

# Competition terms and conditions

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## **1. The Promoter.**

The promoter is Elmwood Education Ltd.

## **2. Types of competitions.**

2.1. Competitions are typically, but not limited to, promotion lotteries. Please see details provided on each competition notification or advertisement for exact details.

## **3. How to enter**

### **3.1. Competition dates**

The competition will run from a given "Start Date" to a given "Closing Date" inclusive.

### **3.2. Competition entry deadline**

All competition entries must be received by the Promoter no later than 23:00 on the Closing Date. All entries received after the Closing Date are automatically disqualified.

### **3.3. Enter the competition**

To enter our Competitions, we require contact, competition dependant, via phone, email or Social Media. Details of entry are provided with each Competition. We may contact you to let you know if you have won and arrange delivery of prize, where applicable. We may also contact you to notify you if you have been unsuccessful, runner-up prizes or offers may be supplied. Details on how to enter will be provided with each competition.

### **3.4. The Promoter will not accept:**

#### **(a) Competition entries**

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 receipt;**

Proof of posting or transmission as proof of receipt of entry to the competition.

### **3.5. Terms and conditions**

By submitting a competition entry, you are agreeing to these terms and conditions.

### **3.6. Contact information**

For any enquiries, please contact our office on +44 (0)1707 333 232 or email support at [support@elmwoodeducation.co.uk](mailto:support@elmwoodeducation.co.uk).

### **3.7. Competition terms**

Please see [elmwoodeducation.co.uk](http://elmwoodeducation.co.uk) for a copy of these competition terms and conditions.

### **3.8. Judging criteria**

Competitions that are Random Lotteries have all entries supplied given an identifier and a random number generator used to decide the winner.

## **4. Eligibility**

### **4.1. Competition residents**

Who can enter our competitions can vary from UK Schools, businesses and individuals aged 18 years and older. Where entries are permitted from outside the UK details will be clearly provided on the Competition details. Entries that will never be accepted include;

(a) Employees of the Promoter.

(b) Members of the immediate families or households of (a) above.

(c) Entries from outside the UK unless stated otherwise in the competition details.

### **4.2. Eligibility to enter**

In order to enter the competition, you confirm that you are eligible and eligible to claim any prize that may be awarded. The Promoter may require proof of eligibility in order 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;
- (c) illegible, have been altered, reconstructed, forged or tampered with;
- (d) photocopies and not originals; or
- (e) incomplete.

#### **4.4. Disqualification**

The Promoter reserves the right to disqualify you if your conduct is contrary to the spirit or intention of this prize competition.

#### **5.8. Claiming prize**

In order to claim a prize you must be contactable via the details provided on your entry submission.

### **6. Winners**

#### **6.1. Final decision**

The decision of the Promoter is final and no correspondence or discussion will be entered into.

#### **6.2. Contact the winner**

The Promoter will contact the winner personally as soon as practicable after the Announcement Date, using the telephone number or email address provided with the competition entry.

#### **6.3. Publishing winners**

The Promoter will ask to publish or make available information that indicates that a valid award took place. To comply with this obligation the Promoter will request permission to publish the name or company name of prize winners and, if applicable, their winning entries on the Promoters Social Media Pages [Facebook, Twitter, Instagram or a combination of these] and also the Promoters own website [elmwoodeducation.co.uk](http://elmwoodeducation.co.uk).

#### **6.4. Objections to publication**

If you object to your name, and/or company name for the winning entry being published or made available, please contact the Promoter. 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. Claiming the prize**

Please allow 7 days for delivery of the prize from the Announcement Date.

#### **7.2. Third-party claims**

The prize cannot be claimed by a third party on your behalf. Instances where a prize can only be provided to a School/Business, a third party can enter on behalf of the School but the prize can only be received by the nominated School/Business.

#### **7.3. Claiming prize**

If the winner cannot be contacted or is not available, or has not claimed their prize within 14 days of the Announcement Date, then the Promoter reserves the right to offer the prize to an eligible entrant selected from among those entries that were received before the Closing Date.

#### **7.4. Promoter not responsible**

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 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 (whether acting in their individual capacity or as part of a group) or that of their employees. Your statutory rights are not affected.

## **9. Ownership of competition entries and intellectual property rights**

### **9.1. Competition entry**

The Promoter does not claim any rights of ownership in your competition entry.

### **9.2. Competition entry**

You agree that the Promoter may, but is not required to, make your entry available on its website [elmwoodeducation.co.uk](http://elmwoodeducation.co.uk) and their social media, whether now known or invented in the future, in connection with any publicity of the competition.

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

### **10.1. Personal information**

The Promoter will only process your personal information as set out in the Promoters Privacy Policy found on our website page <https://elmwoodeducation.co.uk/contact/>. See also condition 6.3 and condition 6.4, with regards to the announcement of winners.

## **11. General**

### **11.1. Breach of terms**

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, suspend or terminate your participation in the competition.

### **11.2. Promoter's right**

If it becomes necessary to do so, the Promoter reserves the right to void, suspend, cancel or amend the prize competition.

### **11.3. Governing law**

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.