

PORTSMOUTH CITY COUNCIL'S CLEANER AIR PORTSMOUTH COLOURING COMPETITION TERMS AND CONDITIONS

1. The Promoter

The promoter is: Portsmouth City Council of Civic Offices, Guildhall Square, Portsmouth, PO1 2AL.

2. The competition

2.1 The title of the competition is Cleaner Air Portsmouth Colouring Competition

2.2 There is one competition category. There are three prizes:

- (a) First prize: £50 high street voucher
- (b) Second prize: £20 high street voucher
- (c) Third prize: £5 high street voucher

2.3 There are three ways to enter the competition,

- (a) An image may be submitted via email to CleanerAir@portsmouthcc.gov.uk. A scan or photograph of the entry must be attached to the email as a JPEG/JPG/PNG file with your name in the title of the attachment. There is no charge from the Promoter to enter the competition.
- (b) An image can be submitted through social media, using the tag @cleanerairportsmouth
- (c) Submissions may also be made through posting or delivering in person. Submissions made in this manner must include contact details, such as an email address or phone number. The address for these submissions is:

Cleaner Air Portsmouth,
Portsmouth City Council
Civic Offices
Guildhall
Portsmouth
PO1 2AL

3. How to enter

3.1 The competition will run from 9:00 am (GMT) on 26th November 2021 (the "**Opening Date**") to 11:59 pm (GMT) on 3rd December 2021 (the "**Closing Date**") inclusive.

- 3.2 All competition entries must be received by the Promoter at the email address, on social media, or through the post, as set out at condition 2, by no later than 11:29 pm (GMT) on the Closing Date. All competition entries received after the Closing Date are automatically disqualified.
- 3.3 To enter the competition, entrants must send their entry by the Closing Date, as fully detailed in condition 2.3.
- 3.4 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.
- 3.5 By submitting a competition entry, you are agreeing to be bound by these terms and conditions.
- 3.6 For help with entries, see <https://cleanerairportsmouth.co.uk/>.
- 3.7 Please see <https://cleanerairportsmouth.co.uk/> for a copy of these competition terms and conditions.
- 3.8 The competition entries will be judged by Cllr Ashmore and Cllr Horton. The decision of the panel of judges (acting reasonably) will be final.

4. Eligibility

- 4.1 The competition is only open to all residents in the UK **except**:
- (a) employees or members of the Promoter or its holding or subsidiary companies;
 - (b) employees of agents or suppliers of the Promoter or its holding or subsidiary companies, who are professionally connected with the competition or its administration; or
 - (c) members of the immediate families or households of (a) and (b) above.
- 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 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:
- (a) automatically generated by computer;

- (b) completed by third parties or in bulk; or
- (c) illegible, have been altered beyond minor adjustments, reconstructed, forged or tampered with

- 4.4 There is a limit of one entry per person.
- 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.
- 4.7 The Promoter cannot be held responsible for submission emails that do not arrive due to the entrant's email security settings or restrictions placed by their internet service provider. Please note that sending is not proof of receipt.
- 4.8 The Promoter reserves the right to verify any information provided in connection with your entry.
- 4.9 The Promoter shall be entitled to assume that the parents or guardians of any entrant who is less than 18 years old have consented to that person's entry into the competition. Entrants may be required to provide proof of identity and if aged under 18, should be able to demonstrate to the Promoter's satisfaction that their parent or guardian has given their consent to such entry.

5. The prize

- 5.1 There is one competition category. There are three prizes:
 - (a) First prize: £50 high street voucher
 - (b) Second prize: £20 high street voucher
 - (c) Third prize: £5 high street voucher
- 5.2 Prizes are subject to availability. There is no cash alternative for the prize. The Promoter reserves the right to substitute the prize with a prize of equal or greater value.
- 5.3 The prize is not negotiable or transferable.
- 5.4 In order to claim the prize you must respond to the email confirming if you won with the information outlined within it, within 7 working days of sending.

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 telephone number, email address or social media account 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 first name, surname and their winning entries on the Promoter's social media pages on 10th December.
- 6.4 If you object to any or all of your first name, surname and winning entry being published or made available, please contact the Promoter or CleanerAir@portsmouthcc.gov.uk. 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 Please allow 31 days for delivery of the prize by way of post.
- 7.2 The prize may not be claimed by a third party on your behalf.
- 7.3 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 7 working 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.
- 7.4 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:

- (a) assign to the Promoter all your intellectual property rights with full title guarantee; and
- (b) waive all moral rights,

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.

9.3 You agree that the Promoter may, but is not required to, make your entry available on its website <https://travel.portsmouth.gov.uk/> and any other media, whether now known or invented in the future, and in connection with any publicity of the competition. You agree to grant the Promoter a non-exclusive, worldwide, irrevocable licence, for the full period of any intellectual property rights in the competition entry and any accompanying materials, to use, display, publish, transmit, copy, edit, alter, store, re-format and sub-licence the competition entry and any accompanying materials for such purposes.

9.4 By submitting images to the Promoter, each entrant confirms and warrants that:

- (a) they are the sole author of each entry and that it is their original work; and
- (b) they own the copyright and any other intellectual property rights of each image;

10. Data protection and publicity

10.1 The Promoter will only process your personal information as set out in the <https://www.portsmouth.gov.uk/services/council-and-democracy/transparency/data-protection-privacy-notice/>. See also condition 6.3, 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.