

## OnStream December 2021 Hamper Competition

### **Terms and conditions**

1. The promotion runs from 9am on Monday 20th December 2021 until 11:59pm on Sunday 2nd January 2022 (“Closing Date”)
2. The promotion is open to Newark and Lincs Village residents, who receive a copy of OnStream, excluding employees of the Promoter (or any company linked to Urban&Civic PLC) (an “Employee”), an Employee’s immediate family or anyone else professionally connected with this promotion,
3. To participate in the promotion, entrants must post one photo of them using the paper frame from page 4 of the OnStream printed Winter 2021 newsletter and share it with Urban&Civic via the Middlebeck Facebook or Twitter channels by tagging @MiddlebeckNewark and using the hashtag #OnStream. Entry by any other means will not be accepted.
4. One entry per person, via social media account. The Promoter accepts no responsibility for entries not successfully completed due to a technical fault, network, or server failure of any kind.
5. Participants are deemed to have accepted and agreed to be bound by these Terms & Conditions upon entry. The Promoter reserves the right to refuse entry or refuse to award the prize to anyone in breach of these terms and conditions.
6. There is one prize on offer with this promotion as defined below.
7. The prize is a Christmas themed food and drink hamper which is worth £150, sourced from a local Newark farm shop. The contents of the hamper are chosen at random by the farm shop owner and cannot be predetermined. Any allergies can be highlighted at the time of notification, but no liability can be accepted by the Promoter for any contents of the hamper that may cause an allergic reaction. The winner is advised to carefully check each item before consumption.
8. The prize will be delivered to the winner’s selected home or business address. This must be in one of the following Newark and Lincs Villages locations, where OnStream is delivered to: Newark town centre, Farndon Rd in Newark, Fernwood Rd in Newark, Balderton, Coddington, Balderton, Beacon Hill in Newark, Winthorpe Estate, Winthorpe, Radcliffe, Sutton on Trent, Bingham, Kelham, Farndon, Southwell, Brough, Barnby Gate Bassingham, Barnby In The Willows, Beckingham, Carlton Le Moorland, Claypole, Long Bennington, Fenton, Stubton, Stragglethorpe, Stapleford, Leadenham, Welbourn, Wellingore, Witham St Hughs, Thorpe, Whisby, Norton Disney, South Hykeham, Lincoln, Swinderby, Haddington, Auburn, Collingham, Eagle or Thurlby.

9. The winner will be selected through an online random name picker.
10. Once the winner is selected, they will be contacted via the social channel they entered via within 48 hours. If following notification of winning, no contact is made by the winner within seven (7) days, the Promoter will randomly select a new winning entrant.
11. The prize is non-exchangeable, non-transferable and no cash alternative is offered.
12. In the event of unforeseen circumstances or circumstances outside of its control, the Promoter reserves the right to offer an alternative Prize(s) of equal or greater value.
13. Any queries regarding the Prize and the Criteria should be sent to Philippa Rivet, WAA Chosen, Wrens Court, 58 Victoria Road, Sutton Coldfield, B72 1SY
14. In relation to this promotion:
  - a. Nothing in these terms and conditions shall exclude or limit the Promoter's liability for death or personal injury caused by their staff or supplier's negligence or for fraud.
  - b. Subject to clause [14], the Promoter does not accept responsibility for any fault, malfunction, damage, loss or disappointment suffered by an entrant and/or a winning Project howsoever arising from entering the promotion or accepting the Prize whether due to any error, omission or other caused by the Promoter or its employees, agents or others.
  - c. Subject to clause [14], the Promoter is not responsible for any damage or loss caused to an Entrant (i) which is not reasonably foreseeable to the Entrant and to the Promoter when the Entrant agrees to these terms and conditions (which occurs automatically when the Entrant participates in this Promotion) or (ii) is reasonably foreseeable to the Entrant and to the Promoter when the Entrant and/or winning Project agrees to these terms and conditions but is only indirectly related to the entrant and/or winning Project participating in this promotion.
  - d. Subject to clause [14], the Promoter reserves the right to amend any element of this promotion, or foreclose this promotion and cannot be held responsible for failure to deliver for reasons beyond its reasonable control, including but not limited to strike, lock-out, labour dispute, illness, act of God, natural disaster, adverse weather conditions, war, riot, civil commotion, accident, epidemic or pandemic, malicious damage, fire, flood and/or storm, compliance with law or governmental order, rule, regulation or direction, breakdown of plant, machinery or transportation. The Promoter is not responsible for any loss or damage caused to the Entrant as a result of any of these occurrences.
15. Entrants must ensure that any person or persons whose image has been used in the project entry has given valid consent for the use of their image or has waived any rights they may have in the images, videos or other media submitted. By entering this promotion, you warrant that any information or material which you submit to this promotion will not infringe the intellectual property, privacy or any other rights of any third party, and will not contain anything which is libellous, defamatory, obscene, indecent, harassing or threatening.

The Promoter reserves the right, but not the obligation, to screen, filter and/or monitor information provided by you and to edit, refuse to distribute or remove such information.

16. In consideration of the Promoter granting entrants a right to enter the promotion, each entrant automatically hereby grants to the Promoter an irrevocable, exclusive, royalty-free, world-wide licence for the full period of copyright to use, alter, adapt or sub-licence such rights to any third party the images, videos or other media submitted by the entrant in respect of the promotion, in any and all media. You agree to waive any moral rights you may have in the images, videos or other media submitted by you. Where relevant, you agree upon the Promoter's request to assign to the Promoter any copyright subsisting in any entries you make to the promotion. All entries are printed / displayed at the Promoter's discretion and may be edited for publication.
17. It is a condition of entry that winners cooperate fully for publicity purposes if so required. By entering this promotion, the entrant agrees for their details and photograph to be included in future publicity material if required. The entrants must also ensure that anyone who is featured in the entry which is being submitted have consented to their details and photograph and details and photographs (if applicable) to be included in future publicity material if required. Failure to provide this consent to the satisfaction of the Promoter may result in the entrant's and/or the winning Project's disqualification from the promotion and the forfeiture of the Prize.
18. The Promoter reserves the right to alter, amend or foreclose this promotion without prior notice in the event that unforeseen circumstances make this unavoidable. The Promoter reserves the right to disqualify any entrant and/or select an alternative winner in the event the Promoter believes that any entrant has contravened any of these terms and conditions.
19. The Promoter's decision is final and binding and no correspondence will be entered into.
20. The prize draw will be governed by English law and entrants to the prize draw submit to the jurisdiction of the English courts.
21. Promoter: Urban&Civic PLC. Registered Office: 115 George Street, Edinburgh, EH2 4JN.  
Company Number: SC149799