# **DATED**

# 13/06/2022

RUSHMOOR BOROUGH COUNCIL'S PRIZE COMPETITION TERMS AND CONDITIONS

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#### 1. The Promoter

The promoter is: Rushmoor Borough Council of Council Offices, Farnborough Road, Farnborough, Hants, GU14 7JU.

#### 2. The competition

- 2.1 The title of the competition is Farnborough Town Centre Cultural Survey.
- 2.2 By completing this survey you will be entered into a draw where one entry will be selected at random to win a £50 Amazon Voucher.

#### 3. How to enter

- 3.1 The competition will run from 9:00 am on 14 June 2022 (the "**Opening Date**") to Midnight on 26 June 2022 (the "**Closing Date**") inclusive.
- 3.2 All competition entries must be received by the Promoter 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) You must complete the survey and include your email address for us to contact you.
- 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 The competition entries will be chosen at random by a random number generator.

## 4. Eligibility

- 4.1 The competition is only open to all residents in the UK aged between 11 and 25 years, except:
  - (a) employees of the Promoter or its holding or subsidiary companies;
- 4.2 In entering the competition, you confirm that you are eligible to do so and eligible to claim the prize. 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 incomplete
- 4.4 There is a limit of one entry to the competition per person. Entries on behalf of another person will not be accepted and joint submissions are not allowed.
- 4.5 Competition entries cannot be returned.

#### 5. The prize

- 5.1 The prize is a £50 Amazon Voucher and only 1 voucher is available to be won.
- 5.2 Prizes are subject to availability. The Promoter reserves the right to substitute the prize with a cash alternative to the value of equal value.
- 5.3 [The prize is supplied by Rushmoor Borough Council (the "Supplier")]. The Promoter reserves the right to replace the prize with an alternative prize of equal or higher value if circumstances beyond the Promoter's control makes it necessary to do so.]
- 5.4 [The prize is not negotiable [or transferable].
- 5.5 [In order to claim the prize you must include your email address on the survey and meet the eligibility criteria.

#### 6. Winners

- 6.1 The decision of the Promoter is final and no correspondence or discussion will be entered into.
- 6.2 The Promoter will email the winner using the email address entered on to the survey. The Promoter will not amend any contact information once the competition entry form has been submitted and will not be responsible for incorrect contact information.
- 6.3 The Promoter must either publish or make available information that indicates that a valid award took place. To comply with this obligation It is a condition of entry that the

Promotor has the right to publish and/or broadcast the surname and county of major prize winners and, if applicable copies of their winning entries.

6.4 If you object to any or all of your surname, county and winning entry being published or made available, please contact the Promoter <a href="mailto:regeneration@rushmoor.gov.uk">regeneration@rushmoor.gov.uk</a>. 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 If you are the winner of the prize, you will be emailed with notification that you are the winner and details on how to claim the prize within 14 days from the Closing Date.
- 7.2 If the winner has not claimed their prize in accordance with clause 7.1 within 30 of days of the Closing 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.
- 7.3 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.

## 10. Data protection and publicity

10.1 The Promoter will only process your personal information as set out in the <u>Privacy Policy</u> on RBC's WEBSITE. See also condition 6.3 and condition 6.4, with regard to the announcement of winners.

#### 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.