

## 1. Introduction

1.1 These are the general terms and conditions (“General Terms and Conditions”) which apply to any competition, prize draw or prize promotion which we may run, whether on our website(s), social media platform(s), on-air or otherwise (each is referred to as a “Competition”).

1.2 These General Terms and Conditions may be amended from time to time and you should check this page for changes.

1.3 Each Competition will have its own specific rules (“Specific Rules”) and by entering a Competition you agree to be bound by these General Terms and Conditions along with the applicable Specific Rules (together, the “Competition Terms and Conditions”). Specific Rules might include entry instructions and any other details, rules or conditions relating to a particular Competition, and might be published on our or our Competition Partners’ website, social media platforms, or may be found in any other media which features a Competition. If any Specific Rules conflict with these General Terms and Conditions, the Specific Rules will prevail.

1.4 In the Competition Terms and Conditions, “we”, “us” “our”, and “the College” all mean Bournemouth & Poole College. Our address is North Road, Poole BH14 0LS. Our “Competition Partners” are third party advertisers on behalf of whom we occasionally operate Competitions – they will be named in the Specific Rules.

## 2. Start and end date/time

2.1 Each Competition will start immediately (i.e. as soon as it is first promoted), unless a later start date/time is specified. The closing date/time for a Competition will be made clear in the Specific Rules or the relevant Competition materials. All times will be based on UK time.

## 3. Entering a Competition

3.1 Unless the Specific Rules specify a different geographic region or a different minimum age, each Competition will be open to individuals aged 18 or over (at the time of entry) who are UK residents and are based in the UK at the time of entering the Competition. For the avoidance of doubt, the Channel Islands and the Isle of Man are not considered to be part of the UK for the purposes of the Competition Terms and Conditions.

3.2 Where a Competition is open to individuals younger than 18, the age requirements for the Competition will be specified in the Specific Rules. We reserve the right to request parental or guardian permission for such individuals to enter and may require a release form to be signed.

3.3 Certain Competitions may have additional eligibility requirements, for example, they may be restricted to certain post codes. If applicable, these will be detailed in the Specific Rules.

3.4 Our employees, agencies, freelancers, contractors (and those of any of our Competition Partners, associated companies or prize providers) and their immediate family members or households (whether related or not), and anyone else professionally involved with the relevant Competition, are excluded from entering any and all of our Competitions (“Excluded Individual(s)”).

3.5 To enter, you must follow the entry process for the Competition, which will usually be explained in the Specific Rules and/or competition materials or announcements. We cannot guarantee entry for (and accept no responsibility for) entries which are mis-spelt, corrupt or ineligible, or for entries which haven’t reached us – for example, postal, telephone, text message, online or social media entries not received as a result of network incompatibility, technical faults or for any other reason. Entries received outside of the opening and closing times of the Competition will not be accepted but may still be charged (for example, if a Competition is being charged at a premium rate in accordance with the provisions at 3.9 or where your network provider charges a standard rate).

3.6 When entering a Competition you must provide us with your real name. In accordance with the provisions at 7.3 below, we may publish your name, nearest geographical location and other details. If you do not want your real name to be disclosed to the wider public, please let us know in advance. If you fail to provide us with your real name, you may be disqualified, in our discretion, and we reserve the right to select another entrant to participate in the Competition or withdraw the prize and select another winner, as applicable.

3.7 Unless otherwise specified in the Specific Rules, you may only enter once or vote once (as applicable) for each Competition and no bulk, automated, machine assisted, third party, syndicate or other group entries will be accepted. We will disqualify any entries which, in our reasonable opinion, appear to have used any of these entry methods, for example, entries or votes from the same IP address, email address, postal address, telephone number, or similar or entries which we, in our sole discretion but acting reasonably, consider to be suspicious or fraudulent. You may not enter a Competition if you have been given the answer(s) or any other relevant information in relation to the Competition, directly or indirectly by any Excluded Individual.

3.8 If you are ineligible to take part in the Competition (e.g. because of age restrictions or previous exclusions), your entry cannot be transferred to anyone else. If we find out that you are ineligible to take part, you may be disqualified and we reserve the right to select another entrant to participate in the Competition or withdraw the prize and select another winner, as applicable.

3.9 Unless otherwise specified, there is no additional charge to enter a Competition. However, if entry is made via text message, MMS or telephone call, your network provider will usually charge according to their standard rate or deduct it from your allowance. Standard rate text messages to Competition shortcodes are not normally included in ‘inclusive’ packages and may be charged. If entry is made by text message, be sure to use the correct shortcode; be aware that shortcodes change from Competition to Competition. In all

cases, please check with your service provider for more details and charges. If you are not the bill payer, you must obtain the bill payer's permission before entering. The College takes no responsibility for your entry.

#### 4. Winner selection/notification

4.1 For each Competition, there will be only one grand prize winner unless otherwise specified in the Specific Rules.

4.2 Unless otherwise specified in the Specific Rules:

In the case of a prize draw, winner(s) will be selected at random. This will be done by either (a) an automated process, or (b) a process which will be conducted or supervised by an independent person, or (c) such process as is explained in the Specific Rules.

In the case of a competition, where the selection of a winning entry is open to subjective interpretation (for example, in the case of a written submission such as "tell us in 100 words why your pet is the best pet in the world"), the prize winners will be selected by an independent judge or a panel of judges that includes one independent judge. The names of the independent judges will be made available on request by writing to [marketing@bpc.ac.uk](mailto:marketing@bpc.ac.uk) – the judges may vary with each competition, so please ensure you identify the relevant competition when making that request. However, for competitions that involve the selection of winners at random from a pool of eligible entrants, such random selection will be conducted using a random computer process.

4.3 If you win a prize:

4.3.1 we will notify you within the timeframe set out in the Specific Rules, (this will be no later than 28 days of the end date of the Competition if no timeframe is set out in the Specific Rules); and

4.3.2 you will need to respond to this notification within the timeframe set out in the Specific Rules (this will be no later than 28 days following the date of our notification if no timeframe is set out in the Specific Rules) and follow the instructions provided to you. You will need to provide proof of your ID, age and address.

Once you have provided all the required information, we will then send you the prize within 28 days of our receipt of this, subject to the provisions set out at 5.3 below. We will not be liable for any prizes which are lost, delayed, damaged or destroyed in transit.

4.4 If: (i) you are unable to provide us with a valid form of ID and/or proof of age or address; (ii) you provide us with incorrect or fraudulent information; or (iii) you fail to comply with any other instructions or time limits notified to you (including but not limited to the additional requirements with regards to a prize at 5.4 below), you will forfeit your right to the prize and we reserve the right to withdraw the prize and select another winner.

5.1 The prize or prizes will be as described in the relevant Specific Rules. Imagery is for illustrative purposes only, and colours and other minor details may vary. Anything which is not expressly included in the prize description in the Specific Rules is not included as part of the prize. For example, without limitation, transport/travel, meals, refreshments, accommodation, insurance, spending money, are all excluded from the prize unless expressly included.

5.2 Each prize is subject to availability and is non-transferable, non-refundable and, (unless we offer it), no cash alternative is available. Where prizes consist of entry tickets, events and other time-specific prizes, they must be taken on the dates specified by us.

5.3 We and our Competition Partners will, of course, try to provide the prize as described and try to provide the prize within the timeframe set out in the Competition Terms and Conditions. Occasionally, circumstances beyond our reasonable control might make this difficult or impossible. For example, if a prize involves a meet and greet with a celebrity they may be unwell or their commitments may change, or if the prize involves travel or tickets to an event, weather conditions or other circumstances (including without limitation local or national rules or official guidance relating to a pandemic) might mean that plans are disrupted, postponed or cancelled. If we consider it necessary or appropriate, a prize or prizes (or part thereof) might be varied or swapped for a suitable alternative of equivalent value which will be decided in our sole discretion.

5.4 You must have a UK bank account in order to be eligible for any cash prize. We will not issue prizes via a cheque.

5.5 You will not be entitled to receive a prize which, for any reason, you would be prohibited by law from purchasing, using, owning or possessing, and you must not enter a Competition to win such a prize. If you are the winner of such a prize, you will be disqualified, and we reserve the right to withdraw the prize and select another winner. For the avoidance of doubt, you will not be entitled to an alternative prize unless we decide in our sole discretion to grant you an alternative prize (instead of disqualifying you and selecting an alternative winner).

5.6 Any tax or other charge payable in conjunction with the prize will be your sole responsibility. If this is of concern you should speak to a financial advisor.

5.7 The prize cannot be used in conjunction with other offers, Competitions or prizes.

5.8 Third party terms and conditions may apply to certain parts of a prize, where applicable. For example, where the prize contains ticket(s) to an event, you and any guest(s) and/or travel companion(s) will not only be bound by the Competition Terms and Conditions, but also the event organiser and venue owner's rules and all terms and conditions set out on the ticket.

5.9 Unless otherwise specified in the Specific Rules, you may not win more than one prize per Competition and we reserve the right to withhold or reclaim any second or subsequent prize.

5.10 So that we can ensure the fairness of our Competitions, we reserve the right to prevent you, at our absolute discretion, from entering any of the Competitions for a period of

six months (“Exclusion Period”) if you have won more than one prize during the previous six months. If we choose to exercise this right, we will notify you in writing (for example by email). If you enter any Competition during the Exclusion Period, you may be disqualified and we reserve the right to: (i) select another entrant to participate in the Competition or withdraw the prize and select another winner, as applicable; (ii) impose either a further exclusion period of twelve months from the date of your last entry attempt, or a longer or permanent ban, if we deem this necessary or appropriate; and/or (iii) disqualify your mobile phone number(s) and email addresses from future Competitions during this Exclusion Period. If you are disqualified, entry fees (if any) will not be refunded.

## 6 Additional terms relating specifically to prizes involving an event

6.1 Where a Competition prize involves attendance at or tickets to an event, you acknowledge that we are not liable or responsible if you fail to attend the event for any reason. If the event is cancelled or rescheduled, we will either secure tickets for the winner to attend the rescheduled event if practical (the date and time will be decided solely between us and the prize provider) or, in our discretion, provide an alternative prize.

6.2 Where a Competition prize involves an event, you acknowledge that this prize is subject to the terms and conditions of the venue, the promotor and the ticket agent and you must comply with all such terms and conditions, including but not limited to any relevant instructions and health and safety requirements.

## 7 Publicity and identity of winners

7.1 If you win a prize, you (and your guest(s)/ travel companion(s) if applicable) may be required to take part in reasonable publicity. You must (if we request) procure the written agreement of your guest(s)/ travel companion(s) to take part in such publicity.

7.2 In some cases, you might become aware of confidential information relating to a Competition. If you do become aware of any confidential information relating to the Competition, including (without limitation) any information that has not yet been made public broadcast and/or information we ask you to keep confidential indefinitely, you must keep this information confidential until we confirm in writing (for example, by email) that it is no longer necessary to do so. If you fail to do this, or we have reasonable grounds to suspect you have failed to do this, we reserve the right to disqualify you from the Competition in our discretion, and/or to withhold the prize from you and award it to another entrant, and/or to take any other measures we consider necessary or appropriate based on the relevant circumstances.

7.3 We and the prize provider may publish and publicise your name, image, social media handle and/or profile picture, your nearest geographical location (for example, your nearest city, town or county) and your entry, and we may refer to you and your guest(s)/

travel companion(s)' association with the Competition and/or the prize, in any and all media, worldwide, as often and for as long as we consider appropriate or desirable, for publicity and PR purposes, solely in connection with the Competition.

7.4 In relation to winners (and runners up if applicable), you understand that we and our Competition Partners may: (i) interview you and your guest(s)/travel companion(s) which we may film, photograph and/or record and; (ii) film, photograph and/or record, you and your guest(s)/travel companion(s) in connection with the Competition, either by telephone or in person, and we may use such films, recordings and/or photographs for publicity and PR purposes in any and all media, worldwide, as often and for as long as we consider appropriate or desirable, in connection with the Competition. We may also publish your and your guest(s)/travel companion(s) name, image, social media handle and/or profile picture.

## 8 Use of your entry and/or submission

8.1 By entering a Competition or submitting a video, image, audio file or any other materials (a "Submission") in relation to a Competition (including as part of the entry process or as part of a prize) or if you tag or mention us directly or indirectly in any photo, video or other content ("Other Content") in connection with the Competition, you agree that we, our Competition Partners and the prize provider can re-post, re-tweet, publicise and otherwise use that entry, Submission and/or Other Content in whole or in part (with or without any accompanying comments and information such as your handle and profile picture) for the purposes of the Competition and that we, our Competition Partners and the prize provider can do so via the same platform(s) that you posted or shared the entry, Submission and/or Other Content on, as well as via other social networks and platforms that we use, and on our websites. However, we'll never sell or charge anyone for copies of your entry, Submission and/or Other Content (without your approval).

8.2 Unless otherwise expressly stated in the Specific Rules, you will remain the owner of the rights (e.g. copyright) in your entry, Submission and/or Other Content. By entering, you grant us an exclusive, worldwide licence (i.e. permission) to use the entry, Submission and/or Other Content that you provide, as often and for as long as we consider appropriate or desirable. This means that only we will be able to use this and you will not be able to use the entry, Submission and/or Other Content with one of our competitors. You waive and agree not to assert your moral rights (e.g. the right to be named or credited) in relation to the same throughout the world, forever.

8.3 You guarantee to us that:

8.3.1 you own and control all of the rights in your entry, Submission and/or Other Content; your entry, Submission and/or Other Content is not in breach of any third party intellectual property rights, moral rights, right to privacy, right to confidentiality etc., and you have the right to grant the rights set out in the Competition Terms and Conditions;

8.3.2 you have obtained the prior written consent from anyone featured or mentioned in your entry, Submission and/or Other Content (and in the case of children under the age of 18 and you have obtained the consent of the relevant child's parent/guardian);

8.3.3 your entry, Submission and/or Other Content does not violate any applicable law or regulation or codes of good practice;

8.3.4 your entry, Submission and/or Other Content does not contain anything which is indecent, untrue, defamatory, unlawful, hateful, threatening, demeaning, inappropriate, obscene, malicious or which is in contempt of court;

8.3.5 your entry, Submission and/or Other Content will not cause any kind of harm or damage and does not (to the best of your knowledge or belief) contain any virus, malware, spyware or similar;

8.3.6 you will reimburse us for any loss, damage or liability arising out of a breach of your guarantees set out above.

8.4 You will sign such document as we reasonably request, at no cost to us, to confirm any or all of the above.

8.5 Unless otherwise stated, your entry, Submission and/or Other Content will not be returned to you.

## 9 Data Protection

9.1 Your personal data, and the personal data of any guest(s)/travel companion(s) that you or they provide to us, will be collected and processed by us, our licensees, the Competition Partners named in the Specific Rules, as well as the prize providers, and if applicable, our service providers, network operators and suppliers in order to administer and fulfil the Competition. Your personal data may also be disclosed to any regulatory authorities at their reasonable request for regulatory purposes, for example, in order to prevent, investigate and detect crime, fraud or anti-social behaviour and comply with law enforcement agencies and applicable advertising codes.

9.2 We may hold your personal data for a period of 2 years in order to comply with our regulatory obligations.

9.3 You may be asked if you want to opt-in to marketing from us or our Competition Partners when you enter a Competition. If you choose to opt-in, we and/or our Competition Partners (as applicable) will use your personal data for marketing purposes. You can opt out at any time.

9.4 We, the Competition Partners and the prize providers may transfer and process personal data outside of the EEA and UK for the purposes of administering the Competition.

9.5 By entering a Competition, you acknowledge that any personal data provided by you in connection with the Competition will be processed as set out above and in accordance with our **Privacy Policy**, which sets out full details of how we process personal data and how you can exercise your rights as a data subject. Please ensure you have read and understood our **Privacy Policy** before entering any Competition.

9.6 You may request the removal of your personal details from our database by contacting marketing@bpc.ac.uk. If you request that your personal details be removed prior to the conclusion of a Competition, you will forfeit your right to enter the Competition and/or claim any prize and we reserve the right to select another entrant to participate in the Competition or withdraw the prize and select another winner, as applicable.

9.7 If you are required to submit a guest(s)/travel companion(s) personal data to enter a Competition, you must ensure that your guest(s)/travel companion(s) have given you consent to provide us with their personal data.

## 10 Liability

10.1 Your entry or participation in Competition and/or prize is at your own risk. If the Competition or prize requires that you undertake any physical activity please ensure, before entering the Competition, that you are in good health, that you have informed us before or at the time of claiming the prize of any underlying medical condition, physical or other impairment or medication you are taking which may be relevant and which could adversely affect your use or enjoyment of the prize, or ability to claim the prize. You must notify us immediately if you become ill or become aware of any other relevant medical or health and safety information which could affect your participation in a Competition and/or prize. If you have a disability, please make this clear to us when you claim the prize, so we can consult with you well in advance of the prize and make such reasonable adjustments as are practical and within our reasonable control, based on all the circumstances, to ensure that you can enjoy the prize to the fullest extent.

10.2 If we consider in our reasonable opinion or have grounds to suspect that:

10.2.1 you or your entry are in breach of the Competition Terms and Conditions;

10.2.2 you or any third party have cheated, deceived or engaged in fraudulent or unsporting conduct of any kind (including but not limited to, manipulating a Competition, choice of prize winner(s) or any entry);

10.2.3 you or your guest(s)/travel companion(s) conduct yourselves in a way which is abusive or which exposes you or others to any medical, security, safety or similar risk whatsoever (including if you are intoxicated or abusive in any way) without limiting the options available to us, you may be disqualified and we reserve the right to select another entrant to participate in the Competition or withdraw the prize and select another winner, as applicable. You agree that you have not done anything and will not do anything which is likely to bring us or any of our Competition Partners or prize partners into disrepute or which might adversely affect our reputation or the Competition. Entries deemed by us to be rude, offensive, defamatory, illegal or condoning dangerous behaviour will be removed from the Competition. If you are disqualified for any reason, you will not be compensated and you may be required to pay any costs incurred.

10.3 Save that nothing in the Competition Terms and Conditions limits or excludes our (or any third party's) liability arising from fraud or from death or personal injury caused by negligence or any other type of liability which may not be limited or excluded by law, to the



fullest extent permissible by law, we (and the Competition Partners and any prize providers): (i) shall have no liability in relation to any act or omission of any third party; and (ii) exclude all liability to you and anyone else for any claims, costs, losses, including indirect loss, damage or harm of any kind arising from or in connection with the Competitions and prizes and your use or enjoyment of them. For example, if you book or take time off work with the intention of taking up a prize (e.g. an event) on a particular date, and the event is subsequently postponed, changed or cancelled, we would not be responsible for covering your wages or salary for your missed day of work on that day or any other day off you take. This is only one example and is not intended to limit the general interpretation of this clause.

10.4 Save that nothing in the Competition Terms and Conditions limits or excludes our (or any third party's) liability arising from fraud or from death or personal injury caused by negligence or any other type of liability which may not be limited or excluded by law, to the fullest extent permissible by law, in no event will our and/or the Competition Partners' total aggregate liability to you exceed the cost of the prize in the relevant Competition.

10.5 We make no representation, warranty or guarantee in relation to prizes provided and, subject to the provisions set out at 11.3 and statutory rights which cannot lawfully be waived, we will have no liability to you in relation to any prize, its fitness for purpose or otherwise.

10.6 Unless otherwise expressly stated in the Specific Rules, the Competitions are in no way sponsored, endorsed or administered by, or associated with any social media platform (including without limitation Twitter, Facebook, Instagram, YouTube or TikTok). You hereby release all such social media platforms from any liability. Any questions, comments or complaints regarding this Competition must be directed to us only, and not to any social media platform.

10.7 We cannot guarantee that the services or systems for entering the Competition will be free from omissions or errors. Subject to the above, we do not accept any liability in relation to such services or systems.

## 11 Other rules

11.1 We reserve the right to withdraw or amend any Competition, prize and/or the Competition Terms and Conditions if we consider it necessary or appropriate to do so for reasons beyond our reasonable control (including but not limited to strikes, labour dispute, illness, act of God, natural disaster, adverse weather conditions, actual or threatened pandemic or epidemic, disease or quarantine and/or any corresponding governmental action, guidance and/or ruling, damage, fire, flood and/or storm, compliance with law or governmental order.) or if there has been a broadcasting or printing error. If, due to any of these circumstances, we are unable to fulfil a prize or perform any of our obligations under the Competition Terms and Conditions, then we shall not be in breach of the Competition Terms and Conditions. Any changes will be posted here and/or on our website.

11.2 You agree to keep confidential any information which you know or reasonably ought to know is confidential and which relates to us, our business, the Competition or prize.

11.3 In the Competition Terms and Conditions and any promotional materials, examples are given to help illustrate some terms; they are not exhaustive and do not limit those terms in any way.

11.4 In the event of any dispute, our and any judges' decisions are final, and no correspondence will be entered into.

11.5 The Competition Terms and Conditions, including any additional terms and conditions which are expressly incorporated into the Competition Terms and Conditions, represent the entire agreement between you and us in relation to the Competition and the prize. The invalidity, illegality, or unenforceability of the whole or any part of the Competition Terms and Conditions does not affect the remainder of the Competition Terms and Conditions, which will remain in full force and effect. The Competition Terms and Conditions do not create any right or benefit enforceable by any third party.

11.6 The Competition, and the Competition Terms and Conditions, are governed by English law, and any disputes arising in connection with them shall be subject to the exclusive jurisdiction of the English courts.

11.7 For all enquiries in relation to a Competition or the Competition Terms and Conditions, please contact [marketing@bpc.ac.uk](mailto:marketing@bpc.ac.uk). In all correspondence, please state the name of the Competition and the name of the radio station (or other media platform) which promoted it.