

## **Terms & Conditions for the 2017 Waterways and Boats in Bloom special awards.**

### **1 To enter**

1.1 To enter a nomination into this competition, an individual must submit a photograph and description via the Canal & River Trust Boats in Bloom website <https://canalrivertrust.org.uk/boats-in-bloom> Your nomination can be submitted at any time from Monday 1 May, 2017 ('the start date') and 5pm on Monday 31 July ('the closing date').

1.2 All information contained in the web nomination forms part of these rules, save where that information contradicts these rules, in which case these rules shall prevail. It is a condition of entry that these rules are accepted as final and that each participant agrees to abide by these rules. Submission of an entry will be deemed to mean acceptance of these rules.

1.3 Nominations can be made by individuals who are the owners of the land, premises or boat being nominated, or by members of the public. To be shortlisted for the public vote the Canal & River Trust will seek permission from the owner of the land, premises or boat that has been nominated, if no permission can be sought, these nominations will not be put forward to the public vote stage.

### **2 Eligibility**

This competition is open to all United Kingdom residents aged 18 or over, except those who at any time between the Start Date and the date on which the competition takes place (inclusive) are employees of Canal & River Trust ('the Promoter') or any of its subsidiaries, their families or those otherwise associated with organising this competition. However, employees of Canal & River Trust ('the Promoter') or any of its subsidiaries, their families or those otherwise associated with organising this competition can make nominations for special awards for any other eligible land, premises or boat that is not their own.

### **3 Validity**

3.1 Participants are limited to submitting nominations for individual boats or land/premises once. Multiple nomination from one individual for the same boat or land premises will count as one nomination. No responsibility can be accepted for entries that have been deleted or where the web form submission has not been completed fully submitted. Correspondence will be entered into only at the absolute discretion of the Promoter.

3.2 Entries may be disqualified if they:

- (a) contain any offensive, defamatory, illegal, malicious, indecent or other inappropriate content;
- (b) have been submitted previously in any promotion or competition of any kind or exhibited or displayed publicly through any means;
- (c) refer to brands or promote businesses other than those of the Promoter;
- (d) bring the Promoter or any other party into disrepute or would damage their reputation
- (e) include trade-marks, logos, copyright, designs or any other third party owned materials or intellectual property which the entrant does not have the express permission to use
- (f) include the names, likenesses, photographs or similar of any individual taken without their express permission;

#### **4 To win**

4.1 A shortlist of nominations for each of the special award categories will be published by Monday 10 July. Public voting to choose the winners from the shortlisted nominations will take place between Monday 10 July and Wednesday 9 August. In the event of a tie, each of the shortlisting judges will have one casting vote each per special award category.

4.2 There will be one winner for each of the special award categories.

4.3 The Promoter's decision on all matters relating to the competition will be final.

#### **5 The prize**

5.1 The prize for the winner of each special award category will be announced by the Trust and published on the Boats in Bloom website by Thursday 1 June.

5.2 The Promoter will notify the prize winners via email within 7 days of the competition closing. The prize winners will then have 7 days in which to respond to the Promoter's message within which they must inform the Promoter of their preferred postal address for delivery of the prize, which must be within the UK.

5.3 In the event that:

(a) a prize winner fails to inform the Promoter of their preferred address for delivery within 7 days of the Promoter's email; or

(b) any Prize is returned to the Promoter as undeliverable; the Promoter reserves the right to disqualify the prize winner and present the prize to the runner up prize winner in accordance with Rule 4 above, save at a later date.

5.4 The Promoter is not responsible for any goods or services supplied under these competition rules.

5.5 Events may occur that render the competition itself or the awarding of the prizes impossible due to reasons beyond the control of the Promoter and accordingly the Promoter may at its absolute discretion vary or amend the competition, its rules or prizes and the participant agrees that no liability shall attach to the Promoter as a result thereof. In the event that a prize is unavailable for any reason, the Promoter reserves the right to substitute prizes of equal or greater value at any time.

## **6 Data privacy**

The Promoter will comply with its obligations under and process personal data in accordance with the Data Protection Act 1998 (as amended or replaced from time to time).

## **7 The Promoter**

The Promoter is Canal & River Trust, a charitable company limited by guarantee registered in England & Wales under the company number 7807276 and the registered charity number 1146792, whose registered office is at First Floor North, Station House, 500 Elder Gate, Milton Keynes, MK9 1BB (please do not send entries to this address).

## **8 General**

Please retain a copy of these rules for your reference.

English law applies and the exclusive jurisdiction of English courts shall prevail.

## **9 Acceptance**

By entering the competition, you are agreeing to the terms and conditions.