

## **Competition Participant Terms and Conditions for the Kilroy Explorer Program**

These Terms and Conditions govern the Kilroy Explorer Program (the “Competition”) offered by KILROY TRAVELS UK LIMITED, registered at Companies House with company number 14416824, whose registered address is 1 Chapel Street, Warwick, United Kingdom, CV34 4HL (“Kilroy”).

### **The Competition**

1. These Terms and Conditions apply to the Competition offered by Kilroy and do not apply to any other services offered by and/or agreements with Kilroy.
2. The Promotion is only open to persons aged 18 and over, and resident in Belgium, Denmark, Finland, Iceland, the Netherlands, Norway, Sweden and the United Kingdom.
3. A person who submits an entry (a “Participant”) agrees to be bound by these terms and conditions.
4. Participation in the Competition is excluded for employees of Kilroy and their relatives/spouse, as well as anyone who is directly or indirectly involved in any way in the development and the implementation of the Competition.
5. In entering the competition, you confirm that you are eligible to do so and eligible to claim any prize you may win. Kilroy may require you to provide proof that you are eligible to enter the competition.
6. By entering the Competition, you agree to create short videos and photographic imagery on behalf of Kilroy to celebrate and promote Kilroy’s products and services, and be a Kilroy ambassador, if selected as a winner.
7. Kilroy reserves the right to disqualify any Participant whose conduct is contrary to the spirit or intention of the Competition.

### **How to Enter**

8. The Competition application process runs from Thursday 29<sup>th</sup> February (the “Opening Date”) to Thursday 11<sup>th</sup> April 2024 (the “Closing Date”). Finalists will be

## **KILROY**

notified on Friday 26<sup>th</sup> April and must be available for second round interview between Monday 29<sup>th</sup> April and Thursday 16<sup>th</sup> May 2024.

9. All entries must be received by Kilroy no later than 23:59pm (local time) on the Closing Date. All entries received after the Closing Date are automatically disqualified.
  
10. Participants enter the Competition by uploading a video of up to 1-minute in duration via their Instagram or TikTok account responding to one of the following prompts:
  - a. Tell us about an unexpected travel experience
  - b. Give us some of your 'Less Ordinary' tips, tricks and hacks
  - c. Tell us about a passion that you currently have, or a skill you want to start (diving, dancing, rock climbing, pottery making, etc.) and where in the world you'd like to try it out

Please note that participants must have a public profile on Instagram in order for Kilroy to access their entry.

11. With the video entry to the Competition, Participants should showcase content creation skills including storytelling, editing and videography. It's these skills that will be judged by the Kilroy judging panel when deciding the competition winners.
  
12. To enter, Participants must provide their full name and email address.
  
13. To enter the Competition, Participants must follow and tag their local Kilroy account on either Instagram or TikTok, and include their name, age, and where they would like to travel to in the caption and use the hashtag #explorerprogram2024. Any video entries that do not adhere to these requirements may be disqualified from the Competition.
  
14. By entering this Competition, Participants agree to their first name and social media handle being displayed on the Kilroy website and social media channels.

### **The Prizes**

15. Participants in the Competition have a chance to win one of nine travel experiences worth between EUR2,500 to EUR5,000. The prizes available to win are:

- a. 22-day trip to Mexico and Belize including international return flights in economy class, an 8-day group tour of Mexico, an internal flight from Puerto Escondido to Cancun, a 5-day learn to dive package in Mexico and a 9-day group tour of Belize
- b. 22-day trip to India and Nepal including international return flights in economy class, a 4-day arrival package in Delhi, a 15-day group tour of Northern India from Delhi to Kathmandu and a 1-day cycling tour in Kathmandu
- c. 20-day trip to Chile and Argentina including international return flights in economy class, a 3-day arrival package in Buenos Aires, an internal flight from Buenos Aires to El Calafate, a 3-day arrival package in El Calafate, a 6-day W Trek group tour, an internal flight from Puerto Natales to Puerto Montt, a 4-day Puerto Varas and Chiloe experience, an internal flight from Puerto Montt to Santiago and a 3-day arrival package in Santiago
- d. 19-day trip to Vietnam including international return flights in economy class, a 4-day Sapa village trek, a 10-day group tour of Vietnam from Hanoi to Ho Chi Minh City, and a 4-day package in Ho Chi Minh City
- e. 22-day trip to Tanzania including international return flights in economy class, a 9-day group tour of Tanzania, a 5-day learn to dive package in Zanzibar and a 7-day volunteer construction project in Zanzibar
- f. 22-day trip to Panama including international return flights in economy class and a 21-day travelling classroom around Panama learning Spanish with additional activities included
- g. 25-day trip to South Korea and China including international return flights in economy class, a 12-day group tour in South Korea and an 11-day group tour in China
- h. 22-day trip to Cambodia and Laos including international return flights in economy class, a 10-day group tour in Cambodia and an 11-day group tour in Laos, ending in Bangkok
- i. 21-day trip to Fiji and New Zealand including international return flights in economy class, a 7-day island hopping package in Fiji with accommodation, a 5-day learn to dive package in Fiji and an 8-day group tour of the South Island in New Zealand

16. All prizes will be booked and provided by Kilroy. Participants are responsible for carrying valid photo IDs, passports, and any other required documentation such as

## **KILROY**

visas, travel insurance and/or proof of vaccination, prior to departure, and are responsible for all associated costs.

17. Prizes and their travel arrangements must be booked by Friday 28<sup>th</sup> June 2024 for travel before 16<sup>th</sup> December 2024.
18. The prize does not include meals not already included in the tour arrangements, transport to the departure airport, or any optional activities. The cost of these are the responsibility of the winners. As a travel agency, Kilroy is able to provide booking assistance with services related to the prize, but booking further services with Kilroy is not a requirement to claim the prize. Winners will be provided with a full itinerary showing inclusions and a recommended budget for additional costs.
19. Prizes claimed are subject to Kilroy's standard booking terms and conditions, which can be found [here](#).
20. Images are for illustrative purposes only.
21. Prizes are subject to availability. Kilroy reserves the right to substitute the prize, or elements of the prize, with a prize of equal or greater value.
22. Exchanging or returning prizes is not possible. The prize is personal and not transferable or exchangeable for money.
23. The final value of the prize depends on the destination, date of travel and available flight tickets. Any difference in value between the final cost and the advertised 'up to EUR5,000' is not transferable or exchangeable for money, or other services. Although the final monetary value of the prize trips may differ, the packaged inclusions of travel experiences and services is comparable, as is the duration of the prize trips.
24. The final duration of the prize trip is subject to change and depends on available flight connections and the addition of any optional activities, touring or accommodation the winner may wish to include, at their own cost.

## **Winners**

## **KILROY**

25. There will be a total of eight Competition winners – one winner from each Kilroy territory (Belgium, Denmark, Finland, Iceland, the Netherlands, Norway, Sweden and the United Kingdom).
26. All valid entries (subject to moderation) during the Competition period will be judged by an internal panel of Kilroy Marketing Managers, Social Media Coordinators and Content Creators. 24 finalists will be chosen and will be reviewed by the same panel of judges with the addition of an independent judge to decide the final eight winners.
27. Winners will be decided in two rounds:
  - a. In round one, Participants will be selected based on their video entry to the Competition. This video entry will be judged by the Kilroy panel. Three finalists will be selected per territory based on their content creation skills – judged according to the level of storytelling, editing and videography displayed in the Competition video entry. Finalists will be notified on Friday 26<sup>th</sup> April 2024 via the email they used to enter the Competition.
  - b. In round two, finalists will be invited to attend an online interview with the Kilroy panel, plus one independent judge. The interview will last approximately 45-60 minutes and the Participants will be asked questions based on their content, creation style, travel experience, skills and passion. The final eight winners will be chosen based on their content creation skill level and style, social media profiles, and how well they fit with the Kilroy ethos. Winners will be notified on Friday 24<sup>th</sup> May 2024 and will be publicly announced on Friday 31<sup>st</sup> May 2024.
28. Winners will have until Wednesday 29<sup>th</sup> May to accept their prize trip and their role as Kilroy ambassador. Failure to do so may result in another finalist being awarded the prize trip instead.
29. By accepting a prize, winners agree to:
  - a. Create a minimum of three short form videos to be used for Instagram and/or TikTok, produce two takeovers on their local Kilroy social media account, one live, a minimum of 75 unique raw video clips and 50 unique high-quality, unedited photos of the destinations and activities included in the prize.
  - b. Provide Kilroy with all the raw video footage and imagery collected during the prize trip.

## **KILROY**

- c. Grant Kilroy the indefinite and exclusive right to use this content worldwide across Kilroy's channels, including, but not limited to, social media platforms, websites and promotional marketing materials.
  - d. Participate in a post-trip Q&A either locally or online.
  - e. Waive any right to inspect or approve the finished photographs or electronic matter that may be produced from the raw video footage and imagery provided to Kilroy.
  - f. Waive any right to attribution as the content creator.
  - g. Only use the content produced on the prize trip to promote Kilroy's product and services, and not use or distribute the content in any manner that may be competitive or detrimental to Kilroy.
  - h. Provide content to Kilroy at regular intervals during the prize trip and no later than 10 days upon returning from the prize trip. Failure to do so may result in the termination of further services provided in the prize trip, including but not limited to transport, touring and accommodation.
  - i. Act as an ambassador for Kilroy and behave positively and professionally when undertaking the prize trip and communicating with social media audiences.
  - j. To act as an independent creator and not as an employee or agent of Kilroy for any purpose whatsoever.
  - k. Not to enter any other endorsement arrangements directly or indirectly with any competitor of Kilroy during the term of the agreement with Kilroy.
  - l. Not to promote any other collaborations during the prize trip, unless approved by Kilroy in writing.
  - m. Provide quotes and one interview after completion of the Explorer Program prize trip for use in Kilroy's and third-party media.
30. The decision of Kilroy is final, and no correspondence or discussion will be entered into.
31. If winners are not able to book their prize by Friday 28<sup>th</sup> June 2024, the prize will be forfeited, and a replacement winner selected. No substitutes or extensions will be made.
32. Winners agree to behave in accordance with any applicable rules of conduct of Kilroy and/or other third parties concerned at any locations of Kilroy and/or third

parties.

33. Kilroy must either publish or make available information that indicates that a valid prize award took place. To comply with this obligation Kilroy will publish the name and city of the eight prize winners on their Instagram channel and website by Friday 31<sup>st</sup> May 2024.
34. If you object to your name and likeness being published or made available in relation to the winners' announcement, please contact Kilroy at [marketing@kilroy.co.uk](mailto:marketing@kilroy.co.uk). In such circumstances, Kilroy must still provide the information and winning entries to the local advertising standards authorities on request.

## **Responsibilities**

35. Winners agree to be responsible for securing permission to use the image of people captured on video or in photos in the content produced for Kilroy as part of the Competition. A media release form will be made available to all winners, but it is the winner's responsibility to collect these permissions while creating content.
36. Winners agree to be responsible for any liability in the use of third-party content and for any copyright infringement or other legal violations when creating content on the prize trip.
37. Winners will be responsible for making all deductions and performing all acts necessary under income tax legislation, superannuation legislation, payroll tax legislation, or other legislation that provides for long service leave or annual holidays to be paid and the winners agree to pay and be solely responsible for all entitlements, whether relating to any contract of employment, long service leave, worker's compensation, superannuation, annual holiday or award entitlements of its employees or others who make their services available to the winners in relation to the obligations expressed or implied by this agreement. The winners agree to indemnify Kilroy from any and all liabilities, obligations, claims, penalties or costs suffered or incurred in relation to taxation or employment matters referred to in this paragraph.

## **KILROY**

38. Winners agree to be responsible for checking local regulations governing influencer marketing in respect to promoting Kilroy content produced during the Explorer Program on the winner's social media channels. For the UK, please consult [ASA regulations](#).
39. Participants' data will be processed by Kilroy and is subject to Kilroy's privacy policy, which can be found [here](#). Kilroy will use this data to send notification emails to Participants during the Competition. Once the Competition ends and winners have been notified, Participants will not receive further communication from Kilroy unless they have signed up to receive marketing communications, unless the communication is relevant to the Competition.
40. Participants guarantee that the personal data provided during the participation procedure is correct, truthful, up-to-date and complete. The foregoing is required to be able to send any prize winners details of their prize.

### **General**

41. Any complaints or questions about the Competition, prizes or these Terms and Conditions may be sent directly to [marketing@kilroy.co.uk](mailto:marketing@kilroy.co.uk). Kilroy will endeavour to respond to questions and complaints within 10 working days after receiving the communication.
42. Kilroy reserves the right, at its own discretion, to exclude Participants from the Promotion if Kilroy has any reason to believe the Participant has violated these Terms and Conditions.
43. Kilroy also reserves the right to prematurely terminate, interrupt or change the Promotion at its own discretion and without prior notice and/or modify the prizes that can be obtained if it becomes necessary to do so.
44. These terms and conditions are governed by English law. If any Participants to this promotion wish to take court proceedings, then they must do this within the courts in the United Kingdom.