27th November 2020

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THE CHRISTMAS CREATIVE CHALLENGE COMPETITION TERMS AND CONDITIONS

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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

1. The competition
   1. The title of the competition is the Design a Trainer Challenge.
2. How to enter
   1. Route to entry for the competition and details of how to enter are via <https://www.eventbrite.co.uk/e/city-lions-christmas-creative-challenge-design-your-own-trainers-registration-130709833631>
   2. The competition will be running via Instagram. To be eligible for the challenge, the entrant must post a photo to their Instagram account tagging @westminstercitylions with the #MyDesignCityLions. If you do not have an Instagram account please send an image of your final design to the email citylions@westminster.gov.uk with the email subject line as ‘Final Trainer Design Submission’ along with their name, age, postcode and telephone number.
   3. There is no purchase necessary to enter this competition.
   4. The rules of the competition and how to enter are as follows:
      1. Sign up to be emailed the competition details via Eventbrite.
      2. Submit your entry via Instagram by tagging @westminstercitylions and using #MyDesignCityLions; or
      3. If you do not have an Instagram account, you can:
         1. Attach your entry as a photo/video or link us to an online folder to view your entry (WeTransfer or Dropbox shared with citylions@westminster.gov.uk only with your name, age, postcode and telephone number); OR
         2. Send your entry to citylions@westminster.gov.uk with the email subject line as ‘Final Trainer Design Submission’, along with your name, age, postcode and telephone number

3.4 Closing date for entries are as follows:

1. As there is limited space (40 people) you must sign up before 9th December 2020.
2. Registration for the competition will close once 40 people have registered. This may be before 9th December.
3. The deadline to send in your submissions is 11th January 2021.

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

* 1. No purchase necessary.
  2. The Promoter will **not** accept:
     1. 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
     2. proof of posting or transmission as proof of receipt of entry to the competition.
  3. By submitting a competition entry, you are agreeing to be bound by these terms and conditions.
  4. The winners will be chosen by a panel of judges on 15th January 2021.
  5. The decision of the panel of judges (acting reasonably) will be final.

1. Eligibility
   1. The competition is only open to residents of the city of Westminster and/or those who attend school within the borough of Westminster, aged between thirteen (13) and sixteen (16) years old, **except**:
      1. employees of the Promoter or its holding or subsidiary companies;
      2. employees of agents of the Promoter, who are professionally connected with the competition or its administration; or
      3. members of the immediate families or households of (a) and (b) above.
   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.
   3. The Promoter will not accept competition entries that are:
      1. automatically generated by computer;
      2. completed by third parties or in bulk;
      3. illegible, have been altered, reconstructed, forged or tampered with;
      4. photocopies and not originals; or
      5. incomplete.
   4. There is a limit of one entry per person for the competition. Entries on behalf of another person (unless parent or guardian) will not be accepted and joint submissions are not allowed.
   5. The Promoter reserves all rights to disqualify you if your conduct is contrary to the spirit or intention of the prize competition.
   6. Competition entries cannot be returned.
2. The Prize
   1. The prize is an e-voucher of the winner’s choice with a value of £30 for 1st place and e-voucher of their choice with a value of £15 for 2nd and 3rd place.
   2. Prizes are subject to availability. The Promoter reserves the right to substitute the prize with a cash alternative to the value of £30 /£15 (as applicable).
   3. The prize is not negotiable or transferable.
3. Winners
   1. The decision of the judges nominated by the Promoter is final and no correspondence or discussion will be entered into.
   2. The Promoter will either publish or make available information that indicates that a valid award took place. To comply with this obligation the Promoter will:
      1. publish the name of prize winners and, if applicable, their winning entries on Instagram @westminstercitylions on the corresponding date the competition is judged and a winner chosen as per clause 3.8 (‘Announcement Date’); or
      2. 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.
   3. If you object to any or all of your name, county and winning entry being published or made available, please contact the Promoter at 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.
4. Claiming the prize
   1. The Promoter will contact the winner (and those who place second and third) personally as soon as practicable after the Announcement Date, using the telephone number, email address or Instagram account provided with the competition entry.
   2. If you are the winner of the prize (or those who place second and third), 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.
   3. Subject to your parents, carers or legal guardians claiming the prize on your behalf, the prize may not be claimed by any other third party on your behalf.
   4. The Promoter will make all reasonable efforts to contact the winner and those who place second and third. If the winner and/or those who place second and third cannot be contacted or are not available, or have 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.
   5. The Promoter will notify the winner and those who place second and third when, where and how the prize can be collected.
   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. The Promoter does not accept any responsibility if you are not able to take up the prize.
5. 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 and/or those who place second and third, 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.

1. Ownership of competition entries and intellectual property rights
   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.
   2. By submitting your competition entry and any accompanying material, you agree to:
      1. assign to the Promoter all your intellectual property rights with full title guarantee; and
      2. 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.

* 1. By entering this competition, you agree that the Promoter may, but is not required to, make your entry available on its website (citylions.org) and any other media, whether now known or invented in the future, and in connection with any publicity of the competition.
  2. This competition is in no way sponsored, endorsed, administered by, or associated with Facebook, Twitter, Instagram or Next Door.

**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 6.3 and condition 6.4, 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;

11.2.1 email the following email address: citylions@westminster.gov.uk with the email subject line as ‘Terms and Conditions Help’; and/or

11.2.2 seek a review of these terms and conditions by your parent(s), carer(s), legal guardian(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 by you, 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.