Prize Draw and Competition Terms and Conditions

Carlisle city council

These Terms and Conditions

- These terms and conditions (which we will refer to as our "General Terms") are the overarching general terms and conditions that apply to all the prize draws and competitions promoted by Carlisle City Council "we" or "us"). We refer to all these prize draws and competitions as the "Prize Draws and Competitions" in these General Terms.
- 2. In addition to these General Terms, Prize Draws and Competitions will also have their own specific terms and conditions (such as the details of how to enter, the opening/closing dates and the sort of prize you may win). Any such Prize Draw or Competition-specific terms and conditions will be made available as part of the promotion of the particular Prize Draw or Competition in publications and/or online. In these General Terms, we will refer to these Prize Draw or Competition-specific terms and conditions as the "Specific Terms".
- 3. You should therefore read these General Terms in combination with any applicable Specific Terms. Where any such Specific Terms conflict with these General Terms, the Specific Terms will take precedence.
- 4. We 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.
- 5. By entering any Prize Draw or Competition you agree that you will be legally bound by these General Terms and also any applicable Specific Terms.

Identity of The Promoter of The Prize Draw or Competition

 The "promoter" of a Competition is the person who is legally responsible for operating it. Unless any Specific Terms tell you otherwise, the promoter of the Prize Draws and Competitions will be Carlisle City Council, Civic Centre, Carlisle CA3 8QG

Eligibility Rules for Our Prize Draws and Competitions

- 1. Our Prize Draws and Competitions are open to all persons aged 18 and over who provide their email address after completing our survey or competition entry.
- 2. Employees (and their immediate family and household members) of Carlisle City Council, or anyone else connected with the Prize Draw or Competition may not enter the Prize Draw or Competition.
- 3. Your personal information will only be used for the completion of the Prize Draw or Competition and you have the right to withdraw consent at any time.
- 4. Only one entry per person. Entries on behalf of another person will not be accepted and joint submissions are not allowed.
- 5. Carlisle City Council accepts no responsibility for entries that are lost, delayed, misdirected or incomplete or cannot be delivered or entered for any technical or other reason. Proof of delivery of the entry is not proof of receipt by Carlisle City Council

Prizes

- 1. One winner will be chosen at random draw of correct entries in accordance with these general terms. The draw will be performed by a random computer process.
- 2. We reserve in all cases the right to replace the stated prizes with prizes that we consider to be of broadly equivalent value. We offer no cash alternative for non-cash prizes and prizewinners must accept prizes in the form offered.
- 3. All prizewinners will be notified that they have won a prize within twenty-eight (28) days of the closing date of the Competition via at least one (1) of the following methods:
 - (a) by telephone; or

- (b) in writing (including by email). You must provide a postal address for delivery or agree to collect from Civic Centre, Carlisle, CA3 8QG
- 4. No additional, further or other costs or expenses are included in any prize unless stated. For example, the costs of transport to and from a venue or an event are not included.
- 5. A list of prizewinners for a Prize Draw or Competition can be obtained by quoting the name of the Prize Draw or Competition and sending a stamped addressed envelope to the following address: Policy & Communications, Civic Centre, Carlisle, CA3 8QG.
- 6. The winner may be required to take part in promotional activity related to the Prize Draw or Competition and the winner shall participate in such activity on Carlisle City Council's reasonable request.

Events Prizes

Where the prize for any of our Competitions involve the winner's attendance at (or tickets to) an event, the prizewinner acknowledges that we are not liable or responsible if any part of the event is cancelled, varied or rescheduled for any reason. If this means that the winner (and/or any accompanying guests) cannot attend the relevant event, we shall be under no obligation to provide any cash or alternative tickets.

Personal Information

Carlisle City Council shall use and take care of any personal information you supply to it as described in its fair processing notice, a copy of which can be seen at <u>Fair Processing Notice</u>, and in accordance with data protection legislation. By entering the Prize Draw or Competition, you agree to the collection, retention, usage and distribution of your personal information in order to process and contact you about your Prize Draw or Competition entry. This does not affect your rights under GDPR (General Data Protection Regulation)

Unclaimed Prizes

All prizes must be claimed within twenty-one (21) days of our notification of winning unless otherwise stated. We reserve the right to award prizes unclaimed after this period to alternative prizewinners or not to award them at all and we shall have no liability in respect of the entry initially selected. Any prize which is returned as undelivered will be used for another Competition or sent to charity.

Draws

Where any prize is awarded via a Prize Draw, prizewinners will be chosen at random from all qualifying entries within twenty-eight (28) days of the Competition closing date (unless otherwise specified in the Specific Terms).

Termination of Prize Draw or Competition

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

The Prize Draw and or Competition will be governed by English law and entrants to the Prize Draw and or Competition submit to the exclusive jurisdiction of the English courts.