

## **DESTINATION CHESTERFIELD COMPETITION TERMS AND CONDITIONS**

1. These terms and conditions together with any specific rules set out in Competition Notices (as defined below) are the Competition Rules ("Rules") and apply to competitions on the Destination Chesterfield "Site"(www.chesterfield.co.uk) ("Competition"), unless otherwise expressly stated. By entering a Competition, entrants agree to be bound by these Rules.

2. The Competition is organised by Destination Chesterfield, Commerce Centre, Canal Wharf, Chesterfield.

3. Rules specific to each Competition are displayed in a notice on the page for such Competition ("Competition Notice") and are incorporated into the Rules. In the event of differences or discrepancy between these terms and conditions and the Competition Notice, the Competition Notice shall prevail.

4. Destination Chesterfield reserves the right to cancel or amend the Competition or the Rules without notice in the event of a catastrophe, war, civil or military disturbance, act of God or any actual or anticipated breach of any applicable law or regulation or any other event outside Destination Chesterfield's reasonable control. Any changes will be posted either within these terms and conditions or the Competition Notice.

5. In the event of any dispute regarding the Rules, conduct, results and all other matters relating to a Competition, the decision of Destination Chesterfield shall be final and no correspondence or discussion shall be entered into.

### **Qualifying Entrants**

6. Employees (or members of the families or households of employees) of Destination Chesterfield or any company involved in the Competition, or any advertising agency or web company connected with the Competition or any such person's subsidiary or associated companies, are not eligible to enter the Competition. Destination Chesterfield reserves the right not to award a prize (and to select an alternative winner) if Destination Chesterfield is aware or has reasonable grounds to believe that a winner is not eligible.

7. Additional eligibility requirements may apply to a specific Competition. These will be set out in the Competition Notice.

8. By entering the Competition, you hereby warrant that all information submitted by you is true, current and complete. Destination Chesterfield reserves the right to verify the eligibility of all entrants.

9. The address you provide with your competition entry ("Entry") will be used to send any prizes so please make sure this is correct. Unless stated otherwise in the Competition Notice, Competitions are only open to residents of the United Kingdom and you are not entitled to enter the Competition if you are resident outside of the United Kingdom.

10. Where a Competition is open to all age groups, Destination Chesterfield assumes that by using the website and entering the Competition (and you warrant that) you are aged 18 or over or, if you are under 18, that your parents have consented to your entry into the Competition and these Rules. If a Competition is only open to a certain age group (e.g. 18 and over), this will be set out in the Competition Notice and Destination Chesterfield assumes that by entering the Competition (and you warrant that) you are the appropriate age to enter the Competition).

11. Destination Chesterfield reserves the right to disqualify any entrant if it has reasonable grounds to believe the entrant has breached any of the Rules.

12. In the event that any entrant is disqualified from the Competition, Destination Chesterfield in its sole discretion may decide whether a replacement should be selected. In this event, any further entrant will be selected on the same criteria as the original entrant and will be subject to these Rules.

### **Competition Entries**

13. Unless stated otherwise in the Competition Notice, you may enter the Competition as many times as you like however where a winner has been selected and Destination Chesterfield discovers or has reasonable grounds to believe the winner has used any software or automated process either to answer questions or to make bulk entries, Destination Chesterfield may select an alternative winner. Any further winner will be selected on the same criteria as the original winner and will be subject to these Rules.

14. Competition entries must be made in the manner and by the closing date and time specified on the Competition Notice. Failure to do so will disqualify the entry.

15. There is no purchase requirement to enter a Competition and there is no charge to register for use of the website.

16. Proof of posting or emailing cannot be accepted as proof of delivery. Destination Chesterfield cannot accept responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft, destruction, alteration of or unauthorised access to Entries, or Entries lost, damaged or delayed as a result of server functions,

technical issues, virus, bugs or other causes outside Destination Chesterfield's control.

17. Entrants should note that unless stated otherwise, Destination Chesterfield does not accept responsibility for the return of any Entries, including those consisting of artistic or other material.

### **Prizes**

19. Unless stated otherwise in the Competition Notice, prize winners will be chosen at random from all correct Entries (for competitions involving answering questions or where entry is by emailing or otherwise providing a name and/or contact details to Destination Chesterfield) or from all submitted entries (where creative or artistic merit or other subjective criteria apply to entries (unless these are being judged as set out in the Competition Notice)), within 28 days of the closing date specified in the Competition Notice. Tie-breakers will be judged by Destination Chesterfield and, if required by law, by an independent adjudicator. In all matters, the decision of the judge(s) and Destination Chesterfield shall be final and no correspondence or discussion shall be entered into.

20. Prize winners will be notified in the manner and within the time specified on the Competition Notice (and may be contacted by Destination Chesterfield's nominated supplier(s)). Return of any prize notification as undeliverable or failure to reply as specified in the notification (and within the time stated) may result in disqualification and selection of an alternate winner. If more than one prize is awarded only one prize per entrant will be awarded. Competition winner(s)' names may be published on the website or you can write to Competition Prize Winners, Destination Chesterfield, Canal Wharf, Chesterfield, S41 7NA, naming the specific competition including a self-addressed stamped envelope for a list of winners.

21. Claims for prizes must be made in the manner and within the time specified on the Competition Notice. Failure to claim a prize within this time or in the manner specified may result in disqualification and selection of an alternate winner.

22. Prizes are non-transferable and there is no cash alternative. Destination Chesterfield reserves the right to substitute prizes of equal or greater value at any time.

23. Prizes are awarded at Destination Chesterfield's discretion and no prizes will be awarded as a result of improper actions by or on behalf of any entrant. Where Entries are being judged on creative or artistic merit or other subjective criteria, Destination Chesterfield and/or the Competition judges (acting reasonably) reserve the right not to select a winner, and/or to remove or amend selection criteria and/or the structure and operation of the Competition if Entries are not of the requisite standard.

24. Where a prize may not be appropriate for a younger contestant, the minimum age for entry will be stated in the Competition Notice and must be observed. Destination Chesterfield reserves the right to request written proof of age of any winner.

25. All taxes, insurances, transfers, spending money and other expenses (including meals or personal expenses upgrades etc.) as the case may be, unless specifically stated, are the sole responsibility of the prize winner.

### **Intellectual Property Rights & Use of Entries**

26. Destination Chesterfield does not, unless we agree this with you, claim any rights of ownership in your Entry. As such, you retain ownership of your Entry and, although Destination Chesterfield will be able to use Entries as set out in the Rules, you will also have the right to use your Entry in any way you choose. Where any Entry is to be used in a different way (e.g. we are asking to own this) this will be made clear on the website and you will then be able to choose whether to enter the Competition. If you win a prize, as a condition to receipt of that prize, you may be required to sign a release form (in Destination Chesterfield then current standard form) in connection with the prize-winning submission.

27. In consideration of Destination Chesterfield agreeing to consider entrants to the Competition, each entrant hereby agrees that Destination Chesterfield (and third parties authorised by Destination Chesterfield) may make any and all Entries available on the website and any other media, whether now known or invented in the future, which may include other internet sites, mobile, television and/or radio and that Entries may be made available with advertising and/or sponsorship. You now grant Destination Chesterfield (and third parties authorised by Destination Chesterfield) a non-exclusive, worldwide, irrevocable licence (for the full period of any rights in the Entry) to use, display, publish, transmit, copy, make derivative works or podcasts from, edit, alter, store, re-format, sell and sub-licence the Entry for such purposes.

28. Destination Chesterfield does not guarantee to use or otherwise make available any Entry. Destination Chesterfield may also, in appropriate circumstances, and at its sole discretion, reject, edit, remove or disable access to Entries that appear to be legally or otherwise problematic e.g. infringe the copyright or other intellectual property or privacy rights of others, are defamatory etc. or for any other reason.

29. Your Entry and any information submitted by you must be personal to and relate specifically to you. You hereby warrant that your Entry and all information which you submit and/or distribute will

not infringe the intellectual property, privacy or any other rights of any third party, and will not contain anything which is libellous, defamatory, obscene, indecent, harassing or threatening. If relevant, Destination Chesterfield reserves the right, but not the obligation, to screen, filter and/or monitor information provided by you and to edit, refuse to distribute or remove the same.

## **Liability**

30. Destination Chesterfield cannot accept any responsibility for any damage, loss, injury or disappointment suffered by any entrant entering the Competition or as a result of accepting any prize. Destination Chesterfield is not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, or providers, computer equipment or software, failure of any email or entry to be received on account of technical problems or traffic congestion on the Internet, telephone lines or at any web site, or any combination of these, including any injury or damage to entrant's or any other person's computer or mobile telephone related to or resulting from participation or downloading any materials in the Competition. Nothing shall exclude Destination Chesterfield's liability for death or personal injury as a result of its negligence.

## **Data Protection and Publicity**

31. Winners may be requested to take part in promotional activity and Destination Chesterfield reserves the right to use the names and addresses of winners, their photographs and audio and/or visual recordings of them in any publicity.

32. Any personal data relating to entrants will be used solely in accordance with current UK data protection legislation and will not be disclosed to a third party without the individual's prior consent..

## **Jurisdiction**

33. The Competition and Rules will be governed by English law and any disputes will be subject to the exclusive jurisdiction of the courts of England. The Sites are only intended to be accessed from the United Kingdom. Destination Chesterfield makes no representation that materials on the Site relating to this Competition are appropriate or available for use at other locations and access to them from territories where their contents are illegal is strictly prohibited. If you access the Site outside of the United Kingdom, you are responsible for compliance with all local laws.

## **How to contact us**

34. You can contact us in relation to any Competition by writing to [Name of Competition], Destination Chesterfield, Chesterfield Commerce Centre, Canal Wharf, Chesterfield S41 7NA