

## **BAV Virtual Portfolio Game Terms & Conditions**

The game is based in the United Kingdom, open to those over 18+ who are employees of WPP 2005 Limited and its affiliates. You are able to enter the game from 12:00pm GMT on 27<sup>th</sup> January 2022 and closes at 12:00pm GMT on 27<sup>th</sup> April 2022. For the avoidance of doubt, no prize will be awarded to the winner of the game. To enter the game, users must simply sign into the [BAV Visualiser site](#) and purchase stocks. Entries must not be submitted through agents or third parties, and any entries will be invalid. The game is free, and no purchase is necessary. Maximum one entry per person. For full terms & conditions will be supplied upon application, including information regarding what data we may obtain about entrants and how that data may be used.

Promoter: WPP 2005 Limited of Sea Containers House, 18 Upper Ground, London, United Kingdom, SE1 9GL

### **Full Terms & Conditions**

#### **Eligibility to enter / opening and closing dates:**

1. The game is based in the United Kingdom, open to those over 18+ only. Employees of, WPP 2005 Limited, and its affiliates are eligible to enter. "Affiliate" shall mean, in relation to a person, any company or other entity, whether or not with legal personality, which directly or indirectly controls, is controlled by or is under joint control of that person. For this purpose, a person is deemed to control a company or entity if it (a) owns, directly or indirectly, at least 50 percent of the capital of the other company or (b) in the absence of such ownership interest, substantially has power to direct or cause the direction of the management of such company or entity.
2. Entrants must be aged 18 years or over at the start of the game.
3. This game opens 12:00pm GMT on 27<sup>th</sup> January 2022 and closes at 12:00pm GMT on 27<sup>th</sup> April 2022. Any entry received after the closing date will not be valid. Proof of sending is not proof of receipt.
4. A maximum of one entry is permitted per person, and no prize will be awarded to the winner of the game.
5. Entries are limited and entrants will be advised if their application has been successful.

#### **Game Entry, Rules and Winner Selection:**

6. Entry to the game is upon successful completion of the entry process. To enter the game users must simply sign into the [BAV Visualiser site](#) and purchase stocks.
7. The Promoter reserves the right to remove any entrant, at its absolute discretion, if they do not act in accordance with these terms and conditions or the spirit of the game.
8. The game will require each entrant to create a virtual portfolio, credited with a virtual pot of \$100,000 to invest in a selection of brands for a \$10 virtual trading fee. Entrants can buy and sell any shares within the portfolio rankings but a minimum of at least one brand from each brand attribute must be selected. Any brand from any of the countries and attributes can be selected. You can not choose the same brand twice even if it is in another attribute.
9. The winner will be the entrant which is at the top of the virtual leader board on the 27<sup>th</sup> April 2022 at 12:00pm GMT. The winner will be selected based on the calculated % change in the virtual P&L value from the initial \$100,000 pot awarded at the start of the game.
10. The winner will be notified by email within 5 days of the game. If a winner has not responded to the notification within one month, or if a selected winner is ineligible, otherwise in breach of these terms and conditions, the Promoter reserves the right to select an alternative winner, by facilitating to redraw another winner without liability.
11. The Promoter will make reasonable efforts to contact the winner via the method outlined above.

#### **Investment Warning:**

12. The game is provided for general information and is not intended to amount to financial investment advice which you should rely. You should obtain professional or specialist advice before taking or refraining from any action on the basis of the game content.

#### **Details about personal data that may be collected in connection with the game and how it may be used:**

The Promoter (as identified in paragraph 29 below) notify entrants, and each entrant hereby acknowledges, that:

13. In entering the game, both the Promoter may, as explained further in this section, collect certain personal data about entrants and the winner. The Promoter is based in the United Kingdom and their

full contact details are at paragraph 31 below. For the purposes of applicable data protection laws, the Promoter is the controller of the personal data collected in connection with the game.

14. By entering the game, entrants may share with the Promoter certain personal data including their name, address and email address. The Promoter needs to collect and process this personal data in order to:

- (a) display entrants player names on the virtual portfolio leader board;
- (b) communicate with each entrant about the game, with, amongst other things, information regarding their performance, BAV metrics and share performance within the game;
- (c) promote the game and any future BAV game;
- (d) properly administer the game, including (without limitation) to announce the winner on the website, to contact the winner by email (and the Promoter does so because it is necessary for the performance of these terms and conditions, and because it is in the interests of both the Promoter and the entrants for the game to be administered effectively); and
- (e) to comply with its legal obligations under the CAP code (as explained at paragraph 15 below).

15. The Promoter will not share your personal data with any other third parties except with: (i) any service providers of the Promoter's who provide administration services necessary for the purpose of administering the game; or (ii) any members of the public who request the name of the winner and to whom the Promoter is required to disclose that information in accordance with the regulatory requirements of the Advertising Standards Authority. The Promoter will only retain personal information received in connection with the game (from the entrants and the winner) for as long as is necessary for the purposes for which it collected the information (including for the purposes of satisfying any legal, accounting or reporting requirements). The Promoter will only use personal data supplied by entrants to, and the winner of, this game for the purposes explained in these terms and conditions (or for any other purpose that is compatible with those purposes) - if the Promoter needs to use any personal information for an unrelated purpose, it shall notify the relevant individual and explain the legal basis on which the Promoter intends to rely.

16. Where the Promoter is required to select an alternative winner, all references to "winner" above shall also apply in respect of any alternative winner. Nothing in this section seeks to limit the existence of any right the data subject may have under the General Data Protection Regulation (GDPR) (EU) 2016/679. If any individual wishes to exercise any of those rights (to the extent they are applicable), they may contact the Promoter at the address given below. Individuals whose personal data is controlled by the Promoter have the right to make a complaint at any time to an applicable supervisory authority for data protection issues (which in the UK is the Information Commissioner's Office).

17. The Promoter will use reasonable endeavours to ensure that the data in the game is accurate and to correct any errors or omissions as soon as practicable after being notified of them. To the extent permitted by applicable law, the Promoter disclaims all warranties and representations (whether express or implied) as to the accuracy of the information contained in the game. The Promoter does not guarantee that the game will be fault free and does not accept liability for any errors or omissions.

**General:**

18. Incomplete, illegible, corrupted entries or those which are otherwise not in accordance with these terms and conditions will not be valid. The Promoter accepts no responsibility for failure to receive an entry where such failure is due to circumstances outside the Promoter's control.

19. There is no prize (in cash or otherwise) to be awarded to the winner. The Promoter's decision in all matters relating to the game shall be final.

20. If there is any reason to believe that there has been a breach of these terms and conditions, or of the spirit of this game, the Promoter may at its sole discretion refuse to accept an entry.

21. The Promoter's decision is binding in all matters relating to this game, and no correspondence shall be entered into.

22. To the extent permitted by law, the Promoter accepts no liability for any damage, loss or injury suffered due to entering this game.

23. By entering this game, entrants will be deemed to have accepted, and will be bound by, these terms and conditions.

24. Entrants will retain ownership of any content, submissions and other material they submit as part of this game. However, entrants grant the promoter (and its agents and affiliates) a non-exclusive, worldwide, irrevocable, perpetual licence to use any such content, submissions and other material for the purposes of this game.

25. The name of the winner will be made available on request to those sending a stamped, self-addressed envelope to Bethan Davies, WPP 2005 Limited, Sea Containers House, 18 Upper Ground, London, United Kingdom, SE1 9GL.

26. These terms and conditions (and any non-contractual disputes/claims which arise out of or in connection with them) will be governed by English law and entrants submit to the exclusive jurisdiction of the English courts.

29. Promoter: WPP 2005 Limited: Sea Containers House, 18 Upper Ground, London, United Kingdom, SE1 9GL.

**Please do not send entries to this address.**