These are the terms and conditions for the Creative Spring Challenge competition found at <u>www.thenorthbank.london</u>

- 1. The promoter of this competition is The Northbank BID Limited our registered office is at Somerset House, London, WC2R 1LA, a company with registered number 08120066 ("we", "us" or "our").
- To participate in the competition you must submit your competition entry form (see section 7 below) between [01.05.2020 31.05.2020] (the "Competition Period"). Entries submitted outside of the Competition Period will not be valid.
- 3. If you wish to participate in the competition you agree to these terms and conditions ("Terms"). By entering the competition, all entrants will be deemed to have accepted these Terms, so please read these Terms carefully.

# Entry

- 4. The competition is only open to legal residents of the UK. No age restrictions apply. The competition excludes employees and contractors, agents and service providers of The Northbank BID.
- 5. Entry into the competition is restricted to one entry form (see section 7 below) per individual person. To enter, simply send an image of your poem or artwork to marketing@thenorthbank.london. No purchase or payment of any form is required for entry into the competition.
- 6. All entry instructions for the competition will form part of these Terms. Entry instructions can be found at www.thenorthbank.london.
- 7. To enter the competition, please: send an image of your poem or artwork to marketing@thenorthbank.london. Entries must be submitted by the specified closing date (see section 2 above). Individuals who do not follow all of the instructions in these Terms, provide the required information, successfully submit their entry, timely submit their entry, and/or abide by these Terms may be disgualified. Automated entries are prohibited, and any use of automated devices will cause disqualification. Any entrant that attempts to complete or submit fraudulent entries, and his/her entries, will be disqualified. Entrants may not enter with multiple [email addresses] nor may entrants use any other device or artifice to enter multiple times or as multiple entrants. Any entrant who attempts to enter with multiple email addresses, under multiple identities, or uses any device or artifice to register multiple times will be disqualified and forfeits any and all prizes won. Multiple entrants are not permitted to share the same [email address]. Should multiple users of the same [email account] enter the competition and a dispute thereafter arise regarding the identity of the entrant, the authorised account holder of the said [email account] at the time of entry will be considered the entrant. Authorised account holder is the natural person who is assigned an [email address] by an Internet access provider, on-line service provider or other organisation, which is responsible for assigning email addresses or the domain associated with the submitted email address. Potential winner may be required to show proof of being the authorised account holder.

## Prize(s) & Winning

- 8. [The winning artwork and poem] will have £150 donated to the charity of their choosing out of the following: The Connection at St Martin's, The Passage, St Mungo's, West London Mission, Turning Point, and Look Ahead
- 9. We reserve the right to: (i) award an alternative prize of equal or greater value; (ii) subject to section 20 below, in unavoidable circumstances vary the closing date for the competition; (iii) cancel or refuse any individual's entry to the competition if they are in breach of these Terms; and (iv) in exceptional circumstances amend these Terms, in which case we will notify such changes to entrants and potential entrants.
- 10. The prize winner(s) will be those that have been deemed to create the best poem/ artwork by an independent panel selected by us. The winner will be informed by email
- 11. The prize winner's first name will be made available on thenorthbank.london for 30 days from the closing date.
- 12. The prize winner may be requested to take part in some promotional activity as part of receiving the prize e.g. publicity photos. If you agree to take part in such promotional activity, you will also be opting in to allow us to use your images and/or any footage in which you appear in our promotional campaigns, which may include press and magazine advertising, direct mail, outdoor advertising, transport advertising (such as buses), social media advertising (such as Facebook and Twitter), in-centre advertising (such as floor graphics and banners), leaflets and flyers and on our website.
- 13. You will not be entitled to receive payment for any such use by us of your image or footage in which you appear.
- 14. The decision of The Northbank BID and/or any independent judge (as applicable) is final and binding in all matters relating to this competition, and no correspondence will be entered into on the matter.
- **15**. Prizes are subject to availability. The prize(s) will be as stated in these terms. There is no cash alternative in whole or in part for prizes, subject to section 9 above. Prizes are non-negotiable, and non-transferable.

#### Your information & image

16. Information you provide to us upon entry will be used to administer the competition and to contact you only for the purposes of the competition and will be deleted after 6 months from the conclusion of the competition, unless you have signed up to be contacted by The Northbank BID for marketing purposes. If you have selected the option(s) to be contacted by The Northbank BID and its stakeholders for marketing purposes, we will only use your information to keep you updated with the latest BID news and events. We will not pass on your information to any third parties, and you can opt-out from direct marketing at any time.

- 17. We will keep your personal information secure and will process it in accordance with all applicable data protection legislation. The Northbank BID (registered with the Information Commissioner's Office with registration number 08120066 and other The Northbank BID Limited are data controllers for the purposes of European Economic Area data protection law in respect of your data.
- 18. For further information about how we handle your personal data (including, if you win, your image), including in relation to your rights, please see our <u>privacy policy</u>.

### General

- 19. We reserve the right at our sole discretion to disqualify any entrant that tampers or attempts to tamper with the entry process or the operation of the competition or website; violates the Terms; or acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Any attempt by any person to deliberately undermine the legitimate operation of the competition may be a violation of criminal and civil law, and, should such an attempt be made. We also reserve the right to seek damages from any such person and entrant to the fullest extent permitted by law.
- 20. Our failure to enforce any term of the Terms shall not constitute a waiver of that provision. We reserve the right, at our sole discretion, to cancel, terminate, modify or suspend the competition if it is not capable of running as planned, including, but not limited to, infection by computer virus, tampering, unauthorised intervention, fraud, technical failures or any other problems beyond our control and award the prize from among all eligible online entries received prior to cancellation. Other than for fraudulent misrepresentation or death or personal injury arising from our negligence, we exclude, to the full extent permitted by law, all liability for any loss, damage, cost and expense you may incur, whether direct or indirect and however caused, in connection with this competition or the prizes. We are not responsible for lost, late, misdirected, undelivered, incorrect, or inaccurate entry forms whether caused by Internet users or by any of the equipment or programming associated with or utilised in the competition or by any technical or human error which may occur in the processing of the entry forms.
- 21. These Terms and this competition are governed by English law and you submit to the exclusive jurisdiction of the courts of England and Wales.

## Questions

22. Any queries in relation to this competition should be directed via email to The Northbank BID 'marketing@thenorthbank.london]