Terms and Conditions for the Bonster Food Caddy competition

1. The Promoter

The promoter is: Dorset Council of Dorset Council, County Hall, Colliton Park, Dorchester DT1 1XJ.

2. The competition

- 2.1 The title of the competition is Bonster Monster Food Caddy.
- 2.2 Children attending Hayeswood First School, Hillside First School, Parley First School and Sixpenny Handley First School are invited to decorate their food caddy bin with just the stickers provided and submit photographs alongside their creations. Dorset Council will then judge the submissions choosing the bin with best design as the winner.

3. How to enter

- 3.1 The competition will run from Monday 11th March to Sunday 24th March inclusive.
- 3.2 All competition entries must be received by the Promoter at the specified email address (<u>wasteteam@dorsetcouncil.gov.uk</u>) by no later than 12pm on the Closing Date. All competition entries received after the Closing Date are automatically disqualified.
- 3.3 To enter the competition the parent or guardian of a child(ren) attending a Participating School, may email up to 4 pictures of their decorated caddy to <u>wasteteam@dorsetcouncil.gov.uk</u>, accompanied by the names of the child(ren) who decorated the caddy and the name of the school their child attends.
- 3.4 No purchase necessary and there is no charge to submit entries.
- 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 For help with entries, please contact Dorset Council waste team at <u>wasteteam@dorsetcouncil.gov.uk</u>.

- 3.8 These terms shall remain available on the website of each Participating School for the duration of the competition.
- 3.9 The competition entries will be judged by a panel of three judges. The decision of the panel of judges will be final.

4. Eligibility

- 4.1 The competition is only open to residents in the UK aged 18 years or over who are the parent or guardian of at least one child registered at a Participating School.
- 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 There is a limit of one entry to the competition per household.
- 4.4 The Promoter reserves all rights to disqualify you if your conduct is contrary to the spirit or intention of the prize competition.

5. The prize

- 5.1 The prize is a bag of recycled goodies, and one goody bag is available to be won. This prize is subject to availability. There is no cash alternative for this prize.
- 5.2 The Participating School attended by the winner will receive £200 by bank transfer.
- 5.3 The prize is not negotiable or transferable.

6. Decision on Winners and claiming the prize

- 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 as soon as practicable after judging the winner, via the email address used to submit the competition entry. The winner must claim the prize by responding to <u>wasteteam@dorsetcouncil.gov.uk</u> confirming their claim within 5 working days of receipt.
- 6.3 If the winner cannot be contacted or is not available or has not claimed their prize within 10 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.

- 6.4 Once a winner has claimed their prize (whether the initial winner or substitute winner in accordance with condition 6.3) then the school of the winner will be contacted. The school must respond within 10 days of being contacted with their bank details to claim the £200 prize money.
- 6.5 The Promoter does not accept any responsibility to the winner or their school if the winner is not able to take up the prize.

7. Presentation

7.1 The Promoter would like to send one of the judges to present the winner with the prize at their school assembly. The date of this can be arranged with the school after claiming 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. Data protection and publicity

- 9.1 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 child's name and Participating School alongside the winning entry on the Council's social media streams.
- 9.2 If you object to any or all of your child's details being published please contact wasteteam@dorsetcouncil.gov.uk. In such circumstances, the Promoter must still provide the information and winning entry to the Advertising Standards Authority on request.
- 9.3 The Promoter will only process your personal information in accordance with these terms and as set out in the https://www.dorsetcouncil.gov.uk/-/dorset-council-privacy-notice.

10. Ownership of competition entries and intellectual property rights

- 10.1 The Promoter does not claim any rights of ownership in your competition entry.
- 10.2 You agree that the Promoter may, in their sole discretion, make your entry available on its website and in any other media, whether now known or invented in the future, and in connection with any publicity of the competition. You grant the Promoter a non-exclusive, worldwide, irrevocable licence in perpetuity, for the full period of the intellectual property

rights in the competition entry, to use, display, publish, transmit, copy, edit, alter, store, reformat and sub-licence the intellectual property rights in the competition entry for such purposes.

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 are governed by English law. If any entrants to this promotion wish to take court proceedings, then they must do this within the courts in the United Kingdom.