

Miss Monster Energy Speedway Search

Voting Terms & Conditions

Please read these terms & conditions ("**Terms**") carefully. By downloading an Image from the Website and entering this Promotion each participant ("**you**", "**your**") is agreeing to be bound by these Terms. You should also read the privacy policy at [http://spdmedia.speedwaygp.co.uk/docs/Speedway PRIVACY POLICY March 2016.pdf](http://spdmedia.speedwaygp.co.uk/docs/Speedway_PRIVACY_POLICY_March_2016.pdf).

Promotion

1. The website at www.speedwaygp.com (the "**Website**") shall contain a selection of images for five (5) Monster Girls (each an "**Image**") one (1) of which you can select to count as a vote for your favourite Monster Girl ("**Vote**"), which will be considered by the Jury (defined below) in determining the winner of the Miss Monster Energy Speedway Search (defined below). When you Vote you shall automatically be able to download that Image as a low resolution JPEG file (each a "**Download**") (the "**Promotion**").
2. In order to enter this Promotion you must be eighteen (18) years of age or over and resident in Czech Republic, Denmark, Germany, Latvia, Poland, Slovenia, Sweden or the United Kingdom.
3. You are limited to one (1) Vote and you shall not attempt to Vote for more than one (1) Image. Monster Energy and/or BSI reserve the right to refuse a Vote from any individual who attempts to Vote for more than one (1) Image.
4. The Promotion is being organised and operated by Monster Energy Europe Limited of Unit 51 Metropolitan Park, Bristol Road, Greenford, Middlesex UB6 8UP ("**Monster Energy**") and BSI Speedway Limited of Building 6, Chiswick Park, 566 Chiswick High Road, London W4 5HR ("**BSI**"). (Monster Energy and BSI shall be together be referred to as "**we**", "**us**" as applicable).
5. The Promotion is being conducted through the Website and promoted through Monster Energy social media platforms, at the 2017 FIM Speedway World Cup events, and on BSI's social media sites.
6. Votes will be available from 00.00 am on 13 May 2017 ("**Commencement Date**") until 23:59 am on 23 September 2017 ("**Closing Date**").
7. All times and dates set out in these Terms refer to times and dates in the United Kingdom. In the event of any dispute over the time of a Vote, the decision of Monster Energy shall be final.
8. No purchase of any product or payment is required.
9. You will require a computer and internet access to participate in this Promotion. No refund may be claimed for expenses related to the use of an internet connection for the purpose of participating in the Promotion.
10. Each Image Downloaded is available for your personal use only and you shall not have the right in any circumstance to manufacture, distribute or sell, or authorize the manufacture, distribution, or sale of any Image or any merchandise, item or product displaying or containing any Image.
11. For the avoidance of doubt, Votes can only be made between the Commencement Date and Closing Date. Monster Energy and BSI take no responsibility for Votes and/or Downloads that are delayed, incomplete or lost due to technical reasons or otherwise.
12. After the Closing Date, the number of Votes will be calculated by BSI using an automated system.

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13. On 28 September 2017 a panel of consisting of two (2) Monster Energy employees and/or representatives, one (1) BSI employee and/or representative and one (1) independent person ("**Jury**") will determine the Monster Girl they think should be Miss Monster Energy Speedway based on their assessment of which Monster Girl best meet the Selection Criteria ("**Miss Monster Energy Speedway Search**"): being the Monster Girl who:
 - a) is energetic, outgoing and personable, has personality and individualism but is determined and professional;
 - b) provides the best performance as a model at the 2017 FIM Speedway World Cup in terms of attitude and promotion of Monster Energy and the FIM Speedway World Cup; and
 - c) has proven popular through a large number of Votes.
14. For the avoidance of doubt the Monster Girl with the most Votes will not necessarily be determined as "*Miss Monster Energy Speedway*", but as set out above, this shall be part of the Selection Criteria.
15. The decision of the Jury shall be final.

16. On 07 October 2017 the chosen "*Miss Monster Energy Speedway*" will be announced at the Speedway event in, on the Website and via social media platforms of Monster Energy and BSI.
17. A subsequent photo shoot shall be carried out by Monster Energy of "*Miss Monster Energy Speedway*" and the best photos selected by Monster Energy from that photo shoot shall be made available for viewing purposes on the Website and social media platforms of Monster Energy and BSI.

Miscellaneous

18. To the fullest extent permissible by law, neither Monster Energy, BSI nor any of its affiliate companies, employees, directors, employees, agents, assigns or sub-contractors accepts any responsibility or liability for any damage, loss, injury or disappointment suffered by any person accessing the Website and/or participating in the Promotion. Neither Monster Energy nor BSI are 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 e-mail or entry to be received on account of technical problems or traffic congestion on the internet, telephone lines or at any website, or any delay or failure of any postal or equivalent delivery service, or any combination thereof, including any injury or damage to a person's computer or mobile telephone related to or resulting from participating in the Promotion. Nothing shall exclude Monster Energy's and/or BSI's liability for fraudulent misrepresentation, death or personal injury as a result of the gross negligence of Monster Energy and/or BSI, or any other liability that cannot be excluded or restricted by law.
19. Downloads are non-transferable and there is no cash alternative. We reserve the right to substitute an alternative Image for download in the event that an advertised Image for Download is unavailable for reasons beyond its control.
20. Events may occur that render the Promotion to you impossible due to reasons beyond the control of us and accordingly we may, at its absolute discretion, vary or amend the Promotion and you agree that no liability shall attach to Monster Energy and/or BSI as a result thereof.
21. Monster Energy and/or BSI reserves the right to:
 - a) change the format of the Promotion and/or delay or postpone the Promotion or any stage(s), in whole or in part due to reasons beyond its reasonable control, without liability to you; and/or
 - b) refuse entry of any individual to the Promotion or future events organised by us:
 - i) refuse entry of any individual where we reasonably believe such individual has not complied with these Terms; or
 - ii) refuse entry of any individual where such individual is ineligible to participate in the Promotion (or if participation in the Promotion should have been refused for any reason whatsoever).
22. Save as expressly set out in these Terms, we have no liability for any costs or expenses that may be incurred by you. You will be liable for any tax chargeable in relation to their Image.
23. The Promotion and these Terms are governed by the laws of England and Wales and any disputes (contractual or non-contractual) arising under or in connection with Promotion or these Terms are subject to the jurisdiction of the Courts of England and Wales. Where such choice of law and/or jurisdiction is invalid, the Promotion and these Terms shall be subject to all applicable laws, regulations and/or jurisdictional requirements of a country of your residence.