

## COMPETITION GENERAL TERMS AND CONDITIONS

By participating in this Competition you have read and agree to the requirements set out in all promotional materials, relevant third party prize provider terms and conditions and Sunderland BID Competition General Terms and Conditions set out below.

### 1 **These Terms and Conditions**

- 1.1 These terms and conditions (which we will refer to as our "General Terms") are the overarching general terms and conditions that apply to all competitions promoted by Sunderland BID Limited.
- 1.2 Sunderland BID Limited may change these General Terms at any time. You should check our website regularly for any changes which will apply from the date that they are uploaded.
- 1.3 By entering this competition you agree that you will be legally bound by these General Terms and the terms of any third party prize provider.

### 2 **Identity of the Promoter of Competitions**

- 2.1 The "promoter" of a Competition is the person who is legally responsible for operating it. The promoter of this Competition will be Sunderland BID Limited ("the Promoter").
- 2.2 Sunderland BID Limited is a company registered in England and Wales. You can write to us at [info@bidsunderland.co.uk](mailto:info@bidsunderland.co.uk) if you have any concern in relation to this competition.

### 3 **Eligibility**

- 3.1 Open to residents of the UK and Ireland aged eighteen (18) years of age and over.
- 3.2 It will be our sole decision as to whether any eligibility requirement has or has not been met and we may require evidence or confirmation from the prize winner before awarding the prize.
- 3.3 Employees of Sunderland BID Limited, Sunderland Vibe and Sunnside Live (or members of their immediate family), their agencies or anyone else professionally associated with this Competition are not eligible to participate.
- 3.4 No person may enter the Competition more than once.
- 3.5 We reserve the right to modify, suspend, cancel or terminate the competition or disqualify any participant at any time without giving advance notice and will do so if we cannot guarantee that the Competition can be administered fairly or correctly for technical, legal or other reasons or if we suspect that any person has been manipulating entries or the results, or has provided false information or has acted unethically in any other way.
- 3.6 Retrospective Effect. Where an entrant or prize winner has been found to be in breach of any of the terms and conditions of a Competition we may enforce our right to disqualify that person and require the return or reimbursement to us of any prize even where a prize has been awarded and/or actually provided to the entrant or prize winner in question.

### 4. **THE PRIZE**

- 4.1. The Winner will be notified by e-mail and must respond within 48 hours. Sunderland BID Limited reserve the right to re-draw the prize where no reply is received within 48 hours.
- 4.2. We offer no cash alternative for non-cash prizes and prize winners must accept prizes in the form offered. Prizes cannot be transferred or sold by winners and unless otherwise stated winners are solely responsible for all additional costs and expenses associated with claiming the prize.
- 4.3. We reserve the right to request proof of a prize winner's identity in the form of a passport or driver's licence and proof of address in the form of a utility bill. In the event that a prize winner cannot provide us with proof of identity reasonably acceptable to us, we may withdraw the prize.
- 4.4. Any tax payable as a result of a prize being awarded or received will be the responsibility of the winner. Winners should seek independent financial advice prior to accepting a prize if this is a concern.
- 4.5. We make no representation or warranty in relation to prizes provided and to the fullest extent permitted by law we shall have no liability to you in relation to any prize, its fitness for purposes, merchantability or otherwise. We reserve the right to disqualify prize winners from receiving their prizes where any such person engages in unsafe, illegal, unsociable or inappropriate behaviour. Your legal rights as a consumer are not affected.

## 5. **Publicity and Personal Information**

- 5.1. The personal information supplied by entrants when entering our Competition will be used by us in accordance with the privacy policy applicable to our website. You should always read the applicable privacy policy as your entry in the relevant Competition is an agreement to be bound by the applicable privacy policy. All entrants may have their details removed from our database by contacting us. If details are removed prior to the conclusion of the Competition and/or award of this prize, entrants will however forfeit their right to claim any prize.
- 5.2. It is a condition of your entry to this Competition that we have the right to publicise, broadcast and communicate to the public the names, home towns, characters, likeness and voices of entrants to this Competition for the running of the Competition and matters incidental to the Competition.
- 5.3. All entrants and particularly prize winners, may be required by us to participate in publicity which may include photographs and may be provided to our third party prize providers for the purpose of promoting their association with the competition. In this regard you agree that we shall have the right to use all the resulting publicity materials in any medium (including, without limitation, the internet) and in any manner we see fit, unless you advise us at the time of entering the Competition that you wish to retain your anonymity.

## 6. **Copyright**

- 6.1. By entering this Competition all entrants:
  - (a) assign to us all rights (including present and future copyright) in their entry and their publicity materials in all media (including, without limitation, the internet) and whether in existence now or created in the future;

- (b) agree not to assert any moral rights in respect of their entry and the publicity materials (wherever and whenever such rights are recognised) against the Promoter, its assigns, licensees and successors in title;
  - (c) undertake to us that their entry is not in breach of any third party intellectual property rights and will not contain anything, which is defamatory, indecent, harassing or threatening and that they will indemnify us for any loss, damage or liability arising should this turn out not to be true. If relevant, we reserve the right, but not the obligation (and without limiting entrants' warranty and indemnity as set out above), to screen, filter and/or monitor information provided by the entrant and to edit, refuse to distribute or remove the same;
  - (d) confirm that they have the right, power and authority to grant the rights set out above and that they have obtained all consents and permissions necessary to grant us the same.
- 6.2. For the avoidance of doubt, all rights in the name and title of the Competition and the format rights for the Competition are our sole property and we may exploit the same at our absolute discretion.

## **7. TAMPERING AND OTHER MATTERS**

If for any reason this Competition is not capable of running as planned as a result of any (including but not limited to) technical failures, unauthorised intervention, computer virus, mobile network failure, tampering, fraud or any other causes beyond our control which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Competition, we reserve the right to cancel, terminate, modify or suspend the Competition and/or any draw/s or judging related to the Competition and/or to disqualify any individual who (whether directly or indirectly) causes (or has caused) the problem.

## **8. LEAVE FOR PARTICIPATION**

Obtaining time off work and/or study or related activities to participate in a Competition and/or take a prize will be the sole and absolute responsibility of each participant.

## **9. TERMINATION OF COMPETITION**

The Promoter may vary the terms of, or terminate, a Competition at any time at its absolute discretion without liability to any contestant or other person. The Promoter will not award the prize if the Competition is terminated.

## **10. DECISIONS FINAL**

- 10.1. All our decisions relating to the Competition and/or redemption of the prize is final. No discussions or correspondence with entrants or any other person will be entered into.

10.2. Tiebreakers, disputes, conflicts, questions or concerns will be managed by us and, if required by law, by an independent adjudicator.

## 11. **FAILURE TO ENFORCE TERMS AND CONDITIONS**

A failure by us to enforce any one of the terms and conditions in any instance(s) will not give rise to any claim or right of action by any entrant or prize winner, nor shall it be deemed to be a waiver of any of our rights in relation to the same.

## 12. **EXCLUSION OF LIABILITY**

- 12.1. Except as specifically set out herein and to the maximum extent permitted by law, all conditions, warranties and representations expressed or implied by law are hereby excluded.
- 12.2. To the fullest extent permitted by law, we hereby exclude and shall not have any liability to any entrant or Prize Winner in connection with or arising out of any Competition howsoever caused, including for any costs, expenses, forfeited prizes, damages and other liabilities, provided that nothing herein shall operate so as to limit or exclude our liability for personal injury or death caused by our negligence.
- 12.3. In the event that any provision of these General (or any Specific) Terms are held to be illegal, invalid, void or otherwise unenforceable, it shall be severed from the remaining provisions which shall continue in full force and effect.

## 13. **LAWS**

These General Terms shall be construed in accordance with and governed by the laws of England and Wales.