

1. The competition is run by Kraken Ventures Ltd trading as Kraken Travel, registered address: 20-22 Wenlock Road, London, England, N1 7GU

Entries

2. In order to enter the competition (the “competition”), you must sign up to the competition page by entering your email address and Virtual Regatta Offshore username between 26th October 2020 and 2359GMT on 8th November 2020 on this webpage

<https://kraken.travel/tactical/virtual-vendee-2020/> (each email address is an “Entry” and together the “Entries”). By posting an Entry you will be deemed to have irrevocably agreed to these Terms and any terms and conditions cross-referenced in these Terms.

3. The Competition is free to enter and no purchase is necessary.

4. To be eligible for the Competition and submit a valid Entry, you must (a) be over 18 years of age; (b) not be an employee of any Kraken Travel company or a family member of such an employee; and (c) accept these Terms.

5. Only one Entry per person will be accepted. All additional Entries will be automatically disqualified.

6. Your Entry must be your own work and you represent and warrant that you have not copied wording or images from a third party or infringed the intellectual property rights of any third party by submitting your Entry.

7. The Competition opening time will be 1700 GMT on 26th October 2020. All entries must be received by 2359 GMT on 8th November 2020. If you submit an Entry after the Closing Time you will not be entered into the Competition.

8. The winning Entry will be the entrant who crosses the finishing line of Virtual Regatta Vendee Globe 2020 first (the “Winner”).

9. Entrants must send a screen shot of their finishing position to hello@kraken.travel within 48hrs of completing the Virtual Regatta Vendee Globe 2020.

10. If no participants have submitted their entry before 2359GMT on 16th February 2021, the prize will be awarded to an entrant drawn at random.

11. The Winner will be notified via email as soon as possible after the Winner has been chosen. The Winner must accept the Prize by replying to the email within 24 hours of being notified as the Winner. If Kraken Travel does not receive a response within 24 hours of when Kraken Travel first tries to contact the relevant Winner, Kraken Travel reserves the right to award the Prize to the next finisher entrant and the original Winner will have no right to insist on receiving the Prize. Thereafter the alternative entrant shall be the Winner for the purposes of these Terms.

12. Responsibility for determining the operation and results of the Competition including eligibility and the ultimate Winner, and all decisions relating to the Prize rests solely with Kraken Travel. Kraken Travel's decision shall be final and binding and no correspondence will be entered into concerning any of these matters.

13. Any person found to be submitting unsolicited bulk messages (i.e. spam) will be disqualified from the Competition.

14. Kraken Travel can, in its absolute discretion, disqualify any entrant for breach of or non-compliance with these Terms or the submission of any material containing obscenity, defamation, an invasion of privacy or other objectionable content. Kraken Travel may vary or amend these Terms, change the Prize or terminate this Competition without prior notice. You agree that no liability shall attach to Kraken Travel or any other Kraken Travel company as a result thereof and that, in such circumstances, no compensation will be payable.

15. If you do not correctly submit your Entry in accordance with these Terms, you will not be eligible to win the Prize. Kraken Travel takes no responsibility for any Entries that are lost, delayed, corrupted, damaged, incomplete or otherwise invalid. Kraken Travel will not be responsible for any technical fault or failure which prevents a person from entering the Competition.

The Prize

16. Subject to availability and these Terms, the Winner shall receive a £200 Kraken Travel voucher (the "Prize").

17. No part of the Prize may be exchanged or transferred and no cash alternatives will be offered. The Prize is subject to availability. If any part of the Prize stated is unavailable, an alternative of the same value will be supplied.

18. The Prize and each element comprising the Prize are not transferable or exchangeable. The Prize has no cash value and cannot be taken as cash or for any other item or benefit. If for any reason the Winner does not make use of the Prize including if the Prize is not claimed or redeemed, they shall not be entitled to any alternative prize. In each case, no refund or compensation will be provided.

19. In the event of an infringement by the Winner of these Terms or any other terms incorporated into these terms by reference, Kraken Travel reserves the right to withdraw the Prize and shall not be obliged to offer an alternative.

20. The Winner enjoys the Prize at its own risk. The Winner is responsible for safeguarding his or her property when enjoying the Prize and Kraken Travel and the Kraken Travel companies shall not be liable for property lost, stolen or damaged at the event.

General

21. Your entry and participation in the Competition will also be subject to the Kraken Travel terms and conditions of usage

22. Kraken Travel reserves the right, at its sole discretion, to amend these Terms or to withdraw, amend, cancel the Competition at any time and without notice. No liability shall attach to Kraken Travel or any Kraken Travel company as a result thereof and, in such circumstances, no compensation will be payable. Any changes to these terms will be posted on this page.

23. Your personal information (including your name and email address) will be collected, stored and processed by Kraken Travel in a database for the purposes of managing the Competition. Such information will not be used for any other purpose than as stated in these Terms or as separately accepted by you. Kraken Travel may contact you by email from time to time to tell you about Kraken Travel activities and news. You may unsubscribe from any such communication at any time by notifying us via <http://www.kraken.travel>

24. Any personal data which you provide will be held and processed in accordance with the requirements of the Data Protection Act 1998.

25. By submitting an Entry, you consent to the use of your Entry on Kraken Travel and associated social media channels and other Kraken Travel company websites.

26. The Winners agree to take part in all reasonable Competition-related publicity as requested by Kraken Travel. Kraken Travel may require additional information from the Winners in order for the Winners to enjoy the Prize. If the Winner does not provide this information within a reasonable time after Kraken Travel request, Kraken Travel reserves the right to withdraw the Prize without further notice. Kraken Travel accepts no responsibility for any loss (including disappointment and/or the inability to enjoy a Prize) caused by the Winners failure to provide such information.

27. Neither Kraken Travel nor any Kraken Travel company shall be liable for any failure to comply with its obligations caused by (but not limited to) weather conditions, fire, flood, strike, hurricane, volcanic eruption, earthquake, industrial dispute, war, terrorist activity, hostilities, political unrest, riots, civil commotion or any other circumstances beyond the control of that Kraken Travel company.

28. This Competition is governed by English law and any dispute arising from this Competition shall be subject to the exclusive jurisdiction of the English courts.