

## **TERMS AND CONDITIONS FOR COMPETITIONS: 18's AND UNDER**

These terms and conditions ("**Terms**") are in addition to and should be read together 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.

By entering a competition each entrant agrees that they and their parent / guardian have read, understood and agreed to be bound by the Competition Information and these Terms.

DCT 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 DCT and "Marketing Manager" shall mean the head of newspaper & magazine marketing for DCT from time to time.

### **Promoter Details**

1. Unless expressly stated otherwise in the Competition Information these Terms apply to all competitions aimed at those aged 18 or under, run by D.C. Thomson and Company Limited (a company registered in Scotland with company no. SC005830) whose registered address is at 2 Albert Square, Dundee DD1 9QJ ("**DCT**") and/ or any group companies wholly or partially owned by DCT.

### **Eligibility**

2. Employees and members of their immediate families (being spouses, parents, children and siblings) of a) DCT; or b) any company or sponsor associated with DCT, may not enter the competition. Any such person attempting to enter shall not be eligible to win and their entry shall not be counted.
3. Unless otherwise stated in the Competition Information, the competition is open to all individuals under 18 years old who are residents of Great Britain and Eire. Further restrictions for certain competitions regarding age and residence may be specified in the Competition Information and shall take precedence over these Terms.

4. Entrants must have the consent of a parent or guardian over 18 to enter the competition. DCT reserves the right to obtain proof of such consent and to refuse entry or to choose another winner if such proof, where requested, has not been given.
5. DCT 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 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 DCT accepts no responsibility for lost, delayed or damaged entries or entries that are not received for any reason. Where postal entries are permitted only original entry forms may be used and only those carrying correct postage will be accepted.
7. The competition is free to enter and no purchase is necessary (unless otherwise stated in the Competition Information). However standard charges of entry (including postage charges and standard telephone/SMS/text message network rates) may be incurred and all entrants must ask permission from the bill payer before entering. DCT is not liable for any associated cost to entrants or their parents and/or guardians of entering a competition unless expressly specified in the Competition Information.
8. Entrants (including the Winner) hereby assign all intellectual property rights (if any) and waive all moral rights in their entry to DCT. DCT is unable to return any entries submitted unless expressly agreed otherwise. Where materials are returned to the entrant DCT 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.
9. DCT accepts no responsibility for entries that are delayed or which are not received for any reason and also has no liability in respect of any incomplete entries that are received. Incomplete entries will not be counted and will be discarded. DCT has no responsibility to inform any entrant that their entry is incomplete and not valid for entry to the competition.
10. By entering the competition entrants warrant that all information they submit is correct and not obscene or offensive or otherwise in breach of any third party rights and DCT reserves the

right to verify the eligibility of all entrants. DCT 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.

11. The closing date for entries will be specified in the Competition Information (and may be extended at the absolute discretion of DCT) 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.

### **Prize**

12. The prizes offered in competitions may be provided by a sponsor (or alternative promoter) rather than DCT and in such circumstances DCT does not accept any responsibility for the accuracy of any prize descriptions supplied by such third parties.
13. 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.
14. Prizes are subject to availability. No cash alternative is available. DCT 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 and non-negotiable.
15. Unless stated otherwise in the Competition Information DCT accepts no responsibility for any costs or expenses incurred by the winner, their guests, or parents/guardians in connection with claiming any prize won in the competition (including travel to and from any event). The parents/guardians of the prize winners are responsible for paying all taxes, duties and any other levies on prize winnings if applicable.

### **Selection of winner**

16. 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, DCT 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.
17. Unless expressed otherwise in the Competition Information, if, for any reason, DCT is unable to contact a winner or the winner's parent/guardian to inform them that they have won a competition, or if a winner or their parent/guardian does not contact DCT within a reasonable

period of DCT sending notification to such winner to confirm acceptance of a prize, then DCT reserves the right (in its sole discretion) to select an alternative winner.

18. The judges' decision is final and binding in all matters regarding the competition (including in the event of a dispute) and DCT will not enter into any correspondence or discussion with entrants.
19. DCT may pass details of winners and their parents/guardians to a third party who is engaged to deliver prizes to winners on behalf of DCT or (as the case may be) a sponsor or alternative promoter.
20. Names of winners and results of competitions may be published by DCT in our relevant publications and/or on our relevant online channels. To obtain the name(s) of the winner(s) of a specific competition, please send a stamped addressed envelope along with a note stipulating which competition it was to:- Beano Marketing, DC Thomson, 2 Albert Square, Dundee DD1 9QJ, 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".

#### **General**

21. To the extent permissible under applicable law, DCT shall not be liable to any entrant or to the winner (and/or any guest or parent/guardian 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 the competition.
22. To the fullest extent permitted by law DCT 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.
23. Entrants (including the winner) shall not do anything that could damage or harm the reputation of DCT, any of their magazines or publications, or any products included as part of the competition prize.
24. The competition is governed by English law and any disputes arising in connection with the competition and/or these Terms will be subject to the exclusive jurisdiction of the courts of England.

#### **Use of Data**

25. Entrants and their parents/guardians agree that (if they win) they may be asked take part in such reasonable competition-related publicity as DCT may require and accept that DCT 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, winners, their guests or parents/guardians shall be obliged to take part in any photo publicity and parent/guardian consent shall be obtained by DCT prior to undertaking 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 the prior written permission of DCT.
26. DCT 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.
27. Entry into this Competition shall constitute consent to the uses of data contained in these Terms.
28. If, at any time, entrants no longer wish to be contacted by DCT, they should contact DCT in accordance with our privacy policy. DCT will always use and keep personal data in accordance with its Privacy Policy which can be found online at <https://www.dctmedia.co.uk/privacy-policy/>. This outlines the basis on which DCT will process any personal data it collects from entrants or that entrants provide to DCT. Please read this carefully and if entrants or their parents/guardians have any questions, or would like to request a paper copy of the policy to be sent to them, contact DCT at [privacy@dcthompson.co.uk](mailto:privacy@dcthompson.co.uk).