These terms and conditions apply to all competitions featured in any publications and online services that are organised by Cheltenham BID.

By entering a competition entrant accept these terms and conditions together with any specific instructions and terms for such competition which may be mentioned in any electronic messages, or on the website, or communicated to entrants in any other way.

Cheltenham BID may cancel or amend any competition, competition information, or these terms and conditions without prior notice. Any changes will be posted either within the competition information or these terms and conditions.

Competition Entry

The competition is open to all residents of the United Kingdom, i.e. England, Northern Ireland, Scotland, and Wales. For the avoidance of doubt, Jersey, Guernsey, and the Isle of Man are not part of the United Kingdom for these purposes. Cheltenham BID reserves the right to select an alternative winner. There is no minimum age limit unless specified otherwise in the competition information. However, entrants under the age of 18 must insert contact details of a parent or guardian when entering. Employees and members of their immediate families (including any live-in partner or household member).

Where an entrant requires the details of his/her parent/guardian to be entered onto the entry forms, Cheltenham BID may ask for proof of age and in all competitions evidence to verify the identity of that entrant at any time, and may use any channels and methods available to carry out checks of any details provided. Entrants may only enter the competition in their own name.

The opening and closing dates and times for entries are as indicated in the competition information. Any entries received before the opening and after the closing of the competition will be invalid and will not be entered into the competition.

Entry to the competition may only be made through the applicable method(s) indicated in the competition information. Not all of the following methods of entry may be available for entry to each competition. The following terms and conditions will apply where the method is indicated as being available in the competition information..

Web entry

Where specified in the competition information as an available method of entry to the competition, web entrants are required to follow the instructions on the website as indicated in the competition information. Web entrants may be required to supply their name, and/or email address and/or a contact telephone number and/or any other details.

(c) Email entry

Where specified as an available method of entry to the competition, e-mail entrants may enter the competition by sending an e-mail with the information indicated in the competition information and at the email address indicated. There is no charge for email entries. Entrants may receive a message confirming their entry to the competition.

Mobile Internet entry

Where available, entrants may enter the competition by Mobile Internet. Eligible entrants are required to click on the link to the competition on the relevant Mobile Internet webpage and follow instructions to provide the required information to enter the competition. Entries without all the required information will be invalid.

Entry via Social Network Sites

Where specified as an available method of entry to the competition, Social Network Site entrants may enter the competition by responding with the information indicated in the competition details by posting their answer within their comment. There is no charge for such entries.

Neither Cheltenham BID nor its servants, agents, nor any other party or organisation involved in the management, promotion, or administration of the competition or its entry routes or donation of prizes or their agents or subsidiaries involved in the competition will accept responsibility or liability for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft, destruction, alteration of, or unauthorised access to entries, or entries lost or delayed whether or not arising during operation or transmission as a result of server functions (including but not limited to security functions by software used by Incisive Media or any third party), virus, bugs, or other causes outside its control.

Any entries which are incomplete, incorrect, inaudible, incomprehensible, or not received by Incisive Media will be void.

In the event of any fault, mistake, misunderstanding or dispute concerning the correctness or acceptability of the entry or any answers given by entrants (if applicable), or the operation of any part of the competition (in the case of postal entries, a postal strike for example), network or phone system, the decision of Cheltenham BID shall be final and no correspondence will be entered into.

Prizes

The prize is as specified in the competition information.

Where the winner is required to speak for the purposes of a film or video production, they must appear to be able to communicate clearly and appropriately for the production in question. Cheltenham BID reserves the right to select an alternative winner in the event that these requirements are not met.

The process for determining the winner of the prize is as indicated in the competition information. Where the winner is randomly selected from all correct and valid entries, the draw for the winner will take place within 7 days of the date on which the competition closes.

Prize draw prizes will be awarded in accordance with the laws of chance and, if required by law or regulation, under the supervision of an independent observer. Any competition requiring a subjective assessment in the selection of winning entries will be judged by Cheltenham BID or as indicated in the competition information and, if required by law or regulation, an independent judge or a panel including one member who is independent of the competition’s promoters and intermediaries.

Should more prizes be claimed than are available for any reason, a simple prize draw will take place for the available prize(s).

Cheltenham BID will attempt to notify the winner within 21 days after the closing date, or as otherwise indicated in the competition information, and where time is of the essence for such a period as Cheltenham BID shall in its absolute discretion deem reasonable. He/she will be contacted on the phone number, by SMS text, or email address provided when entering the competition. The winner will have a specified fixed time period in which to claim his or her prize. If Cheltenham BID is unable to notify the winner, or if the winner fails to respond within the fixed time period as specified and/or provide an address for delivery of the prize, this may result in forfeiture of the prize and Cheltenham BID reserves the right to select an alternative winner in accordance with these terms and conditions and the competition information.

Cheltenham BID may in its sole discretion refuse to provide a prize, or seek its recovery, in the event of non-entitlement under these terms or an entrant’s breach of these terms, Cheltenham BID’s website terms of use, fraud, dishonesty, or other inappropriate or improper conduct including but not limited to the use of technology which enables an entrant to evade charges or entry requirements.

Cheltenham BID reserves the right to modify, cancel, terminate or suspend the Competition in whole or in part, at its sole discretion, if it believes the Competition is not capable of being conducted as specified in these terms and conditions or in the event of a virus, computer bug or unauthorised human intervention or any other cause that is beyond the reasonable control of Cheltenham BID that could corrupt or affect the administration, security, impartiality, or normal course of the Competition.

Cheltenham BID shall try to deliver the prize to the winner within 28 days from the date of the draw, unless otherwise specified to the winner. Delivery restrictions may apply. No cash equivalent (where applicable) or alternative prize will be given and the prize is non-transferable and non-exchangeable. However, Cheltenham BID reserves the right to change the prize due to circumstances beyond its control or to offer an alternative of similar value.

In relation to all competitions, the first name and surname of the winner may be published by Cheltenham BID and entrants grant to Cheltenham BID a non-exclusive licence to use and publish their entry in any media for the purpose of announcing the winner.

Data Protection and Publicity

Cheltenham BID (or any third party nominated by Cheltenham BID) may exercise its sole discretion to use the winner’s (and (if applicable) their companion’s) name, address, and image and their comments relating to the prize and competition experience for future promotional, marketing and publicity purposes in any media worldwide without notice or without any fee being paid.

Information, data and the caller line identity (“personal data”) which is provided by entrants when they enter will be held and used by Cheltenham BID and their suppliers and contractors in order to administer the competition. If entrants call from a withheld caller line identity and do not provide their caller line identity when entering the competition, Cheltenham BID may use the withheld caller line identity for customer care purposes such as refunds or communications relating to a service e.g. to notify a winner.

By submitting their personal details, the entrant agrees to Cheltenham BID processing those details in accordance with the purposes made known the entrant at the time of collection.

Cheltenham BID shall comply with all applicable requirements of the Data Protection Act 2018, the General Data Protection Regulation, any successor legislation or other applicable law.

Liability

Nothing in these terms and conditions shall exclude or limit Cheltenham BID’s liability for death or personal injury caused by their staff or supplier’s negligence or for fraud. Subject to this, Incisive Media cannot accept any responsibility for any damage, loss, injury or disappointment suffered by any entrant entering the competition or as a result of accepting any prize. Cheltenham BID is not responsible for any problems or technical malfunction of any telephone network or lines, 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, telephone lines or at any web site, or any combination thereof, including any injury or damage to entrant’s or any other person’s computer or mobile telephone related to or resulting from participation or downloading any materials in the competition.

Standard terms

In the event that any entrant does not, or is unable to, comply with and meet these terms and conditions and the competition information, Cheltenham BID shall be entitled at its sole discretion to disqualify such entrant, without any further liability to such entrant. In these circumstances, any prize(s) won by the entrant may be forfeited and Cheltenham BID reserves the right to reclaim any prize(s) already distributed to the entrant. Any entrant must comply with any directions given to him or her by Cheltenham BID including but not limited to any and all relevant laws, rules and applicable regulatory codes.

The invalidity or unenforceability of any provision of these Terms and Conditions shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Terms and Conditions shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

Please note that calls may be recorded to ensure that competition entries are captured, for staff training and quality control purposes.

The promoter of the competition is Cheltenham BID Limited.

These terms and conditions were last updated on 26 June 2020.