

These terms and conditions (“Conditions”) apply to the 12 days of HE (“Competition”)

By entering this Competition, you agree to be bound by these Conditions.

The promoter of this Competition is Greater Manchester Higher, Manchester Metropolitan University Manchester M15 6BH (“**Promoter**”).

### **1. Eligibility**

- 1.1. This Competition is open to individuals between the ages 13 to 18 (school years 9 - 13).
- 1.2. Employees of the Promoter or any associated company and their immediate family as well as their employees and judges of the Competition and their immediate family, or anyone else involved in the organisation of the Competition, are not eligible to enter the Competition.

### **2. How to enter**

- 2.1. To enter the Competition Entrants must:
  - 2.1.1. Find answers to the three questions provided on TAP/our social media accounts by creating a TAP account and messaging team for answers (“Entry and/or Entries”)
- 2.2. Entries must be received by close of business on 12<sup>th</sup> December 2020 to be valid.
- 2.3. The Promoter shall not accept responsibility for Entries not received by the deadline.
- 2.4 All Entrants must comply with the competition instructions/guidance that will be provided by GM Higher via their social media platforms and website.
- 2.5. By entering this Competition you accept, agree and consent to:
  - 2.5.1 . the use of your personal data by the Promoter for the purpose of administration of the Competition (including publishing the name of the winner and any administration relating to the Prize); and
  - 2.5.2. the Promoter contacting you regarding your Entry and the potential use of your Entry (in which case further documentation will be issued).

### **3. Winner selection and contact**

- 3.1. The 3 entries that contain the most information or the answers to the most questions (identified through the TAP platform) will win a £10 Amazon voucher. The winner/s will be contacted by 15<sup>th</sup> December.
- 3.2. The judges shall have absolute discretion to choose the winning Entry and the judges' decision shall be final. The full names of the judges are available upon written request to the Promoter. No correspondence will be entered into in respect of any decision made in connection with this Competition.
- 3.3. At the end of the Competition, the Competition Lead shall contact the winner.
- 3.4 If the Prize is declined by a winner or is withdrawn from a winner, then the declining or forfeiting winner will continue to be subject to the provisions of these Conditions; and the Promoter may offer the Prize to a new winner selected by the Greater Manchester Higher team

### **4. Prize**

- 4.1 The Amazon voucher, which can be emailed direct to the winner. Please note that the Prize is for the named winners use ONLY.
- 4.2. This Prize is non-transferable and non-refundable. There is no alternative prize (cash or otherwise).

### **5. Entry requirements**

- 5.1. Any Entry that is deemed by the Promoter, in its sole discretion, to be unlawful, obscene, vulgar, hateful, threatening, discriminatory, offensive or which may otherwise bring the Competition or Promoter into disrepute will be excluded from the Competition and the Promoter reserves the right to take any further action in respect of this.

## **6. Use and display of Entries and copyright**

6.1. The copyright subsisting in the Entry must belong to the Entrant. Entrants will retain copyright in the Entries they submit. Entrants must not have infringed the rights of any other party or breached any laws when submitting their Entries.

7.2. By submitting an Entry:

7.2.1. you licence and grant the Promoter, the right to anonymously use the quotes and messages contained in the TAP exchanges, and to contact you, the entrant to provide consent to sharing your testimonials as non-anonymous entries via but not exclusive to our website, social media platforms, print and digital marketing materials.

7.2.2. You waive any moral rights or similar rights in respect of your entry to which you may be entitled (at the time of submission or in the future) under any applicable laws in force anywhere in the world;

## **8. Liability**

8.1. Except for death or personal injury caused by negligence of the Promoter or its agents or representatives or for fraud or fraudulent misrepresentation, neither the Promoter, nor its agents or representatives assume responsibility for:

8.1.1. any Prize that is not redeemed;

8.1.5. any incomplete, or late Entries;

8.1.6. any failure to fulfil obligations of any third parties involved in this Competition;

8.1.7. any fault, malfunction, damage, injury, loss or disappointment suffered by the Entrants in the Competition howsoever arising;

8.1.8. any other matter outside of their reasonable control.

8.2. Nothing in these Conditions affects your statutory rights.

8.3. To the extent permitted by law, all conditions, warranties and other terms which might otherwise be implied by statute or common law are expressly excluded from these Conditions.

8.4. The Winner agrees to indemnify and keep indemnified the Promoter, its associated companies and their officers, employees and agents from and against all liabilities, losses, damages and expenses (including legal and other professional fees) arising out of or in connection with any allegations or claims resulting directly or indirectly from:

8.4.1. their Entry into this Competition; and/or

8.4.2. their receipt and use of any Prize.

## **9. General**

9.1. The Promoter reserves the right to cancel or amend the Competition or these Conditions if it has reasonable grounds for doing so.

9.2. The use of any personal data by the Promoter shall be in accordance with the Promoter's Privacy Policy which can be found on the Promoter's website at <http://gmhigher.ac.uk/privacy/>

9.3. The Promoter reserves the right to exclude any Entry from the Competition if it deems it ineligible or otherwise invalid and the Promoter shall have complete discretion in this respect.