion, reserve the right to exclude the relevant Contestant from participating in the Prize Draw.

Administrator reserves the right to hold, void, suspend, cancel, or amend the Prize Draw in its sole discretion at any time, including during the Prize Draw Entry Period, and in the event of suspension or cancellation, any entries made during the month of suspension or termination shall considered void unless stated otherwise by Administrator.