

15<sup>th</sup> September 2022

-----

**THE CREATIVE CHALLENGE COMPETITION TERMS AND  
CONDITIONS**

# CONTENTS

---

## CLAUSE

- 1. The Promoter ..... 2
- 2. The competition ..... 2
- 3. How to enter ..... 2
- 4. Eligibility ..... 3
- 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
- 11. General ..... 6

## 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 Design a Christmas Card Challenge.

## 3. How to enter

3.1 Route to entry for the competition and details of how to enter are via [Christmas Card Challenge | City Lions](#)

3.2 For the entry to be accepted, the entrant must post sign up via the form on our website [Christmas Card Challenge | City Lions](#) and attach a photo of their design at the end of the form

3.3 The rules of the competition and how to enter are as follows:

- (a) Sign up to be emailed the challenge via our form on our website.
- (b) Submit your entry via form and email a photo of your design.
- (c) You can:
  - (i) 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
  - (ii) Send your entry to citylions@westminster.gov.uk with the email subject line as 'Christmas Card Submission, along with your name.

3.4 Closing date for entries are as follows:

- a) The deadline to send in your submissions is the 11<sup>th</sup> November 2022 by 5pm.

After this date no further entries to the competition will be permitted.

3.4 No purchase necessary.

- 3.5 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.
- 3.6 By submitting a competition entry, you are agreeing to be bound by these terms and conditions.
- 3.7 Please see [Christmas Card Challenge | City Lions](#) for a copy of these competition terms and conditions.
- 3.8 The winners will be chosen by a panel of judges on the 16<sup>th</sup> November 2022.
- 3.9 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 borough of Westminster and/or those who attend school within the borough of Westminster, aged between thirteen (13) and sixteen (16) years old, **except** (residents and/or school pupils who are):
- (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 no limit of how many designs one person can submit for this challenge.

4.5 The Promoter reserves all rights to disqualify you if your conduct is contrary to the spirit or intention of the prize competition.

4.6 Competition entries cannot be returned.

## **5. The Prize**

5.1 The prize is an e-voucher of the winner's choice, in agreement with City Lions a value of £50 for 1<sup>st</sup> place and e-voucher of their choice with a value of £25 for 2<sup>nd</sup> and e-voucher of their choice with a value of £15 for 3<sup>rd</sup> place. First place winner's design will also be sent to all of City Lions partners as a season's greetings card and the winner will receive a number of cards to send out to their own friends and family.

5.2 Prizes are subject to availability. The Promoter reserves the right to substitute the prize with a cash alternative to the value of £50 /£25/£15 (as applicable).

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 will either publish or make available information that indicates that a valid award took place. To comply with this obligation the Promoter will:

(a) Publish the name of prize winners and their winning entries on social media accounts and our website.

(b) Winning design will be sent out to all City Lions partners, including schools and teachers across Westminster.

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 at [citylions@westminster.gov.uk](mailto: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 (and those who place second and third) personally as soon as practicable after the Announcement Date, using the telephone number, email address provided with the competition entry.

- 7.2 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.
- 7.3 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.
- 7.4 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.
- 7.5 The Promoter will notify the winner and those who place second and third 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 for or be liable to compensate the winner and/or those who place second and third, or accept any liability for any loss, damage, or injury occurring as a result of taking up the prize except where it is caused by the negligent act or omission of the Promoter, its agents or distributors or that of their employees. Your statutory rights are not affected.
- 8.2 Insofar as is permitted by law, the Promoter, its agents or distributors will not in any circumstances be responsible for or be liable to compensate the competition applicants for loss, damage, or injury occurring as a result of participating in this Competition except where it is caused by the negligence act or omission 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, of and to your competition entry and/or 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.

- 9.3 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.

## **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 6.2 and condition 6.3, 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;
- 11.2.1 email the following email address: [citylions@westminster.gov.uk](mailto: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 and/or Competition where it becomes necessary to do so.
- 11.5 These terms and conditions, act and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by, and construed in accordance with, the laws of England and the parties hereby submit to the exclusive jurisdiction of the courts of England.