

THE CODE COMPLIANCE PANEL OF PHONEPAYPLUS TRIBUNAL DECISION

Thursday 7 JULY 2011 TRIBUNAL SITTING No. 80/ CASE 1
CASE REFERENCE: 853802/ 01265

Information provider:	Win A Ticket Limited, St Albans
Service provider:	Wireless Information Network Limited, High Wycombe
Type of service:	Subscription competition/download service
Service title:	'VIP Take That' competition
Service number:	84111
Cost:	£1.50 per month
Network operator:	All Mobile Network Operators
Number of complainants:	27

THIS CASE WAS BROUGHT AGAINST THE INFORMATION PROVIDER UNDER PARAGRAPH 8.7 OF THE CODE

BACKGROUND

The Executive received 27 complaints between the 24 December 2010 and 15 April 2011 in relation to a subscription/download service operating on shortcode 84111. Complainants stated not to have subscribed to the service and received unsolicited text messages charged at £1.50 each, an example of which is as follows:

*Merry Xmas!To download Take That-Back for good go 2
<http://d2c.funtafone.com/download?pin=37515225> .for T&C's www.abcwinticket.co.uk or
call 08006226942*

Following receipt of consumer complaints and a number of resulting concerns regarding the service, including the lack of pricing information and inadequate competition information, the Executive decided to conduct an investigation under the PhonepayPlus Code of Practice (11th Edition, Amended April 2008) ('the Code').

The Service

How the service was promoted according to the Information Provider

The Information Provider is a promotions company that works in conjunction with various UK event organisers for festivals, concerts, sport events, motor racing and exhibitions. It has arranged exclusive promotional competitions since 2007, providing exclusive giveaways such as tickets, prizes and holidays for events in and around the UK, gathering a client base in excess of one million event-goers. Events include: Hard Rock Calling, V Festival, Muse & Mary J Blige live, and various other events.

Competitions were advertised on flyers, posters, radio, national and local publications, as well as at specific events. At such events, the Information Provider would have one or more kiosks from which its workers would hand out flyers and seek to secure the positive opt-in to its service by members of the public. A potential customer could opt-in by entering the competition advertised on the flyer (by texting an answer to a quiz question on the flyer to a shortcode), or by means of a tear-off slip at the bottom of each flyer. This slip would

ordinarily be completed by the worker on the instructions of a member of the public. The information to be completed on the slip was the name and mobile number of the member of the public. The slip also contained a tick-box which, if ticked, gave consent to being subscribed to the Information Provider's monthly service at £1.50 a month. By texting the correct answer to the quiz question, the participant also received a free ringtone. The Information Provider stated that it did not use affiliate marketing to promote its services as it provisioned all its own marketing strategies and activities to generate traffic. The service was also promoted through free SMS campaigns by which customers opted into the service. Once the free SMS message was received, stating the service and terms, customers were provided with the option to enter monthly subscription service charged at £1.50 per month

How the service was intended to operate according to the Information Provider

The service was promoted at live events to attract key audiences of concert-goers. The promotion in question was based on a competition to win two VIP tickets to a Take That concert at Wembley in July 2011. Flyers advertising this competition were handed out from kiosks at various events. The complaints of having received an unsolicited reverse-billed text arise from those who allegedly entered the service by giving their details to workers at the kiosks for entry on the tear-off slips.

Customers could also enter the service by texting 'WIN' and an answer to the quiz question to 84111. The text was charged at £1.50. The closing date for the competition was 20 May 2011. Subscribers that answered the question correctly were then entered in to a draw to determine the winners of the VIP tickets. Winners were notified by SMS and well as being called up and announced live on radio. Customers could cancel the service by sending 'STOP' to 84111 at any time. This would terminate the service to the end user and remove their details from database.

The Investigation

The Executive conducted this matter as a Standard Procedure investigation in accordance with paragraph 8.5 of the Code. The Executive issued a breach letter to the Service Provider dated 24 May 2011. The Executive received undertaking forms and accepted that the case be dealt with as an Information Provider case on 17 June 2011. The Service Provider and Information Provider responded to the breaches in a letter dated 18 March 2011.

The Tribunal made a decision on the breaches raised by the Executive on 7 July 2011, following informal representations made by the Service Provider and the Information Provider.

SUBMISSIONS AND CONCLUSIONS

ALLEGED BREACH ONE LEGALITY (Paragraph 5.2)

"Services and promotional material must comply with the law. They must not contain anything which is in breach of the law, nor omit anything which the law requires. Services and promotional material must not facilitate or encourage anything which is in any way unlawful."

1. The Executive made reference to Regulation 22 of the Privacy and Electronic Communications (EC Directive) Regulations 2003 ('the Regulations') which makes it an offence to send unsolicited promotions using electronic mail (including text messages) for direct marketing purposes, unless (1) the recipient has specifically consented to receiving such promotions, or (2) the recipient's details were obtained

whilst purchasing a similar or related product or service to that now being promoted, and the recipient was given the opportunity, when his details were collected, to opt out (without charge) of receiving further communications, and is given the same opportunity in each subsequent communication (this is known as the “soft opt-in”).

It submitted that all 27 complainants stated or indicated that the following message(s) received on their mobile handset had been unsolicited:

*“Message 1 [received on 24 December 2010]
Merry Xmas!To download Take That-Back for good go 2
<http://d2c.funtafone.com/download?pin=37515225> .for T&C's
www.abcwinaticket.co.uk or call 08006226942”*

*“Message 2 [received on 1 January 2011]
Happy New Year!To download Take ThatEvery thing changes go 2
<http://d2c.funtafone.com/download?pin=54356340> .T&C's www.abcwinaticket.co.uk
or call 08006226942”*

The Executive noted the Information Provider’s comment that the complainants had opted into this service by completing a flyer in August or September 2010 and that it had supplied examples of completed slips from the Take That flyer. The Executive further noted that none of the names or numbers supplied corresponded with the names or numbers of the complainants. The Executive further submitted that it had contacted the complainants and asked if they had attended any outdoor event in either August or September 2010. The Executive also enclosed a copy of the flyer, asking if they had ever seen it or completed the slip. It submitted that eight complainants responded promptly, stating they had not attended an event in August or September 2010 nor had they seen or completed the slip on the flyer. The Executive submitted that the Information Provider had been unable to supply evidence of opt-in for the complainants and that the complainants were adamant that they had not seen the flyer or completed the slip.

2. The Information Provider stated that the unsolicited text messages probably resulted from the mobile phone numbers on the tear-off slip being incorrectly transferred from the flyer to its database. It stated that, following a review its own internal investigation and analysis of data relating to the 27 mobile phone numbers of consumers that had completed these forms at events, it found that the manual inputting of that particular data on to the system had led to incorrect entries being made and this caused the consumers to be subscribed in error to its service.

It also stated that the opt-in method via the tear-off slip on the flyer had not been the only one available, and that there had been numerous opt-ins via user text message and interaction with the competition. In its written submissions, the Information Provider stated that the consumers that were in receipt of the service text message had not consented to opt-in by electronic means, but via its promotional flyer which was distributed over August and September. It stated that, based on its understanding, all the promotions had complied with the legal requirements established by the statutory regulator (the Information Commissioner’s Office), and in particular the Regulations. It made reference to the Regulations and stated that it had obtained the contact details of the recipient in the course of a sale or negotiations for the sale of a product or service to that recipient, and this was evidenced by the flyer receipts containing data retrieved from promotional marketing and distribution campaigns for this service. It also stated that the direct marketing material it had sent had related to similar products and services and the other text messages had been

purely in connection to the service that was promoted. It further stated that the recipient of the text message had been given a simple means of refusing the use of their contact details for marketing purposes at the time those details were initially collected and, where they did not refuse the use of those details, at the time of each subsequent communication.

3. The Tribunal considered the evidence, including the Information Provider's acceptance of the breach during its informal representations to the Tribunal. It concluded that the complainants had not consented to receive the premium rate service promotion and, as such, the text message had been in contravention of the Regulations. It followed that there had been a breach of the Code. The Tribunal upheld a breach of paragraph 5.2 of the Code.

Decision: UPHELD

ALLEGED BREACH TWO PRICING INFORMATION (COST) (Paragraph 5.7.1)

'Service providers must ensure that all users of premium rate services are fully informed, clearly and straightforwardly, of the cost of using a service prior to incurring any charge.'

1. The Executive submitted that this was a subscription competition to win 'VIP Take That' tickets at a cost of £1.50 per month.

It submitted that complainants reported that the first they had heard of this service was via receipt of one or both of the following text message(s):

*Message 1 [received on 24 December 2010]
Merry Xmas!To download Take That-Back for good go 2
<http://d2c.funtafone.com/download?pin=37515225> .for T&C's
www.abcwinaticket.co.uk or call 08006226942*

*Message 2 [received on 1 January 2011]
Happy New Year!To download Take ThatEvery thing changes go 2
<http://d2c.funtafone.com/download?pin=54356340> .T&C's www.abcwinaticket.co.uk
or call 08006226942*

The complainants stated that they were charged £1.50 for each message received. The Executive submitted that this promotional text message failed to state the cost of using this premium rate service and, although the Executive acknowledged that the promotional text message had contained a web address for a website that provided the cost of the service, recipients would have already incurred a cost of £1.50 without knowing they had been charged.

2. The Information Provider submitted that the text messages were only transmitted to the complainants on the understanding that they had consented on the tear-off slip on the flyer. The information provided on the flyer stated a cost of £1.50 to be charged for the service. Therefore its intention was that the messages were only to be sent to those who had given prior consent. The Service Provider stated that users who opted into the service by sending in the keyword 'WIN' received a free service text message that contained the cost of the service.

The Information Provider stated that text messages had not been sent to mislead, but to provide value. It also stated that it understood, following its investigation, that the complainants had received the text message in error and, in this instance, it acknowledged that this would have been the first these recipients would have heard of the service.

3. The Tribunal considered the evidence, including the Information Provider's acceptance of the breach during its informal representations to the Tribunal, and concluded that the unsolicited text message received by complainants had not contained sufficient pricing information as required by the Code. The Tribunal upheld a breach of paragraph 5.7.1 of the Code.

Decision: UPHELD

ALLEGED BREACH THREE

COMPETITION – DESCRIPTION OF PRIZES (Paragraph 7.6.3(b))

“Promotional material must clearly state any information which likely is to affect a decision to participate, in particular:

b) an adequate description of prizes and other items offered to all or a substantial majority of participants, including the number of major prizes and details of any restrictions on their availability or use,”

1. The Executive made reference to the promotional material to win two ‘VIP Take That’ concert tickets in the form of posters and flyers (Appendix A) and the website (Appendix B). It submitted that there were, in fact, eight tickets to be won and that the promotion did not therefore give the total number of prizes available. As such, it had not given an adequate description of the prizes and this was likely to affect the participants’ decision to enter the competition.
2. The Service Provider stated that each flyer and advertisement had stated “Progress Tour Wembley July 2011” and that the tour dates for London were all at Wembley. It submitted that the promotional material clearly stated the description of the prize and informed the participant that the event was to take place at Wembley in July. Promotional material had also stated that there were two ‘VIP Take That’ tickets.
3. The Tribunal considered the evidence, including the Information Provider's acceptance of the breach during its informal representations to the Tribunal, and concluded that the promotional material had contained an inadequate description of the prizes; in particular, it contained an inaccurate description of the number of tickets available. The Tribunal further commented that the date of the concert was insufficiently particularised by reference to the month of July only. The Tribunal upheld a breach of paragraph 7.6.3(b) of the Code.

Decision: UPHELD

ALLEGED BREACH FOUR

SUBSCRIPTION INITIATION MESSAGE (Paragraph 7.12.4)

“Users must be sent a free initial subscription message containing the following information before receiving the premium rate service:

- a. name of service,
- b. confirmation that the service is subscription-based,

- c. *what the billing period is (e.g. per day, per week or per month) or, if there is no applicable billing period, the frequency of messages being sent,*
- d. *the charges for the service and how they will or can arise,*
- e. *how to leave the service,*
- f. *service provider contact details.”*

1. The Executive made reference to the complainants who stated that they had received one of the following text messages:

*Message 1 [received on 24 December 2010]
Merry Xmas!To download Take That-Back for good go 2
<http://d2c.funtafone.com/download?pin=37515225> .for T&C's
www.abcticket.co.uk or call 08006226942*

*Message 2 [received on 1 January 2011]
Happy New Year!To download Take ThatEvery thing changes go 2
<http://d2c.funtafone.com/download?pin=54356340> .T&C's www.abcticket.co.uk
or call 08006226942*

It submitted that complainants had stated that they had been charged £1.50 for each message received. It also made reference to the message logs that further demonstrated that the complainants did not receive the free initial subscription text message required by the Code.

2. The Service Provider confirmed that there were no free subscription initiation text messages sent via its database to the complainants. The Information Provider submitted that users had been entered into its service at an event in August and September, which was used to generate awareness of the promotion and build a customer base. It stated that it encouraged users to opt-in to the subscription service for future promotions in connection to the campaign. It also submitted that customers that opted-in for subscription would have received a reminder in February 2011; however, by the time that it had voluntarily suspended the service it had not had the chance to send the reminder as scheduled in February 2011.
3. The Tribunal considered the evidence, including the Information Provider's acceptance of the breach during its informal representations to the Tribunal, and concluded that the complainants and those that had not subscribed to the service did not receive a free subscription initiation text message with the relevant service information required under the Code. It found that the first message had been a chargeable text message. The Tribunal upheld a breach of paragraph 7.12.4 of the Code.

Decision: UPHELD

SANCTIONS

The Tribunal's initial assessment was that, overall, the breaches taken together were **significant**.

In determining the sanctions appropriate for the case, the Tribunal took into account the following aggravating factor:

- The behaviour of the Information Provider was reckless in its failure to ensure that the service was only sent to those people who had opted in.

The Tribunal took into account the following mitigating factors:

- The Information Provider did seek compliance advice from the Service Provider prior to starting the service.
- The Information Provider did co-operate with PhonepayPlus and immediately suspended the service on notification by PhonepayPlus.
- The Information Provider asserted that it had made refunds to affected complainants.

The revenue in relation to this service was in the range of Band 5 (£5,000-£49,999).

Having taken into account the aggravating and mitigating factors, the Tribunal concluded that the seriousness of the case should be regarded overall as **significant**.

Having regard to all the circumstances of the case and the revenue generated by the service, the Tribunal decided to impose the following sanctions:

- A Formal Reprimand;
- The Tribunal ordered the Information Provider to remedy the breach by seeking and implementing compliance advice in relation to this and any current, similar subscription service within two weeks of the publication of this decision, such advice to be implemented within two weeks thereafter to the satisfaction of the Executive;
- A fine of £10,000;
- The Tribunal commented that it expected claims for refunds to continue to be paid by the Information Provider for the full amount spent by complainants, except where there is good cause to believe that such claims are not valid.

Appendix A – Promotional poster and flyer

**FOR A CHANCE TO WIN 2
VIP BACKSTAGE TICKETS
TO**

**TAKE THAT
PROGRESS TOUR Wembley July 2011**



**Answer the following question to enter our
competition.**

Which Singer is in Take That?

- A. Gary Barlow**
- B. Noel Gallagher**
- C. Will Young**

**Please TEXT WIN + A, B, C
TO 84111**

**TOP TAKE THAT RINGTONE
SENT when you ENTER**


Texts cost £1.50 + std ntwk chrg. Age 18+ please ensure you have the bill payer's permission before entering. By entering this service you are agreeing to subscribe to a monthly competition charged at £1.50 per month.

You can unsubscribe at any time by sending STOP to 84111. Please visit www.abcwinticket.co.uk for T&C's. Competition ends May 20th 2011.

If you enter after the competition has finished you will not be entered but may still be charged.

This service is provided by Winaticket Ltd helpline 08006226942.

TAKE THAT
PROGRESS TOUR Wembley July 2011



Answer the following question to enter our competition.

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- A. Gary Barlow**
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Texts cost £1.50 + std ntwk chrg. Age 18+ please ensure you have the bill payer's permission before entering. By entering this service you are agreeing to subscribe to a monthly competition charged at £1.50 per month.

You can unsubscribe at any time by sending STOP to 84111. Please visit www.abewinaticket.co.uk for T&C's. Competition ends May 20th 2011.

If you enter after the competition has finished you will not be entered but may still be charged.

This service is provided by Winaticket Ltd helpline 08006226942.

Winaticket Ltd mgt txt / marketing and promotions services

Name _____

Mobile _____

If you wish to receive information about

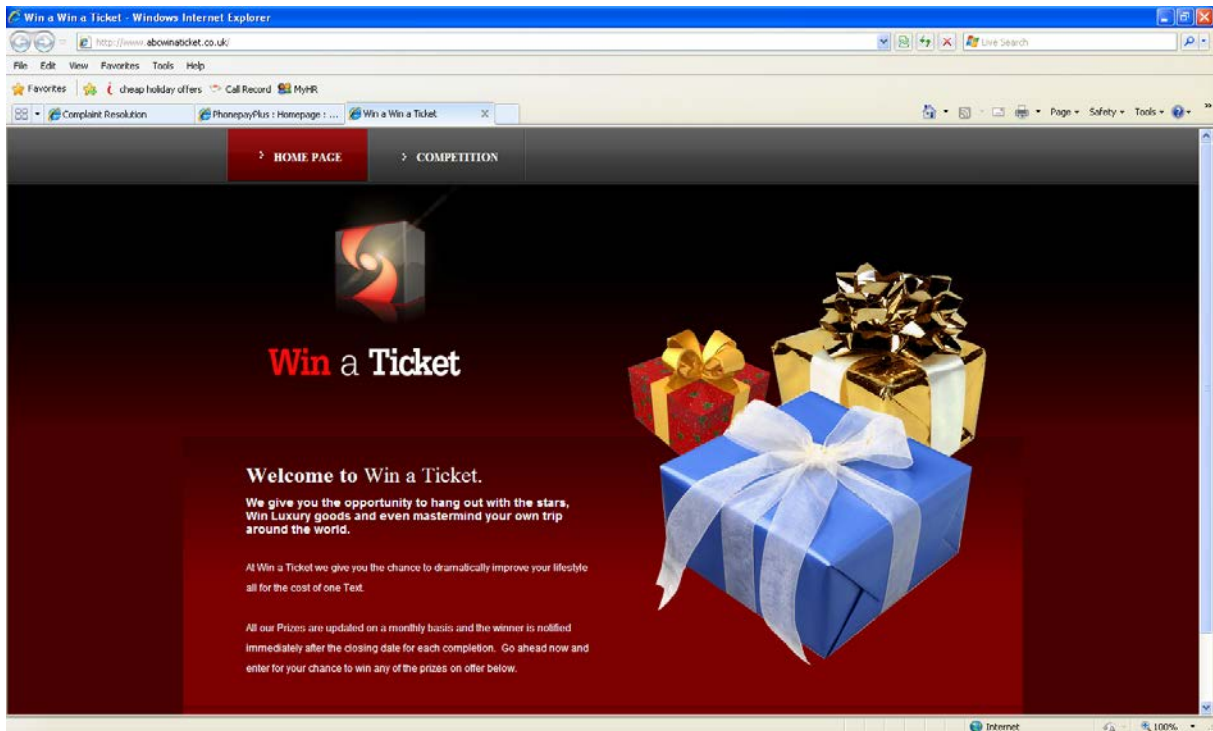
Future promotions, events and concerts

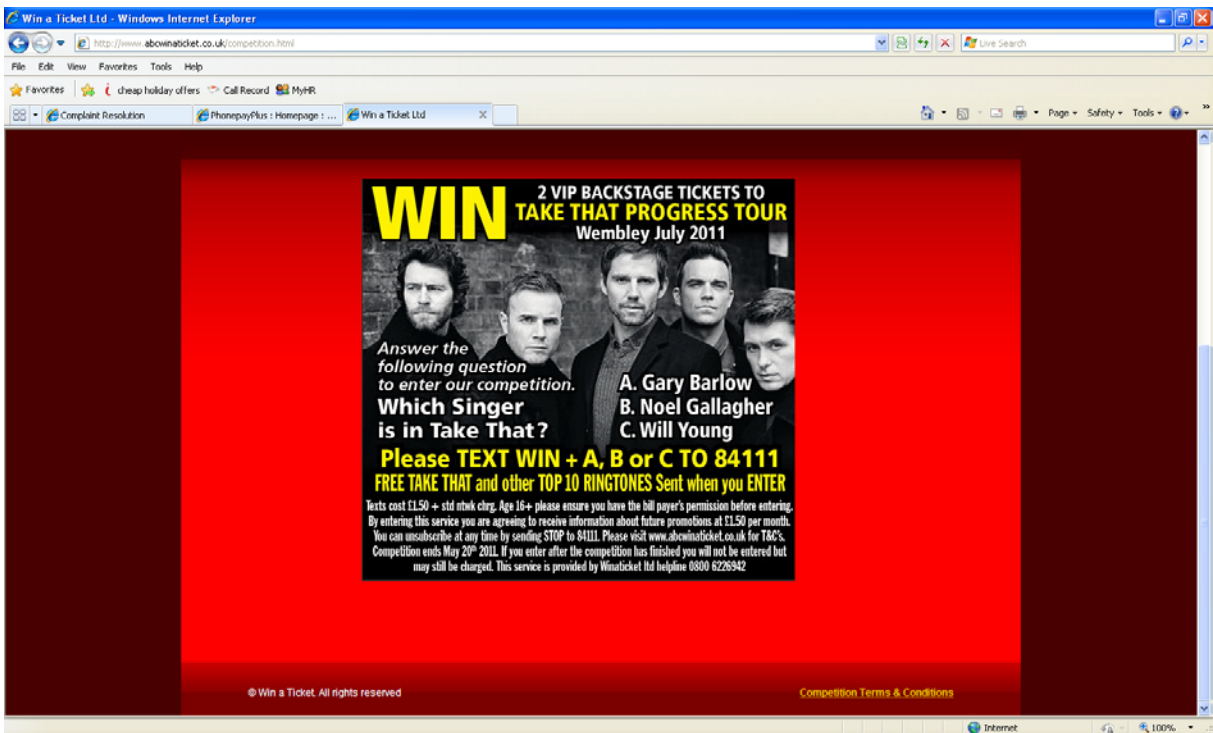
Subscribe to our monthly service charged at £1.50 per month

Winaticket Ltd
Tel: 0800 6226942

Mobile marketing solutions
For more info, cash prizes
Events please visit
www.abewinaticket.co.uk

Appendix B – Screenshots of the website promotion






Win a Ticket - Windows Internet Explorer
http://www.abowinaticket.co.uk/terms.html

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Complaint Resolution PhonepayPlus: Homepage: Win a Ticket

HOME PAGE COMPETITION



Win a Ticket

You chance to win with just one text!

Competition Terms & Conditions

1. These terms and conditions apply to all competitions featured on www.abowinaticket.co.uk.
2. By entering a competition entrants accept these terms and conditions together with any specific instructions and terms for such competition which may be mentioned on-air, in any electronic messages, or on the website ("Competition Information"). Such competition information shall prevail in the event of there being any inconsistency between these competition terms and conditions and any competition information.
3. Winaticket Ltd may cancel or amend any competition, competition information, or these terms and conditions without prior notice. Any changes will be posted either within the competition information or these terms and conditions.

Competition Entry

4. The competition is open to all residents of the United Kingdom. The minimum age limit is 18 years old at time of entry. There is no maximum age limit, except in relation to competitions where medical reasoning may deem that harm could be caused to the entrant. Where a prize involves travel of any description, any winner must have medical consent that He/She is able to undergo the journey at no risk to themselves or others.

In the event that there is any medical reason why an entrant may not claim an in particular, He/She must choose another prize of a less than or equal card

Win a Ticket - Windows Internet Explorer
http://www.abowinaticket.co.uk/terms.html

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Complaint Resolution PhonepayPlus: Homepage: Win a Ticket

except in relation to competitions where medical reasoning may deem that harm could be caused to the entrant. Where a prize involves travel of any description, any winner must have medical consent that He/She is able to undergo the journey at no risk to themselves or others.

In the event that there is any medical reason why an entrant may not claim an in particular, He/She must choose another prize of a less than or equal card prize.

People who may not enter are anyone within the following categories:

- a. Employees of any company within Winaticket Ltd,
- b. Any company involved in the organisation, management, promotion, or administration of the competition or its entry routes or donation of prizes or their agents or subsidiaries,
- c. Any company involved in any capacity in the offering of the prizes in whole or in part.

5. Where the competition information specifies possible limitations or requirements, winaticket Ltd reserves the right to ask for proof and in all competitions evidence to verify the identity of an entrant at any time, and may use any channels and methods available to carry out checks of any details provided. Entrants may only enter the competition in their own name.
6. The opening and closing dates and times for entries are as indicated in the competition information. Any entries received before the opening and after the closing of the competition will be invalid and will not be entered into the competition, but may be charged.
7. By entering the competition entrants warrant that all information submitted by them is true, current, and complete. Entrants also warrant that they are the copyright owners of any copyright works submitted, for example photographs and drawings, and Winaticket Ltd's use of such works will not infringe the rights of any third party.
8. Where indicated in the competition information, some competitions are only open to registered users of the winaticket website. There is no charge for registration.
9. Users may only enter 20 times per day. Premium service rules state that any user may only spend £30 per day on premium services. Entries received in excess of this limit will be invalid and will not be entered into the competition.
10. Entry to the competition may only be made through the applicable method(s) indicated in the competition information. Not all of the following methods of entry may be available for entry to each competition. The following terms and conditions will apply where the method is indicated as being available in the competition information.

a. Text ("SMS") entry

Where specified in the competition information as an available method of entry to the competition, SMS entrants are required to send a text to the shortcode or number as indicated in the competition information. Texts received by winaticket Ltd will be charged at the standard operator rate, which will vary depending on the entrant's mobile network provider. When a text message is received from winaticket Ltd, sent to the same mobile phone from which the answer was sent, acknowledging receipt of the entry (a "Text Acknowledgement"), this will result in the entrant being charged the charge stated in the

Win a Ticket - Windows Internet Explorer
http://www.abowinaticket.co.uk/terms.html

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Complaint Resolution PhoneyPlus: Homepage : Win a Ticket

Where specified in the competition information as an available method of entry to the competition, SMS entrants are required to send a text to the shortcode or number as indicated in the competition information. Texts received by winaticket Ltd will be charged at the standard operator rate, which will vary depending on the entrant's mobile network provider. When a text message is received from winaticket Ltd, sent to the same mobile phone from which the answer was sent, acknowledging receipt of the entry (a "Text Acknowledgement"), this will result in the entrant being charged the charge stated in the competition information. Please check with the relevant mobile network provider what standard network charge will apply. In the event that the entrant has insufficient funds, credits or capacity on their handset (as applicable) for the Text Acknowledgement to be successfully sent by Winaticket Ltd and received by the entrant within 72 hours of the original entry being received by Winaticket Ltd, the relevant entry will be deemed ineligible and will not be accepted.

Entrants sent by text message which are received after the stated competition closing time will be invalid and will not be entered into the competition. If a text message entry is received by Winaticket Ltd within 24 hours of the stated competition closing time, the entrant will receive a free text message from Winaticket Ltd informing them that their entry was received late and was not therefore entered into the competition. The message will provide details of how the entrant can obtain a refund of the standard network charge imposed by the entrant's mobile network provider when they entered the competition by text message (up to a maximum of 12p). If a text message entry is received by Winaticket Ltd more than 24 hours after the stated competition closing time, the entrant will receive a free text message from Winaticket Ltd informing them that their entry was received late and was not therefore entered into the competition but the entrant will not be entitled to obtain any refund.

Entrants must have the permission of the bill payer before entering. SMS entries received after the notified competition closing time will not be valid. Winaticket Ltd accepts no liability for any SMS entry charges incurred regardless of whether the entry is received before the competition closing time. SMS entrants will receive a SMS confirmation text message of their entry, which may include information about the programme, its sponsor or other services relating to the competition. SMS entrants will automatically opt out of receiving any future marketing texts, however opt into receiving 1 additional free text at the end of the twelve months asking if they wish to re-enter. (please see rule 27 of these terms and conditions).

b. Web entry

Where specified in the competition information as an available method of entry to the competition, web entrants are required to follow the instructions on the website as indicated in the competition information. Entrants will receive a message confirming entry to the competition. Web entrants may be required to supply their name, and/or email address and/or a contact telephone number and/or any other details. In the event that entrants are required to pay to enter online, entrants will need to use the relevant payment service indicated in the competition information, and may need to open an account and register to pay for online entry to the competition. Online entry costs will be as indicated in the competition information. Entrants must read and accept the terms and conditions relating to the online entry pay service before proceeding with such a web entry. Web Entrants on the entry form may opt into receiving future marketing messages from Winaticket Ltd. On entering via the Web all entrants whether opting into or out of future marketing will receive one e-mail to the e-mail address supplied and one free text to the number supplied on the online entry form at the end of the 12 months asking if they would wish to re-enter.

11. Neither Winaticket Ltd nor its servants, agents, nor any other party or organisation involved in the management, promotion, or administration of the competition or its entry routes or donation of prizes or their agents or subsidiaries involved in the competition will accept responsibility or liability for any error, omission, interruption, deletion, defect, delay in operation or transmission, communication line failure, theft, destruction, alteration of, or unauthorised access to entries, or entries lost or delayed whether or not arising during operation or transmission as a result of server functions, virus, bugs or other causes.

12. Entries submitted through agents or third parties or in bulk (i.e. more entries than a human being could submit in the time available without the use of software or other devices designed to make automated entries or, in the case of postal entries, more than one entry submitted under the same postage stamp) will not be accepted. Entrants may enter as many times as they like unless otherwise indicated in the competition information but no more than one prize per person per competition will be awarded.

Win a Ticket - Windows Internet Explorer
http://www.abowinaticket.co.uk/terms.html

File Edit View Favorites Tools Help

Complaint Resolution PhoneyPlus: Homepage : Win a Ticket

13. Entries submitted through agents or third parties or in bulk (i.e. more entries than a human being could submit in the time available without the use of software or other devices designed to make automated entries or, in the case of postal entries, more than one entry submitted under the same postage stamp) will not be accepted. Entrants may enter as many times as they like unless otherwise indicated in the competition information but no more than one prize per person per competition will be awarded.

13. Any entries which are incomplete, incorrect, inaudible, incomprehensible, or not received by Winaticket Ltd will be void. An entry to the competition will be deemed to be an invalid entry where an entrant has evaded payment of the applicable entry charges when entering the competition.

14. In the event of any fault, mistake, misunderstanding or dispute concerning the correctness or acceptability of the entry or any answers given by entrants (if applicable) or the operation of any part of the competition (in the case of postal entries, a postal strike for example), network or phone system, the decision of Winaticket Ltd shall be final and no correspondence will be entered into.

15. Winaticket Ltd will not be liable to reimburse expenses incurred in making an entry in any competition. Where Winaticket Ltd decides in its sole discretion that an entrant is eligible for a refund, eligibility for refunds will be notified to relevant entrants. Winaticket Ltd reserves the right to refuse to refund any messages where it suspects dishonest or fraudulent conduct on the sender's part or where the entrant has not complied with the rules of the competition (for example, in exceeding the maximum number of entries).

Prizes

16. The prize to be specified in the competition information. Where the prize involves the winner travelling, the winner (and their companion(s) if applicable) may be required to hold a valid passport and/or other necessary travel documentation and visas. Where the prize necessitates travel on a specific date, the winner (and their companion(s) if applicable) must be able to travel on the date specified by Winaticket Ltd and no alternative dates will be available. Where the prize involves travel on a date and/or destination to be chosen by the winner, the date and/or destination chosen is subject to availability and Winaticket Ltd reserves the right to include a final date by which the prize must be taken. Where the prize involves travel to a destination outside the United Kingdom, winaticket Ltd will use reasonable endeavours to arrange direct flights from an airport conveniently located for the winner but may require the winner to fly from a London airport. The winner is solely responsible for travel to and from the UK airport specified by winaticket Ltd and all insurance, applicable taxes and for any costs, expenses and charges not specified as being included in the prize description in the competition information. The prize is subject to the terms and conditions of the manufacturer or supplier.

17. All winners must agree to any promotional activities winaticket Ltd deems necessary and must agree to have their name, photo and home town being published in any media required. winaticket Ltd reserves the right to select an alternative winner in the event that these requirements are not met.

18. The process for determining the winner of the prize is randomly selected from all correct and valid entries, the draw for the winner will take place within 7 days of the date on which the competition closes.

19. Any competition requiring a subjective assessment in the selection of winning entries will be judged by winaticket Ltd and, if required by law or regulation, an independent person.

20. winaticket Ltd will attempt to notify the winner for up to 14 days after the closing date and time for entries to the competition. He/she will be contacted, by SMS text and/or e-mail, provided when entering the competition. The winner will have a specified fixed time period in which to claim his or her prize. If winaticket Ltd is unable to notify the winner, or if the winner fails to respond within the fixed time period as specified and/or provide an address for delivery of the prize, this may result in forfeiture of the prize and winaticket Ltd reserves the right to select an alternative winner in accordance with these terms and conditions and the competition information.

Win a Ticket - Windows Internet Explorer
http://www.aboveticket.co.uk/terms.html

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21. winaticket Ltd may in its sole discretion refuse to provide a prize, or seek its recovery, in the event of non-entitlement under these terms or an entrant's breach of these terms, fraud, dishonesty, or other inappropriate or improper conduct including but not limited to the use of technology which enables an entrant to evade charges when entering the competition or the improper use of technology when entering the competition.

22. winaticket Ltd reserves the right in its sole discretion to withhold delivery of the prize until such proof of eligibility and identity has been confirmed or if such proof is not produced on request or to disqualify the entrant from the competition.

23. winaticket Ltd endeavours to deliver the prize to the winner within twenty eight (28) days from the date of the draw, unless otherwise specified to the winner. Delivery restrictions may apply. No cash equivalent (where applicable) or alternative prize will be given and the prize is non-transferable and non-exchangeable. However, winaticket Ltd reserves the right to change the prize due to circumstances beyond its control or to offer an alternative of similar value.

24. In certain circumstances as decided by winaticket Ltd a cash alternative may be offered. Such circumstances may include (but are not limited to) the prize being inappropriate for the age of the winner, the prize being no longer available.

25. Where the prize includes a cheque, such cheque will be made payable to the name of the winning entry in pounds sterling. A cheque prize cannot be made payable to any third party. No other form of payment will be made.

Data Protection and Publicity

26. Winaticket Ltd (or any third party nominated by Winaticket Ltd) may exercise its sole discretion to use the winner's (and if applicable) their companion's) name, address, and image and their comments relating to the prize and competition experience for future promotional, marketing and publicity purposes in any media worldwide without notice or without any fee being paid.

27. Information, data and the caller line identity ("personal data") which is provided by entrants when they enter will be held and used by Winaticket Ltd and their suppliers and contractors in order to administer the competition. If entrants call from a withheld caller line identity and do not provide their caller line identity when entering the competition, Winaticket Ltd may use the withheld caller line identity for customer care purposes such as refunds or communications relating to a service e.g. to notify a winner. Entrants' personal data may also be passed to their mobile phone network or to relevant regulatory bodies including PhonepayPlus, the police or other authorities in the course of the investigation of any complaints or suspected unlawful activity or where requested by the phone provider in connection with the billing arrangements for the competition. Aggregate, non personal data may also be used for the purpose of undertaking or in facilitating reviews, developments and improvements to relevant services.

28. Any personal data will only otherwise be used in accordance with Winaticket Ltd's privacy policy.

Liability

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Liability

29. Nothing in these terms and conditions shall exclude or limit winaticket Ltd's liability for death or personal injury caused by their staff or supplier's negligence or for fraud. Subject to this, winaticket Ltd cannot accept any responsibility for any damage, loss, injury or disappointment suffered by any entrant entering the competition or as a result of accepting any prize. Winaticket Ltd is not responsible for any problems or technical malfunction of any telephone network or lines, computer on line systems, servers, or providers, computer equipment, software failure of any email or entry to be received on account of technical problems or traffic congestion on the internet, telephone lines or at any web site, or any combination thereof, including any injury or damage to entrants or any other person's computer or mobile telephone related to or resulting from participation or downloading any materials in the competition.

30. Winaticket Ltd cannot promise that the services relating to the competition will be free from errors or omissions nor that they will be available uninterrupted and in a fully operating condition. These services may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons reasonably beyond the control of winaticket Ltd. winaticket Ltd will not be liable in the event that all or any part of the service relating to the competition is discontinued, modified or changed in any way.

Standard terms

31. In the event that any entrant does not, or is unable to, comply with and meet these terms and conditions and the competition information, winaticket Ltd shall be entitled at its sole discretion to disqualify such entrant, without any further liability to such entrant. Any entrant must comply with any directions given to him or her by winaticket Ltd including but not limited to any and all relevant laws, rules and regulations, and where applicable, compliance with PhonepayPlus Code of Practice.

32. These terms and conditions and the competition information shall be exclusively governed by and construed in accordance with the laws of England.

33. Please note that calls may be recorded to ensure that competition entries are captured, for staff training and quality control purposes.

34. Winaticket Ltd's Customer Services team may be contacted on 0800 6226942

35. These terms and conditions were last updated on 10th November 2010.

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