

## **COMPETITION TERMS AND CONDITIONS – 12 August 2015**

These terms and conditions (“**Terms**”) are supplemental to and should be read in conjunction with any specific entry instructions or terms applying to the specific competition (“**Competition Information**”) and in the event of inconsistency these Terms shall prevail.

To enter a competition all entrants must comply with the entry requirements set out in the Competition Information and these Terms. The entrant acknowledges that failure to comply with the Competition Information or these Terms may result in his/her disqualification from the competition.

Unless expressly stated otherwise in the Competition Information these Terms apply to all competitions run (including, without limitation, in print, online, at events or on social media pages) by D.C Thomson & Co. Ltd (a company registered in Scotland with company no. 5830) whose registered address is 2 Albert Square, Dundee DD1 9QJ (“**D.C. Thomson**”) and/or any group companies wholly or partially owned by D.C Thomson.

D.C. Thomson reserves the right to amend and update these Terms at their sole discretion from time to time and such changes will become effective as soon as they are published on the relevant site/publication.

In these Terms “**Editor**” shall mean the editor(s), including online editor(s) of the newspapers and magazines published by D.C. Thomson and “**Marketing Manager**” shall mean the head of newspaper & magazine marketing for D.C. Thomson from time to time.

### **Eligibility**

1. Employees and members of their immediate families (being spouses, parents, children and siblings) of:
  - (i) D. C. Thomson ; or
  - (ii); or any company or sponsor associated with a specific competition,are not eligible to enter the competitions.
2. Unless otherwise stated in the Competition Information, entry to all competitions is restricted to entrants who are residents of the United Kingdom and Ireland.
3. Anyone under the age of 18 must obtain parental consent before submitting their entry. Any betting, gambling or gaming competitions are restricted to over 18s only.
4. Further restrictions for certain competitions, regarding age and residence requirements may be specified in the Competition Information.
5. D. C. Thomson has the right at any time to require entrants to provide proof of identity as evidence of eligibility to participate. If an entrant fails to comply with a request for proof of identity, or provides false or misleading information, the Editor or Marketing Manager may at his/her discretion, disqualify the entrant from the competition, or, where appropriate allocate the prize to another eligible entrant. Such decision will be final and no correspondence will be entered into about a decision regarding eligibility.

### **Entry**

6. Unless otherwise stated, entrants may make as many entries to a competition as they wish; entries will only be accepted when an original entry form is used unless stated as a specific condition of the competition.
7. Competitions are free to enter and no purchase is necessary however standard charges of entry (including postage charges and standard telephone/SMS/text message network rates) may be incurred.
8. Entries must be submitted in accordance with the format specified in the Competition Information. Proof of making a phone call, sending an e-mail or posting is not proof of our receipt of your entry and D. C. Thomson accepts no responsibility for lost, delayed or damaged entries or entries that are not received for any reason. Where postal entries are permitted only those carrying correct postage will be accepted.
9. The closing date for entries will be specified in the Competition Information (and may be extended at the absolute discretion of D. C. Thomson) and winners will be notified within 28 days of the closing date (or such other date specified in the Competition Information). Any late entries will not be accepted but the participant may still incur any associated costs.

10. Incomplete or illegible entries will not be counted and will be discarded. D. C. Thomson has no responsibility to inform any entrant that their entry is incomplete or illegible or not valid for entry to a competition.
11. D. C. Thomson is not liable for any associated cost to entrants, winners or their parents or guardians of entering a competition or claiming a prize unless expressly specified in the Competition Information.
12. Entrants (including the winners) hereby assign all intellectual property rights and waive all moral rights in their entry to D. C. Thomson. Entries cannot be returned to entrants unless D. C. Thomson specifically agrees to do so. Where materials are returned to the participant, D. C. Thomson accepts no responsibility for the safe return of any material or its return in an undamaged condition or any liability for loss or damage to such material.
13. In entering the competition, you warrant that all information you submit is correct and not obscene or offensive or otherwise in breach of any third party rights and D. C. Thomson reserves the right to verify the eligibility of all entrants. D. C. Thomson reserves the right to disqualify any entrant from the competition if it believes (in its sole discretion) that such entrant has breached any of these terms or the specific terms applying to the competition.
14. Entrants (including winners) shall not do or say anything that could damage or harm the reputation of D. C. Thomson or its group companies, the promoter of the competition (if different), any products included within its publications or any D. C. Thomson publication or sites.

#### **Judging and Draws**

15. For competitions, entries will be judged by a panel of judges and an independent judge, unless subject to a public vote. For prize draws, the winner(s) will be selected at random by the Editor/Marketing Manager. In the event that a competition has generated insufficient correct entries, D. C. Thomson reserves the right to distribute the rest of the prizes to incorrect entries based on a draw. The judge/Editor/Marketing Manager's decision is final and no correspondence will be entered into.
16. Unless expressed otherwise in the Competition Information, if, for any reason, D. C. Thomson is unable to contact a winner to inform them that they have won a competition, or if a winner does not contact D. C. Thomson within a reasonable period of D. C. Thomson sending notification to such winner to confirm acceptance of a prize, then D. C. Thomson serves the right (in its sole discretion) to select an alternative winner.

#### **Prizes**

17. The prizes offered in competitions may be provided by a sponsor (or alternative promoter) rather than D. C. Thomson and in such circumstances D. C. Thomson does not accept any responsibility for the accuracy of any prize descriptions supplied by such third parties.
18. A third party providing the prize in a competition may impose terms and conditions upon the use or the acceptance of the prize. The winner shall be advised of these terms and conditions prior to their acceptance of the prize.
19. Prizes are subject to availability. No cash alternative is available. D. C. Thomson and/or, (if applicable) the competition sponsor reserve the right to offer an alternative prize of equal or greater value than that advertised. The prizes are not transferrable.
20. Prize winners are responsible for paying all taxes, duties and any other levies on prize winnings.

#### **Winners**

21. D. C. Thomson may pass details of winners to a third party who is engaged to deliver prizes to winners on behalf of D. C. Thomson or (as the case may be) a sponsor or alternative promoter.

#### **Publication of Winners' Names**

22. Names of winners and results of competitions may be published by D.C. Thomson in our relevant publications and/or on our relevant sites. To obtain the name(s) of the winner(s) of a specific competition, please send a stamped addressed envelope to:- Group Marketing, D. C. Thomson & Co., Ltd, 2 Albert Square Dundee DD1 9QJ Scotland UK after the relevant closing date. Please indicate on the envelope the name, publication and date of the specific competition. For phone/text entries please mark the envelope for the attention of the "Enterprise department".

#### **Publicity and Use of Personal Information**

23. Entrants agree that (if they win) they will take part in such reasonable competition-related publicity as D. C. Thomson may require and accept that D. C. Thomson may publicise their entry, including photos or images submitted as part of their entry, names, likeness and statements in connection with/resulting from the competition in any and all media. Unless stated otherwise in the Competition Information, no Entrants or Winners shall be obliged to take part in any photo publicity. Entrants shall not enter into any correspondence or give interviews with any third party on any matters arising from the competition, without prior written permission of D. C. Thomson.

24. D. C. Thomson and/or third party promoters for the competition may use data supplied by entrants to process the competition, inform winning participants of their winning entry, distribute prizes and, where the relevant marketing permissions have been collected, to contact entrants in relation to other competitions it runs or to market products or services it believes may be of interest to them.

25. Entry into the competition shall constitute consent to the uses of data contained in these Terms.

26. If, at any time, entrants no longer wish to be contacted for the purposes above, they should contact us in accordance with our Privacy Policy. We will always use and keep personal data in accordance with our [Privacy Policy](http://dcthomson.co.uk/privacy-policy) <http://dcthomson.co.uk/privacy-policy>.

#### **Liability**

27. Except in the case of death or personal injury caused by their negligence or fraud, D. C. Thomson shall not be liable to any entrant (and/or any guest or parent/guardian of an entrant, as applicable) for any loss or damage howsoever caused (whether in contract, tort (including, without limitation, negligence) statutory duty or otherwise) arising out of or in connection with a competition. If D. C. Thomson is liable to a participant for any reason (other than death or personal injury arising from D. C. Thomson's negligence) such liability shall be limited to £50 in aggregate.

28. To the fullest extent permitted by law D. C. Thomson does not make any express or implied warranties, representations or endorsements whatsoever with regard to the competition prizes or any information, service or product provided in connection with a competition.

29. D. C. Thomson does not accept any responsibility for network, computer hardware or software failures of any kind, including (without limitation) those which may restrict or delay the sending or receipt of an entry.

#### **Applicable Law**

30. Competitions and these Terms (including in respect of any non-contractual obligations) are governed by English law and any disputes arising in connection with a competition and/or these Terms (including in respect of any non-contractual obligations) will be subject to the exclusive jurisdiction of the courts of England.