

Somerset Garden Day Social Media Competition T&C's

NUMBER	Somerset Garden Day Competition T&C's
1	By submitting an entry to this Competition, entrants agree to be bound by these Terms and Conditions. Entry instructions form part of these Terms and Conditions.
2	Entry is open to residents of the United Kingdom aged 18 and over.
3	To enter, entrants must upload a photograph of themselves wearing flower crowns on social media (Facebook, Instagram or Twitter only) using #gardenday or tagging @somersetgardenday. Entries must be submitted between 00:01 on 13th May and 23: 59 on 13th May 2018.
4	No automated entries are permitted. Multiple entries in breach of this provision will result in those entries being disqualified. If the Promoter becomes aware of an entrant using means to circumvent this condition, then these entries will be disqualified, and any prize entitlement will be void.
5	You own the copyright in your entry as its author. If another person has photographed your entry, you warrant that you have received an assignment of all associated copyright to that entry from that person.
6	By submitting an entry to the Competition, you give the Promoter: a) a non-exclusive, royalty-free, worldwide license to use and publish your entry in electronic format (including on websites and social media accounts controlled by the Promoter) and hard copy for purposes connected with the Competition, and to adapt the entry to enable such publication (including to crop or otherwise edit it for such purposes), and you hereby irrevocably waive, for the benefit of the Promoter, all moral rights in the entry to which you are entitled; and b) The right to use your name and county of residence for the sole purpose of identifying you as the author of your entry and/or as the winner of the Competition.
7	Your entry must not be copied, must not contain any third-party materials and/or content that you do not have permission to use, must not promote any goods or services, and must not show inappropriate or dangerous behaviour, or otherwise be obscene, defamatory, distasteful, offensive, or in breach of any applicable law or regulation. If we have reason to believe your entry is in breach of this paragraph, then we may not consider it and may disqualify it.
8	Entrants confirm that each individual whose image is featured in the entry has given consent for the use of his/her image in connection with this Competition and in accordance with these Terms and Conditions. Where an individual whose image is featured in an entry is aged less than 18 years the entrant confirms that the parent or guardian of that individual has given the relevant consent.
9	The Competition commences at 00:01 on 13th May 2018 ("Start Date") and closes at 23:59 on 13 <sup>th</sup> May 2018 ("Closing Date") (being the "Competition Period"). For the avoidance of doubt, this means that entries must have been received by the Promoter by the close of the

	Competition Period in order to meet the Closing Date validity requirements.
10	The 10 winners will be selected by an independent judge on 16 <sup>th</sup> May 2018 (the "Selection Date"). The name of the judge may be obtained after the 16 <sup>th</sup> May 2018 by writing to the Promoter. The judge will assess all valid entries. The entries that he/she considers in his/her subjective opinion to be the best celebration of the entrant's garden, wearing flower crowns, with the best photographic composition, shall be deemed the winning entry (the "Winner") and will receive one of the 10 prizes. The judge's decision is final and no correspondence will be entered into.
11	The Winner will be notified within 24 hours of the Selection Date by email or direct message (as applicable) on the social media platform used for submission of the entry. They will then be asked to supply details for delivery of the Prize. The Prize shall be delivered within two months of the Closing Date.
12	The Promoter will use reasonable endeavors to contact the Winner using the contact details supplied upon entry to the Competition. If a selected Winner does not respond within 14 days of the first notification, then that individual forfeits the right to claim the Prize and the Promoter is free to select an alternative winner, as appropriate.
13	The Promoter reserves the right to cancel, amend, terminate or temporarily suspend this Competition at any time with no liability to any entrant or any third party.
14	The Prize: £500 worth of garden center vouchers (One per winner)
15	No alternative prizes are available.
16	If for any reason any aspect of the Competition does not function correctly, whether by means of infection by computer virus, network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or any cause beyond the control of the Promoter that corrupts or affects the administration, integrity or fairness of the Competition, then the Promoter may at its sole discretion cancel, modify or suspend the Competition and/or invalidate affected entries.
17	The Promoter and its associated agencies and companies accept no liability for any loss, expense or damage which is suffered or sustained (whether or not arising from any person's negligence) in connection with the Competition, other than such liability that cannot be excluded by law including death or personal injury caused by negligence, where liability shall be limited to the minimum permissible by law.
18	Internet access required.
19	If there are reasonable grounds to believe that there has been a breach of these Terms and Conditions by an entrant, the Promoter may, in its

	sole discretion, invalidate the relevant entry and disqualify the entrant from the Competition, irrespective of the stage in the Competition reached.
20	The Promoter's decision in all matters relating to the Competition is final and binding and no correspondence will be entered into.
21	Entrants agree that, if selected as the Winner of the Competition, they will participate in promotional activities associated with the Competition at the Promoter's reasonable request, without receiving any further payment or compensation (in addition to the Prize).
22	The name and county of residence of the Winner will be available upon request after the 16 <sup>th</sup> May 2017 by sending a stamped, self-addressed envelope to the Promoter at the address provided below.
23	This Competition is subject to English law and the non-exclusive jurisdiction of the English courts.
24	The Promoter is Emily Estate / Hadspen House Candide Limited; c/o Emily Estate (UK) Ltd Estate Office Hadspen House Castle Cary BA7 7NG
25	Entrants hereby release Facebook, Instagram and Twitter of any and all liability in relation to the Competition that can be excluded under English law. The Competition is in no way sponsored, endorsed or administered by, or associated with, Facebook, Instagram or Twitter.