

DATED

21 August 2020

WDC PRIZE COMPETITION TERMS AND CONDITIONS

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1. The Promoter

The promoter is: Warwick District Council of Riverside House, Milverton Hill, Leamington Spa CV32 5HZ

2. The competition

2.1 The title of the competition is: Pump Room Gardens Postcards from Home competition.

2.2 Submit one photograph or one artistic response (such as a drawing, painting or collage) with an entry form for the chance to have your image printed on a postcard and used in promotional materials.

3. How to enter

3.1 The competition will run from 09:00 on Friday 21 August 2020 (the "**Opening Date**") to 23:59 on Saturday 31 October 2020 (the "**Closing Date**") inclusive.

3.2 All competition entries must be received by the Promoter by the Closing Date.

3.3 All competition entries received after the Closing Date are automatically disqualified.

3.4 To enter the competition:

(a) For photographic entries, complete the online application form at www.warwickdc.gov.uk/PRGPostcards and upload your photograph by the Closing Date. Photographic entries must be submitted online and there is no paper entry form alternative.

(b) For artistic response submissions, complete a paper entry form and an artistic response using the template provided, both of which can be obtained from the reception at Royal Pump Rooms, The Parade, Leamington Spa, CV32 4AA. Artistic response submissions must be submitted by inserting the form and artistic response in the paper entry form box at the Pump Rooms reception by no later than 15:00 on the Closing Date. Artistic response entries must be submitted in paper form at the Royal Pump Rooms, and there is no online entry alternative. Due to the current COVID-19 pandemic and associated governmental restrictions, it is recommended that you check the Royal Pump Rooms website at https://www.warwickdc.gov.uk/royalpumprooms/info/27/royal_pump_rooms for any updates in relation to venue closing times, as the venue may need to close at short notice. for any updates in relation to venue closing times, as the venue may need to close at short notice.

- 3.5 Entries will be divided into the following categories:
- (a) age 7-11
 - (b) age 12-17
 - (c) age 18-25
 - (d) age 26+
 - (e) community groups
 - (f) primary schools
- 3.6 No purchase necessary and there is no charge to register for use of the website.
- 3.7 The Promoter will **not** accept:
- (a) responsibility for competition entries that are lost, mislaid, damaged or delayed in transit, regardless of cause, including, for example, as a result of equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind; or
 - (b) proof of transmission as proof of receipt of entry to the competition.
- 3.8 The Promoter will not accept images which contain inappropriate or explicit content.
- 3.9 By submitting a competition entry, you are agreeing to be bound by these terms and conditions.
- 3.10 For help with entries, please contact greenspaces@warwickdc.gov.uk.
- 3.11 The competition entries will be judged by a panel of 5 (five) judges who will select the entries they consider to be the best based on their own subjective opinion. Each judge will select their top 3 (three) entries from each category. The entrants with the most votes from each category will be the winners. The decision of the panel of judges (acting reasonably) will be final.
- 3.12 A list of names of the judges can be viewed on https://www.warwickdc.gov.uk/info/20311/major_parks/1609/pump_room_gardens_postcards_from_home_competition/2

4. Eligibility

- 4.1 The competition is only open to all residents in the UK, **except**:
- (a) employees of the Promoter or its holding or subsidiary companies;

- (b) employees of agents or suppliers of the Promoter or its holding or subsidiary companies, who are professionally connected with the competition or its administration;
 - (c) councillors of Warwick District Council; or
 - (d) members of the immediate families or households of (a), (b) and (c) above.
- 4.2 In entering the competition, you confirm that you are eligible to do so and eligible to claim any prize you may win. The Promoter may require you to provide proof that you are eligible to enter the competition.
- 4.3 If you are under the age of 18, you must obtain written parental or guardian consent to enter and claim your prize. The Promoter may ask the winners to provide proof of age.
- 4.4 The Promoter will not accept competition entries that are:
- (a) automatically generated by computer;
 - (b) completed by third parties or in bulk;
 - (c) illegible, have been altered, reconstructed, forged or tampered with;
 - (d) photocopies and not originals; or
 - (e) incomplete.
- 4.5 There is a limit of one entry to the competition per person. Schools and Community Groups are permitted to submit joint entries on behalf of a class or group, and may choose to name one artist where the works are attributable to one individual.
- 4.6 The Promoter reserves all rights to disqualify you if your conduct is contrary to the spirit or intention of the prize competition.
- 4.7 Competition entries cannot be returned. If you wish to withdraw your entry please e-mail greenspaces@warwickdc.gov.uk and your entry and personal information will be deleted.

5. The prizes

- 5.1 The prizes consist of the winning images from each category being printed onto postcards to be displayed at the Royal Pump Rooms, The Parade, Leamington Spa, CV32 4AA and used in the Promoter's promotional materials.
- 5.2 There will be 6 (six) prizes in total representing one prize for each category.
- 5.3 There is no cash alternative for the prizes.

- 5.4 The prizes are not negotiable or transferable.
- 5.5 The prizes will be supplied by the Promoter.
- 5.6 In order for the prizes to be claimed, the Promoter will contact the winners by telephone and/or email within 30 (thirty) days of the Closing Date.

6. Winners

- 6.1 The winners will be selected by no later than Friday 30 November 2020 (the "**Announcement Date**").
- 6.2 The decision of the judges nominated by the Promoter is final and no correspondence or discussion will be entered into.
- 6.3 The Promoter will contact the winners personally as soon as practicable after the Announcement Date, using the telephone number or email address provided with the competition entry.
- 6.4 The Promoter must either publish or make available information that indicates that a valid award took place. To comply with this obligation the Promoter will send the surname and county of prize winners and, if applicable copies of their winning entries, to anyone who emails greenspaces@warwickdc.gov.uk or writes to the address set out in Condition 1 (enclosing a self-addressed envelope) within one month after the Closing Date of the competition.
- 6.5 If you object to any or all of your surname, county and winning entry being published or made available, please contact the Promoter at greenspaces@warwickdc.gov.uk or at the address set out in Condition 1. In such circumstances, the Promoter must still provide the information and winning entry to the Advertising Standards Authority on request.

7. Claiming the prize

- 7.1 In order to claim your prize please refer to the details of how to claim in condition 5.6. If you do not claim the prize by this date, your claim will become invalid.
- 7.2 The prize may not be claimed by a third party on your behalf.
- 7.3 The Promoter will make all reasonable efforts to contact the winners. If the winners cannot be contacted or is not available, or have not claimed their prizes within 30 (thirty) days of the Announcement Date, the Promoter reserves the right to offer the prize to the next eligible entrant selected from the correct entries that were received before the Closing Date.

7.4 The Promoter does not accept any responsibility if you are not able to take up the prize.

8. Limitation of liability

Insofar as is permitted by law, the Promoter, its agents or distributors will not in any circumstances be responsible or liable to compensate the winners or accept any liability for any loss, damage, personal injury or death occurring as a result of taking up the prizes except where it is caused by the negligence of the Promoter, its agents or distributors or that of their employees. Your statutory rights are not affected.

9. Ownership of competition entries and intellectual property rights

9.1 The Promoter does not claim any rights of ownership in your competition entry.

9.2 You agree that the Promoter may, but is not required to, make your entry available on its website www.warwickdc.gov.uk and any other media, whether now known or invented in the future, and in connection with any publicity of the competition or any other use. You agree to grant the Promoter a non-exclusive, worldwide, irrevocable licence, for the full period of any intellectual property rights in the competition entry and any accompanying materials, to use, display, publish, transmit, copy, edit, alter, store, re-format and sub-licence the competition entry and any accompanying materials for such purposes.

9.3 By entering this competition, you confirm that:

- (a) images and other submissions are original works, are not defamatory and do not infringe third-party rights;
- (b) there are no conflicting agreements in place that restrict usage of these images or other submissions;
- (c) you have consent to use any third-party image in the entry and rights have been waived for that use. If a third party image is of a person under 18, parental or guardian consent must be provided;
- (d) you will produce evidence of any required consents at the Promoter's request, or risk being disqualified from entering the prize competition; and
- (e) you will grant the promoter an irrevocable, royalty-free, worldwide, licence for the full term of copyright to use, alter, adapt or sub-license rights in the images and other submissions to third parties.

10. Data protection and publicity

10.1 By entering this competition, you consent to the Promoter using your personal data for the purposes set out in this condition, and for the purposes set out in conditions 6.3 and 6.4 with regard to the announcement of winners.

- 10.2 The Promoter will only use your personal data for the administration of the competition.
- 10.3 The Promoter will delete the personal data you have provided when entering this competition after the winners are announced.
- 10.4 Only officers of the Promoter involved in the administration of the competition will have access to your personal data.
- 10.5 The Promoter will only process your personal information as set out in its privacy notice at www.warwickdc.gov.uk/privacynotice which can also be found in paper format attached to the paper entry forms.

11. General

- 11.1 If there is any reason to believe that there has been a breach of these terms and conditions, the Promoter may, at its sole discretion, reserve the right to exclude you from participating in the competition.
- 11.2 The Promoter reserves the right to hold void, suspend, cancel, or amend the prize competition where it becomes necessary to do so.
- 11.3 These terms and conditions shall be governed by English law, and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.