26th February 2021

THE CREATIVE CHALLENGE COMPETITION TERMS AND CONDITIONS

CONTENTS

11.

CLAUSE		
1.	The Promoter	2
2.	The competition	2
3.	How to enter	2
	Eligibility	
5.	The prize	4
6.	Winners	4
7.	Claiming the prize	4
8.	Limitation of liability	5
9.	Ownership of competition entries and intellectual property rights	5
10.	Data protection and publicity	6

General6

1. The Promoter

The Promoter is: **The Lord Mayor and Citizens of the City of Westminster** ('Westminster City Council') whose registered office is at Westminster City Hall, 64 Victoria St, Westminster, London, SW1E 6QP

2. The competition

2.1 The title of the competition is the City Lions Easter Creative Writing Challenge.

3. How to enter

- 3.1 Route to entry for the competition and details of how to enter are via https://www.eventbrite.co.uk/e/142877224625
- 3.2 The competition will be running via email. To be eligible for each challenge, the entrant must send their entry to *citylions@westminster.gov.uk*.
- 3.3 The rules of the competition and how to enter are as follows:
 - (a) Sign up for the challenge via Eventbrite.
 - (b) To submit, send your entry to citylions@westminster.gov.uk with the email subject line as 'Creative Writing Submission', along with your name, age, email address which you wish to be contacted on for the purposes of the competition, postcode and telephone number.
- 3.4 Closing date for entries will be as follows:
- 3.5 Deadline to sign up for the challenge no later than 21:00 on 31st March 2021
- 3.6 Deadline to submit work –no later than 18:00 on 19th April 2021

After these date(s) no further entries to the competition will be permitted.

- 3.7 No purchase is necessary to enter the competition.
- 3.8 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 any postal failure, equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind; or

- (b) proof of posting or transmission as proof of receipt of entry to the competition.
- 3.9 By submitting a competition entry, you are agreeing to be bound by these terms and conditions.
- 3.10 Please see <u>https://citylions.org/students/events/easter-creative-writing-challenege?stage=Stage</u> for a copy of these competition terms and conditions.
- 3.11 The winners will be chosen by a set of judges on the following days:
 - Wednesday 26th April 2021
 - Thursday 27th April 2021
- 3.12 The decision of the panel of judges (acting reasonably) will be final.

4. Eligibility

- 4.1 The competition is only open to residents of the City of Westminster and individuals who attend school in the City of Westminster aged between thirteen (13) and sixteen (16) years old, **except**:
 - (a) employees of the Promoter or its holding or subsidiary companies;
 - (b) employees of agents of the Promoter, who are professionally connected with the competition or its administration; or
 - (c) members of the immediate families or households of (a) and (b) 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 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.
- 4.4 There is a limit of one entry to the competition per person.

- 4.5 Entries on behalf of another person will not be accepted and joint submissions are not allowed.
- 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.

5. The prize

- 5.1 The prizes are a Tablet for 1st place (worth £182.00) 2nd place a e-voucher of their choice (worth £30) and 3rd place is an e-voucher of their choice (worth £15)
- 5.2 Prizes are subject to availability. The Promoter reserves the right to substitute the prize with a cash alternative to the value of £182.00 **OR** The Promoter reserves the right to substitute the prize with a prize of equal value.
- 5.3 The prize is not negotiable or transferable.

6. Winners

- 6.1 The decision of the judges nominated by the Promoter is final and no correspondence or discussion will be entered into.
- 6.2 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 name of prize winners and, if applicable copies of their winning entries, to anyone who emails citylions@westminster.gov.uk within one month after the Closing Date of the competition **OR** post the winning entries onto our social media challenge.
- 6.3 If you object to any or all of your name, county and winning entry being published or made available, please contact the Promoter citylions@westminster.gov.uk. In such circumstances, the Promoter may be required to provide the information and winning entry to the Advertising Standards Authority on request.

7. Claiming the prize

- 7.1 The Promoter will contact the winner personally as soon as practicable after the Announcement Date, using the telephone number or email address provided with the competition entry.
- 7.2 If you are the winner of the prize, you will have 14 of days from the Announcement Date to claim the prize. If you do not claim the prize by this date, your claim will become invalid.

- 7.3 Subject to your parents, carers or legal guardians, the prize may not be claimed by a third party on your behalf.
- 7.4 The Promoter will make all reasonable efforts to contact the winner. If the winner cannot be contacted or is not available, or has not claimed their prize within 14 of 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.
- 7.5 The Promoter will notify the winner when, where and how the prize can be collected.
- 7.6 If you do not collect your prize within 14 days of any timeframe told to you in accordance with clause 7.5, 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.
- 7.7 The Promoter does not accept any responsibility if you are not able to take up the prize.

8. Limitation of liability

8.1 Insofar as is permitted by law, the Promoter, its agents or distributors will not in any circumstances be responsible or liable to compensate the winner or accept any liability for any loss, damage, personal injury or death occurring as a result of taking up the prize 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 All competition entries and any accompanying material submitted to the Promoter will become the property of the Promoter on receipt and will not be returned.
- 9.2 By submitting your competition entry and any accompanying material, you agree to:
 - (a) assign to the Promoter all your intellectual property rights with full title guarantee; and
 - (b) waive all moral rights,

in and to your competition entry and otherwise arising in connection with your entry to which you may now or at any time in the future be entitled under the Copyright, Designs and Patents Act 1988 as amended from time to time and under all similar legislation from time to time in force anywhere in the world.

You agree that the Promoter may, but is not required to, make your entry available on its website https://citylions.org/ and any other media, whether now known or invented in the

future, and in connection with any publicity of the competition. 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.

10. Data protection and publicity

10.1 The Promoter will only process your personal data as set out in https://www.westminster.gov.uk/privacy. See also condition 6.22 and condition 3, with regard to the announcement of winners.

11. General

- 11.1 The Promoter has made the assumption that these terms and conditions are understood by the entrant.
- 11.2 If you do not understand any of these provisions or need further clarification please;
 - (a) email the following email address: citylions@westminster.gov.uk with the email subject line as 'Terms and Conditions Help'; and/or
 - (b) seek a review of these terms and conditions by your parent(s), carer(s), legal quardian(s) or any other responsible adult over the age of 18 years
- 11.3 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.
- 11.4 The Promoter reserves the right to hold void, suspend, cancel, or amend the prize competition where it becomes necessary to do so.
- 11.5 These terms and conditions shall be governed by English law, and the parties submit to the non-exclusive jurisdiction of the courts of England.