

## COMPETITION TERMS AND CONDITIONS

### 1. The Promoter

The promoter is: Bristol City Council of City Hall, College Green, Bristol BS1 5TY. Email [wearebristol@bristol.gov.uk](mailto:wearebristol@bristol.gov.uk)

### 2. The competition

2.1 The title of the competition is the "Halloween window competition".

2.2 The competition is to send in an image of your own Halloween window display.

### 3. How to enter

3.1 The competition will run from 27 October 2020 (the "**Opening Date**") to 7 November 2020 (the "**Closing Date**") inclusive.

3.2 All competition entries must be received by the Promoter at the email address set out at condition 1 by no later than midnight on the Closing Date. All competition entries received after the Closing Date are automatically disqualified.

3.3 To enter the competition:

(a) Send an image of the Halloween window display at the address you reside at attached to an email to the email address in condition 1 by midnight on the Closing Date. In addition to the photograph the email must contain the following:

- (i) the words "Halloween window competition" in the title of the email;
- (ii) The name of the person submitting the entry to the competition.
- (iii) The address of the person submitting the entry to the competition

(b) One photograph per household

3.4 There is no charge to enter the competition

3.5 The Promoter will **not** accept:

- (a) responsibility for competition entries that are sent to an email address other than that shown in condition 1 or which are corrupted or altered during transmission or receipt
- (b) Any form of proof that the email was sent to the Promoter.

3.6 By submitting a competition entry, you are agreeing to be bound by these terms and conditions.

The competition entries will be judged by a panel of three judges in assessing the winning entry the judges will assess the most effective window display taking into account originality, creativity, and effort.

3.7 The judging panel's decisions are final and no correspondence will be entered into regarding the panel decisions.

#### **4. Eligibility**

- 4.1 The competition is only open to all residents of Bristol City Council, and the image must be over the property in which the entrant resides
- 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 will use the information set out in condition 3.3(a) to determine eligibility
- 4.3 The Promoter will not accept competition entries that are:
- (a) Automatically generated by computer.
  - (b) illegible, have been altered, reconstructed, forged or tampered with;
  - (c) completed by an individual who does not reside at the address of the image
- 4.4 There is a limit of one entry per person. Entries on behalf of another person will not be accepted and joint submissions are not allowed.
- 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 prizes are as follows:
- (a) X4 tickets to Wildlife Photographer of the Year at M Shed, Bristol
  - (b) A café voucher that will cover a hot drink (excluding hot choc) and piece of cake each.
- 5.2 There is no cash alternative for any prize

#### **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 contact the winner personally as soon as practicable after the Announcement Date, using the home address provided with the competition entry. The Promoter will not amend any contact information once the competition entry form has been submitted.
- 6.3 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 publish the surname and ward of major prize winners and, if applicable, their winning entries on the Bristol City Council Website
- 6.4 If you object to any or your entire surname, ward and winning entry being published or made available, please contact the Promoter at the email address shown 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 The prize must be claimed within the running time of Wildlife of the Year at M Shed, which is from 24 October 2020—3 May 2021
- 7.2 M Shed visits must be pre-booked so the winner will need to book a free time slot for M Shed at <https://shop.bristolmuseums.org.uk/products/m-shed-timed-entry-tickets>
- 7.3 Once the time slot to M Shed is booked, the winner must email [bristolmuseums@bristol.gov.uk](mailto:bristolmuseums@bristol.gov.uk) to let them know what time they've booked so that M Shed can guarantee entry into the exhibition.
- 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 21 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 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 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 assign to the Promoter all your intellectual property rights, with full title guarantee, 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.

## **10. Data protection and publicity**

- 10.1 The Promoter will only process your personal information as set out in this condition. See also condition 6.3 and condition 6.4, with regard to the announcement of winners.
- 10.2 The Promoter is the data controller for the purposes of the Data Protection Act 2018 and other relevant regulations. This condition tells you about what information we collect about you when you enter a competition, how we use that information and who we may share it with.

10.3 The contact details of the data controller are:

Address: Bristol City Council, Floor 2 South 100 Temple Street, BS1 6HT

10.4 In the running of our competitions, we will collect the following information from entrants: name and home address. We are collecting this data so that we can check you are eligible to enter the competition – entrants must live at the property with the window display.

10.5 The period of time that we will hold this data for will be determined by the timeframe of the competition outlined in these conditions. As soon as the competition has closed and prizes sent out, specific personal information (child's name, parent/carer's name, email and postal address) will be removed from our database. Before the closure of the competition, you are freely able to withdraw your consent for us to process your information at any given time by emailing [wearebristol@bristol.co.uk](mailto:wearebristol@bristol.co.uk) and your personal details will be removed from our database. However, removal before the end of the competition may result in non-delivery of a prize.

10.6 You have the right to request access to your data and where data is found to be inaccurate to have that data corrected. In certain circumstances you have the right to have data held about you erased, or the use of it restricted, you may be able to object to processing as well as the right to have your data transferred to another data controller.

You also have a right of complaint to the Information Commissioner's Office (ICO) at [www.ico.org.uk](http://www.ico.org.uk) if you think we have dealt with your information in an inappropriate manner.

10.7 You can ask to see what information we hold about you and have access to it. You can do this, by contacting:

Data Protection Officer  
Bristol City Council  
Information Governance  
P O Box 3399  
BRISTOL  
BS3 9FS  
[Data.protection@bristol.gov.uk](mailto:Data.protection@bristol.gov.uk)

10.8 Any further questions regarding the data being processed may also be sent to the above address or to the data controller.

## **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.