
Full Terms and Conditions**1. Eligibility**

- a. The Orbis Access Beat the Benchmark Rally and the Orbis Access Monte Carlo Prize Draw (together the “**Promotions**”) are open to any individuals legally resident in the United Kingdom aged 18 or over, except employees of the Promoter, their families, agents or anyone else professionally connected with this Promotion.
- b. Existing clients of the Promoter are free to enter the Orbis Access Benchmark Rally but will not be eligible for the New Member Incentive.

2. Promotion Periods:

- a. The Orbis Access Beat the Benchmark Rally will run between 08:00 BST and 20:00 BST daily from 17th October 2016 up to and including 21st October 2016.
- b. The Orbis Access Monte Carlo Prize Draw will run on the internet from 20:00 (BST) on 11th October 2016 until Noon BST on 24th October 2016. Entry will also be open to individuals attending the Orbis Access Beat the Benchmark Rally at the times given in paragraph (a) above.

3. No purchase is necessary; however, internet access and a valid email address are required.**4. To Enter:**

- a. Orbis Access Beat the Benchmark Rally:
 - i. Visit the Orbis Access Beat the Benchmark Rally stand and speak to one of the Orbis Access Brand Ambassadors.
 - ii. Fill in the entry form with your full name and email address on the iPad/tablet provided then take part in the Beat the Benchmark Rally where Participants will use a remote controlled car to race around a track.
 - iii. The Participant who is judged to be the winner in accordance with Clause 14.b will win a Monte Carlo Prize.
 - iv. Participants who set up a New Membership with Orbis Access will also be eligible for a New Member Incentive.
 - v. By participating in the Orbis Access Beat the Benchmark Rally you expressly agree to us publishing your name and race time at the Venue and on our website and/or social media accounts.
 - vi. All Participants in the Orbis Access Beat the Benchmark Rally will also be automatically entered into the Orbis Access Monte Carlo Prize Draw.

b. Orbis Access Monte Carlo Prize Draw:

There are two ways of entering the Orbis Access Monte Carlo Prize draw:

- i. Attend the Orbis Access Beat the Benchmark Rally event at Jubilee Place, Canary Wharf, London, E14 5NY (the “**Venue**”) during the relevant Promotion Period, then visit the Orbis Access Beat the Benchmark Rally stand and speak to one of the Orbis Access Brand Ambassadors and enter your full name and email address on the iPad/tablet provided to be entered into the Prize Draw; or
- ii. On the internet, go to www.orbisaccess.co.uk/benchmark-rally, and enter your full name and email address to be entered into the Prize Draw.

It is a condition of entry for each of the Promotions that you agree to receive emails concerning the Promotions (including winners’ notifications) and other marketing communications from the Promoter in accordance with its [Privacy Policy](#). You can unsubscribe from these communications at any time by following the instructions accompanying the emails the Promoter sends to you.

5. **Use of sound, images and footage**

- a. Each individual who attends the Venue and participates in the Orbis Access Beat the Benchmark Rally and/or enters into the Orbis Access Monte Carlo Prize Draw ("**Attendees**"), hereby irrevocably grant the Promoter (and the Promoter's affiliates and agents), the right to film, tape, sound record and photograph all their activities in connection with the Promotions and to use their image, likeness and sound of their voice as recorded without payment or other consideration. Everything filmed, taped or recorded or taken by the Promoter (or the Promoter's affiliates or agents) shall be known as "**Footage**".
 - b. Attendees acknowledge that their image and any Footage may be edited, copied, exhibited, published or distributed and waive the right to inspect or approve the finished product in which their likeness or voice appears. Additionally Attendees waive any right to any royalties or any other compensation arising out of or relating to the use of their image or recording.
 - c. All participants hereby irrevocably and unconditionally assign to the Promoter with full title guarantee (and by way of assignment of present and future rights) all intellectual property rights in any Footage throughout the world for the full unexpired period of such rights and all renewals, reversions and extensions of such period as may be provided under any applicable law throughout the world.
6. You may enter each Promotion as many times as you wish during the Promotion Period but only one New Member Incentive may be claimed per person.
7. All entries must be received by the end of the Promotion Period to be valid and no liability is accepted for illegible, incomplete or late entries.

8. **Prizes:**

- a. **Orbis Access Beat the Benchmark Rally:** One winner will be selected from the Participants to win the Monte Carlo Prize. Participants who set up a New Membership with Orbis Access will also be eligible for a New Member Incentive.
- b. **Orbis Access Monte Carlo Prize Draw:** One winner will be selected from all valid Entrants into the Monte Carlo Prize Draw and the Participants of the Orbis Access Beat the Benchmark Rally to win the Monte Carlo Prize.
- c. **The Monte Carlo Prize** is for 2 nights stay, for 2 people, in Monte Carlo up to a maximum value of £2000 as further detailed in Clauses 9 to 12 below.
- d. **The New Member Incentive** is an investment of £100 for Participants who beat the benchmark or (at the discretion of the Promoter) £50 for those who do not, made into an Orbis Access standard investment account as further detailed in Clause 13 below.

9. **Monte Carlo Prize:**

- a. The Monte Carlo Prize is for one winner and one guest only;
- b. The Prize includes:
 - c. Return economy flights from London Heathrow to Nice;
 - i. 2 nights stay at the Fairmont Hotel sharing a twin/double room on a bed and breakfast basis;
 - ii. Return private transfers from the airport in Nice to the Fairmont Hotel;
 - iii. A valid credit card will be required to check in to the room and will be used to guarantee any incidentals such as in-room calls or services;
- d. Specified accommodation is subject to availability at the time of booking. Alternatives may be offered dependent on availability;
- e. Airline seats are subject to availability and the winner and their guest must abide by and are subject to the Airline's published Conditions of Carriage;
- f. The winner and their guest must travel together in both directions;

- g. Once flight tickets have been issued, they are only valid for flights, dates and times shown. Name changes to the flight seats once confirmed are not permitted;
- h. Return transfers from the winner's home to London Heathrow are **not** included;
- i. The winner and their guest will require passports valid for at least 6 months on date of travel. Any necessary visas, vaccines or travel insurance are the responsibility of the winner and their guest;
- j. All elements of the prize package must be taken as part of the same trip;
- k. Guests below the age of 16 must provide written parental consent to travel unless accompanied by a parent or guardian;
- l. The Prize does not include excess baggage, car parking charges, meals or drinks, additional excursions and attractions, additional nights and services at the hotel, spending money or any other costs of a personal nature not stated in this Clause 8; and any such other costs and expenses will be the sole responsibility of the winner and their guest;
- m. The winner is responsible for the behaviour of themselves and their guest whilst enjoying the Monte Carlo Prize. The Promoter reserves the right in its absolute discretion to exclude the winner and/or guest from participation in the Monte Carlo Prize if the winner and/or their guest fail to comply with the directions of the Promoter or any companies associated with the Monte Carlo Prize or the winner and/or guest act in a manner that is dangerous to themselves or to the public or is anti-social in any manner or which causes a disturbance or nuisance to others;
- n. The Prize is valid between 1st January 2017 and 28th February 2017; and
- o. The winner must give the Travel agent, Premier Travel, two weeks' notice before any preferred departure dates.
- 10. The Monte Carlo Prizes are non-transferable, are not exchangeable and have no cash or other alternative in whole or in part.
- 11. In the event of unforeseen circumstances, the Promoter reserves the right to substitute the Monte Carlo Prize (or elements of that prize) for an alternative of equal or greater value.
- 12. The Promoter cannot be held responsible for any third party products or services.
- 13. **New Member Incentive**
 - a. For each day on which the Orbis Access Beat the Benchmark Rally runs, a benchmark time (the "**Benchmark Time**") will be selected for completion of the course. The Benchmark Time set will be publicised at the Venue. The Promoter reserves the right in its absolute discretion to change the Benchmark Time from time to time during the course of the event.
 - b. Participants in the Orbis Access Beat the Benchmark Rally who do not have an Orbis Access account and who set up a new membership with Orbis Access ("**New Membership**") will be eligible for a New Member Incentive.
 - c. The New Member Incentive will be £100 for Participants who beat the Benchmark Time and (at the discretion of the Promoter) £50 for Participants who do not.
 - d. In order to claim the New Member Incentive, Participants will need to open a Standard Investment Account and invest a minimum of £1 (the "**Initial Investment**") in that account in the Orbis OEIC Global Equity Fund or the Orbis OEIC Global Balanced Fund.
 - e. Following successful completion of the Initial Investment, the Promoter will invest the New Member Incentive into the fund selected by the Participant for their Initial Investment. In the event that an investor made their Initial Investment into both funds, half of the New Member Incentive will be invested into each of the two funds (irrespective of the proportions the Participants Invested their Initial Investment in).
 - f. The New Member Incentive will be invested into the Participant's standard investment account with Orbis Access. The Participant acknowledges and agrees that the New Member Incentive must remain invested in the Participant's standard investment account for three years from the date on which it is invested.

- g. In the event that the Participant withdraws the New Member Incentive before the expiry of three years from the date on which it is invested, the Participant agrees to reimburse Orbis Access in full for the value of that New Member Incentive on the date that it is withdrawn.

14. Winner Selection:

- a. Orbis Access Monte Carlo Prize Draw: All valid entries received by the Promoter during the relevant Promotion Period will be entered into a prize draw to be conducted within 4 days of the closing date and, for your total confidence, by PromoVeritas, the independent promotional verification service.
- b. Orbis Access Beat the Benchmark Rally: The winner will be the Participant with the fastest time around the track. In the event of an exact tie, the winner will be selected randomly by PromoVeritas, the independent promotional verification service.

15. Winner Notification:

- a. Winners will be contacted via the email address provided upon entry within 5 working days of after the end of the Promotion Period for each Promotion, and will be required to respond to confirm eligibility plus acceptance of the prize within 14 days of initial contact.
- b. In the event a winner does not respond to communications within 14 days of initial contact, the Promoter reserves the right to disqualify that winner and allocate that prize to an alternate reserve selected in the same manner.

16. The Promoter reserves the right to verify the eligibility of Entrants and Participants. The Promoter may require such information as it considers reasonably necessary for this purpose and a prize may be withheld unless and until the Promoter is satisfied with the verification.

17. All entries must be made by the Entrant themselves. Bulk entries made from trade, consumer groups or third parties will not be accepted. Incomplete or illegible entries, entries by macros or other automated means (including systems which can be programmed to enter), and entries which do not satisfy the requirements of these terms and conditions in full will be disqualified and will not be counted. If it becomes apparent that an Entrant is using a computer(s) to circumvent this condition by, for example, the use of 'script', 'brute force', masking their identity by manipulating IP addresses, using identities other than their own or any other automated means in order to increase that Entrant's entries into the Promotion in a way that is not consistent with the spirit of the Promotion, that Entrant's entries will be disqualified and any prize award will be void.

18. No responsibility is accepted for entries lost, damaged or delayed or as a result of any network, computer hardware or software failure of any kind.

19. The Promoter cannot accept any responsibility for any damage, loss or injury suffered by any Entrant or Participant entering the Promotion or as a result of accepting or participating in any prize. Nothing in these terms shall be taken to exclude the Promoter's liability for death or personal injury as a result of its negligence.

20. If for any reason the Promotion is not capable of running as planned for reasons including but not limited to tampering, unauthorised intervention, fraud, 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, the Promoter reserves the right (subject to any written directions given under applicable law) to disqualify any individual who tampers with the entry process and to terminate, modify or suspend the Promotion.

21. If an act, omission, event or circumstance occurs which is beyond the reasonable control of the Promoter and which prevents the Promoter from complying with these terms and conditions the Promoter will not be liable for any failure to perform or delay in performing its obligation.

22. The winners will be required to participate in any reasonable publicity arising from the Promotion.

23. If you are a winner of the Promotion, you agree that the Promoter may use your name, score (for the Orbis Access Beat the Benchmark Rally) and county of residence to announce the winners of the Promotions (including by publication on its website and social media accounts) and for any other reasonable and related promotional purposes.

24. The names and counties of residence of the winners will be available by sending an self-addressed envelope to: Monte Carlo Competition Results, Orbis Access (UK) Limited, Wimbledon Bridge House, 1 Hartfield Road, London W1B 1PT. The winners' names will be available after 1st December 2016 for 4 weeks.
25. By entering either or both of the Promotions, all Participants and Entrants will be deemed to have accepted and be bound by these terms and conditions.
26. The Promoter's decision is binding in all matters relating to the Promotions, and no correspondence shall be entered into.
27. In the event of a discrepancy between these Terms and Conditions and the details in any promotional material, the details these Terms and Conditions shall prevail.
28. The Terms and Conditions of this Promotion shall be interpreted and applied on the basis of English Law and the Courts of England and Wales shall have exclusive jurisdiction.

29. **Definitions**

In these Terms and Conditions:

Attendee	has the meaning given to it in clause 5 (a)
Benchmark Time	has the meaning given to it in clause 13 (a)
Entrant	means a person who enters the Orbis Access Monte Carlo Prize Draw
Footage	has the meaning given to it in clause 5 (a)
New Member Incentive	has the meaning given to it in clause 8 (d)
New Membership	has the meaning given to it in clause 13 (b)
Monte Carlo Prize	has the meaning given to it in clause 8 (c)
Orbis Access Beat the Benchmark Rally	means the competition described in paragraph 4 (a)
Orbis Access Monte Carlo Prize Draw	means the prize draw described in Paragraph 4 (b)
Participant	means a person who participates in the Orbis Access Beat the Benchmark Rally
Promoter (or Orbis Access)	means Orbis Access (UK) Limited, 28 Dorset Square, London, NW1 6QG.
Promotion	has the meaning given to it in clause 1
Venue	has the meaning given to it in Clause 4.b.(i)