



# South Staffs Water

## Terms and conditions for South Staffs Water's 'Design a water-saving poster' competition

By entering this competition, you (the parent or guardian entering on behalf of your child) agree to be bound by these terms and conditions on behalf of yourself and your child.

### 1. The Promoter

1.1 The Promoter is South Staffordshire Water Plc, a company registered in England with company number 02662742, whose registered office is at Green Lane, Walsall, WS2 7PD. South Staffs Water is a trading name for South Staffordshire Water Plc.

### 2. The Competition

2.1 The title of the competition is 'Design a water-saving poster'.

2.2 The competition is open to children of South Staffs Water's Customers between the ages of 5 and 11 at the date of entry.

2.3 Eligible children are invited to design a water-saving poster for submission (as set out in section 3 below into the competition to win a prize. There will be two categories; one for 5 – 7 year olds and one for 8 – 11 year olds, and there will be one winner in each category.

### 3. How to Enter

3.1 The competition will run from 26 June to 5pm on 24 July 2020 (the "Closing Date") inclusive. All entries received after the Closing Date are automatically disqualified. We cannot accept responsibility for entries not received for whatever reason.

3.2 To enter the competition, submit your child's water-saving poster design by emailing the poster (along with the first name and age of the child) to: [communicationsteam@southstaffs-water.co.uk](mailto:communicationsteam@southstaffs-water.co.uk).

3.3 There is no entry fee and no purchase is necessary to enter this competition.

3.4 There will be two winning entries decided by a panel of three judges (one of which will be independent from the Promoter). One winner will be selected from the 5 – 7 year old category, and one winner will be selected from the 8 – 11 year old category. The judges' decision will be final.

### 4. Eligibility

4.1 To enter the competition, you must be aged 18 or over, have an active registered billing account with South Staffs Water ("Customer"), be a resident of the United Kingdom, and must be the parent or guardian of the child who has designed the poster featured in the entry.

4.2 The poster featured in the entry must have been designed by a child aged between 5 – 11 years. Proof of age may be required. Any entries designed by any child not between the ages of 5 – 11 will be automatically disqualified.

- 4.3 This competition is not open to: (a) employees of the Promoter or any of their group companies; (b) employees of agents or suppliers of the Promoter or any of their group companies; (c) members of the immediate families or households of (a) and (b) above; or (d) anyone who is otherwise connected with the organisation or judging of the competition.
- 4.4 There is a limit of one entry per child. Multiple entries on behalf of the same child will be automatically disqualified. One entry from each child in the same household is permitted.
- 4.5 The Promoter reserves all rights to disqualify an entrant if their conduct is contrary to the spirit or intention of the competition.

## 5. The Prize

- 5.1 The prize will be a £30 book voucher for each winner.
- 5.2 The prize is not negotiable, transferable or exchangeable. The Promoter reserves the right to substitute any prize with another of equivalent or greater value without giving notice.

## 6. The Winners

- 6.1 The Promoter's decision is final and no correspondence or discussion will be entered into.
- 6.2 The winners will be announced on or before 7 August 2020 on our website and social media channels.
- 6.3 If your child's poster is selected as a winning entry you will be contacted personally by email within 14 days of the Closing Date, using the email address you used to submit the winning entry.
- 6.4 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 winners' first name and age, the school name and their winning entry on our website and social media.
- 6.5 If you object to these details being published, please **contact the Promoter** on [communicationsteam@southstaffs-water.co.uk](mailto:communicationsteam@southstaffs-water.co.uk) or **clearly state your objection in the email attaching the competition entry**. (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 Upon receipt of an email notifying you of your child's winning entry (see section 6.3) you must confirm your receipt of the email by replying to [communicationsteam@southstaffs-water.co.uk](mailto:communicationsteam@southstaffs-water.co.uk), confirming the postal address to which the prize should be sent, in order to claim the prize. If the Promoter does not receive your response within 21 days of you being notified of the winning entry, then the prize will be forfeited and a replacement winner will be selected from the other entries received.
- 7.2 The Promoter will send the prize by first class post to your notified postal address within 30 days of receipt of the email confirming your postal address. The Promoter accepts no responsibility for any losses during delivery.
- 7.3 The Promoter does not accept any responsibility, if a winner is not able to receive the prize.

## 8. Limitation of liability

- 8.1 Insofar as is permitted by law, the Promoter, its agents or distributors will not in any circumstance be responsible or liable to compensate any winner or accept any liability for any loss, damage, personal injury or death occurring as a result of receiving 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. Intellectual Property Rights**

- 9.1 The poster design must be original and must not be copied, and it must not infringe the rights of any third parties (including any copyright or trademarks).
- 9.2 The entry must not contain inappropriate content, or any third-party image that you do not have consent to use (including, in the case of a person under 18, consent of their parent or guardian). If requested you will produce evidence of any required consents, or your submitted entry may be disqualified from the competition.
- 9.3 The copyright in the entry is retained by the child creating the competition entry, however you consent on behalf of the child, to grant the Promoter a non-exclusive, worldwide, irrevocable licence, for the full period of any intellectual property rights in the competition entry, to use, display, publish, transmit, copy, edit, alter, store, re-format and sub-licence the competition entry for such purposes.
- 9.4 By submitting an entry, you agree to waive any moral rights contained in the entry and that the Promoter may use the material for any purpose and in any way it chooses, including, but not limited to, marketing, publicity, advertising and presentations. You confirm that there are no restrictions on the usage of the entry and any images contained in it.
- 9.5 You agree to indemnify the Promoter (and its subsidiaries) against any claim from any third party for any breach of these Terms and Conditions.

## **10. Data protection and publicity**

- 10.1 Any personal data in connection with the competition, including personal data provided in the entry (e.g. your email address and your child's first name) will be processed for the purposes of administering the competition in accordance with the Promoter's privacy policy. This includes for compliance with any industry codes and regulations with regard to running this competition.
- 10.2 The Promoter's privacy policy is available at <https://www.south-staffs-water.co.uk/privacy-cookie-policy>
- 10.3 The parent or guardian should acknowledge on behalf of the child that (if their entry is selected as a winner) they may be requested to take part in competition-related promotional activity or advertising organised by the Promoter. Parent or guardian consent will be obtained prior to publication of such material.

## **11. General**

- 11.1 If there is any reason to believe that you or the child entering has breached any of these terms and conditions, the Promoter reserves the right at its sole discretion to exclude that entry from participating in the competition.
- 11.2 If there is any reason to believe that a winner has breached these terms and conditions, the Promoter reserves the right at its sole discretion to disqualify that winner and offer the prize to the next eligible entrant from the valid entries that were received before the Closing Date.
- 11.3 The Promoter reserves the right to cancel or amend the competition (including the Closing Date) and these terms and conditions at any time. Any such change will be published on the South Staffs Water website and/or social media.
- 11.4 The competition and these terms and conditions are governed by English law and any disputes will be subject to the exclusive jurisdiction of the courts of England and Wales.