

Standard Competition Terms and Conditions

These standard terms and conditions together with any specific rules set out in the Competition Notices (as defined here [Our Community Artwork competition | Travel Essex](#)) are the Competition Rules (“Rules”) and apply to competitions (“Competition”) organised by Essex County Council unless otherwise expressly stated. By entering a Competition, the entrants agree to be bound by these Rules.

Rules specific to each Competition are displayed in a notice on the page for such Competition ("Competition Notice") or in a notice in which the Competition appeared and are incorporated into the Rules. In the event of discrepancy between these terms and conditions and the Competition Notice, the Competition Notice shall prevail.

1. This competition is organised by Essex County Council (ECC), County Hall, Market Road, Chelmsford, Essex CM1 1QH.
2. This competition is organised by Essex County Council (ECC), County Hall, Market Road, Chelmsford, Essex CM1 1QH and Bauer Media Group, Media House, Peterborough Business Park, Lynch Wood, Peterborough, PE2 6EA
3. ECC reserves the right to void, suspend, cancel or amend the competition at any time without prior notice. Any changes will be posted on essex.gov.uk.
4. In the event of any dispute regarding the competition, the final decision of ECC shall be binding and no correspondence or discussion shall be entered.
5. Terms and conditions shall be governed by English law and the parties submit to the exclusive jurisdiction of the courts of England and Wales.
6. This competition is separate to any other competition organised by ECC and people can choose to take part in all, any or none.
7. By submitting an entry to this competition, you are agreeing to the terms and conditions as set out, and you warrant that you have the legal capacity to enter into and agree to be bound by the same.

Qualifying entrants

8. Entrants must satisfy the following conditions to enter the competition: live, work or learn in Essex or have another legitimate connection with Essex now or at any time in the past, submit a piece of work that is their own, enter as an individual, pair or group.
9. Children (of 13 or under) should get their parent's or guardian's permission before entering their personal details (name, email address).
10. Employees of ECC and Bauer Media Group and their families are eligible to enter this competition.
11. By entering the Competition, you hereby warrant that all information submitted by you is true, current and complete. ECC reserves the right to verify the eligibility of all entrants. Use of false name or address will result in disqualification.

12. ECC reserves the right to disqualify any entrant if it has reasonable grounds to believe the entrant has breached any of these terms and conditions.
13. ECC reserves the right to disqualify an entrant or work if their conduct or submitted entry does not fit with the specified brief. In the event that any entrant is disqualified from the Competition, in our sole discretion we may decide whether a replacement should be selected. In this event, any further entrant will be selected on the same criteria as the original entrant and will be subject to these Rules.
14. ECC will not accept competition entries that are automatically generated by computer; completed by third parties in bulk; illegible, altered, reconstructed, forged or tampered with; or incomplete.

Competition entries

15. Competition entries must be made in the manner and by the closing date specified on the Competition Notice. Failure to do so will disqualify the entry.
16. ECC accepts one entry per individual, which can include more than one entrant per household.
17. ECC cannot accept responsibility for any error, omission, interruption, deletion, defect, delay in operation, communications line failure, theft, destruction, alteration of, or unauthorised access to entries, quadrants or entries lost or delayed whether or not arising during operation as a result of server functions, virus, bugs or other causes outside its control.
18. ECC accepts no responsibility for entries not received for whatever reason or for missing contact details submitted with each entry.
19. By entering this competition, the entrant or the parent on behalf of an entrant is indicating their agreement to be bound by these terms and conditions.

Prizes

20. Entries will be eligible for a prize as advertised in the Competition Notice.
21. Where a specific prize is not available, an equivalent will be awarded.
22. Prizes are non-transferable and no cash alternatives to the prizes will be offered.
23. By entering the competition, the winner(s) agree(s) to take part in publicity e.g. media, press release, social media and featuring on the [ECC website and TravelEssex website](#).

Liability

24. Insofar as is permitted by law, ECC, its agents or distributors will not in any circumstances be responsible or liable to compensate the winner or accept any liability for any loss, damage, disappointment, personal injury or death suffered by any entrant entering the competition or as a result of accepting any prize except where it is caused by the negligence of ECC, its agents or distributors or that of their employees. Your statutory rights are not affected.
25. ECC is not responsible for any problems or technical malfunction of any computer on-line systems, servers or providers, computer equipment, software failure of any email or

entry to be received on account of technical problems or traffic congestion on the internet, including any injury or damage to entrant's or any other person's computer relating to or resulting from participation or downloading any materials in the competition.

Data protection and publicity

26. ECC handles information in accordance with the Freedom of Information Act 2000, the Data Protection Act 2018 and the UK General Data Protection Regulation and is the data controller for the purposes of the Data Protection Act 2018 ([ECC privacy notice](#)). The personal information provided by you when entering into the competition will be used to administer the competition and will not be shared with anyone unless the law allows us to do so. Essex County Council will hold your name, age, email and postal address to announce the winner of the competition.
27. By providing your name, age, email and postal address to ECC you consent to ECC processing your personal data for the purpose of running this competition and to provide you with information about this competition.
28. If you would like to see any personal information held on you by us please contact Transparency Team:

Essex County Council, PO Box 11, Chelmsford CM1 1LX

Telephone: 0124 431851

Email: transparencyteam@essex.gov.uk

Intellectual Property

29. ECC do not, unless agreed otherwise, claim any rights of ownership in the entry. The individual who submitted the entry will retain ownership and copyright and will have the right to use their entry in any way they choose.
30. ECC will be able to use entries to the extent set out in the Competition Notice and Rules. Where ECC require ownership of the entry, this will be stipulated in the Competition Notice, as such, individuals can choose whether to submit an entry to the Competition on that basis.