

Nomad's 2017 Rail Industry Survey Terms & Conditions

1. The free prize draw ("Free Prize Draw") is open to people aged 18 and over who provide their email address after completing the survey.
2. Employees or agencies of Nomad Digital Limited ("Nomad", "We"), its group companies or their family members, or anyone else connected with the Prize Draw may not enter the Prize Draw.
3. Entrants into the Free Prize Draw shall be deemed to have accepted these Terms and Conditions.
4. By submitting your personal information you agree to receive emails from Nomad Digital containing news and developments that we think may be of interest to you. You will be given the opportunity to unsubscribe on every email that we send.
5. To enter the Free Prize Draw you must complete the 2017 ICT Survey and submit your name and email address. No purchase is necessary. If you have any questions about how to enter or in connection with the Free Prize Draw, please e-mail us at marketing@nomadrail.com with "2017 ICT Survey" in the subject line.
6. Only one entry per person. Entries on behalf of another person will not be accepted and joint submissions are not allowed.
7. Nomad Digital accepts no responsibility is taken for entries that are lost, delayed, misdirected or incomplete or cannot be delivered or entered for any technical or other reason. Proof of delivery of the entry is not proof of receipt by Nomad Digital.
8. The closing date of the Prize Draw is 23:59 on 31 July 2017. Entries received outside this time period will not be considered.
9. One winner will be chosen from a random draw of entries received in accordance with these Terms and Conditions. The draw will be performed by a random computer process. The draw will take place on 1st September 2017.
10. The winner will receive an iPad Mini 4 32GB WiFi.

11. Nomad Digital accepts no responsibility for any costs associated with the prize and not specifically included in the prize.
12. The winner will be notified by email on 4th September 2017 and must provide a postal address to claim their prize. If a winner does not respond to Nomad Digital within 14 days of being notified by Nomad Digital then the winner's prize will be forfeited and Nomad Digital shall be entitled to select another winner in accordance with the process described above (and that winner will have to respond to notification of their win within 14 days or else they will also forfeit their prize). If a winner rejects their prize or the entry is invalid or in breach of these Terms and Conditions, the winner's prize will be forfeited and Nomad Digital shall be entitled to select another winner.
13. The prize will be sent to the winner by Nomad Digital by post.
14. The name and country of the winner can be obtained after 4th September 2017 by sending a stamped addressed envelope to the following address: Nomad Digital Ltd. 5th Floor, One Trinity, Broad Chare, Newcastle upon Tyne NE1 2HF.
15. The prize is non-exchangeable, non-transferable, and is not redeemable for cash or other prizes.
16. Nomad Digital retains the right to substitute the prize with another prize of similar value in the event the original prize offered is not available.
17. The winner may be required to take part in promotional activity related to the Free Prize Draw and the winner shall participate in such activity on Nomad Digital's reasonable request. The winner consents to the use by Nomad Digital and its related companies, both before and after the closing date of the Free Prize Draw for an unlimited time, of the winner's voice, image, photograph and name for publicity purposes (in any medium, including still photographs and films, and on the internet, including any websites hosted by Nomad Digital and its related companies) and in advertising, marketing or promotional material without additional compensation or prior notice and, in entering the Free Prize Draw, all entrants consent to the same.

18. Nomad Digital shall use and take care of any personal information you supply to it as described in its privacy policy, a copy of which can be seen [here](#), and in accordance with data protection legislation. By entering the Free Prize Draw, you agree to the collection, retention, usage and distribution of your personal information in order to process and contact you about your Free Prize Draw entry, and for the purposes outlined in paragraph 14 above.
19. Nomad Digital accepts no responsibility for any damage, loss, liabilities, injury or disappointment incurred or suffered by you as a result of entering the Free Prize Draw or accepting the prize. Nomad Digital further disclaims liability for any injury or damage to your or any other person's computer relating to or resulting from participation in or downloading any materials in connection with the Prize Draw. Nothing in these Terms and Conditions shall exclude the liability of Nomad Digital for death, personal injury, fraud or fraudulent misrepresentation as a result of its negligence.
20. Nomad Digital reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, this Free Prize Draw with or without prior notice due to reasons outside its control (including, without limitation, in the case of anticipated, suspected or actual fraud). The decision of Nomad Digital in all matters under its control is final and binding and no correspondence will be entered into.
21. Nomad Digital shall not be liable for any failure to comply with its obligations where the failure is caused by something outside its 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.
22. The Free Prize Draw will be governed by English law and entrants to the Free Prize Draw submit to the exclusive jurisdiction of the English courts.
23. Promoter: Nomad Digital Ltd. 5th Floor, One Trinity, Broad Chare, Newcastle upon Tyne. N3 1HF.