

General Terms & Conditions for competitions

1. Introduction

1.1 These Terms and Conditions (General Contest Rules) shall be binding on you when entering any competitions operated by Freshwater Theatre Company.

1.2 These General Contest Rules apply to all Freshwater Theatre Company competitions. We may amend them from time to time. Special Terms and Conditions may apply to particular competitions, in which case an addendum to these General Contest Rules will be made.

1.3 No purchase or payment is necessary to enter a Freshwater Theatre Company competition.

1.4 Entry and participation in any competition shall be deemed an unconditional acceptance by you of these Terms. All entry instructions and any other specific details relating to the competition or the prizes form part of these Terms.

2. Eligibility

2.1 You must be ordinarily resident in the United Kingdom. Employees of Freshwater Theatre Company, their immediate families, press, agencies, sponsors and commercial partners or any other persons directly or indirectly connected with the competition are not eligible to enter any competition.

2.2 Unless otherwise specified, no person may enter a competition more than once.

2.3 Unless otherwise stated you must be at least 18 years old, and if requested to do so, provide proof of your age.

2.4 You must provide personal details as reasonably requested to do so by Freshwater Theatre Company. Refusal to comply will result in disqualification from the contest.

2.5 All decisions of Freshwater Theatre Company will be final and binding. No correspondence will be entered into.

2.6 All entries must be received by Freshwater Theatre Company by the closing date specified in the competition. Answers will be entered automatically upon submission. No responsibility will be taken by Freshwater Theatre Company for any answers that are illegible, misdirected, lost for technical or other reasons or received after the closing date.

3. Prizes

3.1 All prizes must be collected within six months of Freshwater Theatre Company submitting notification to the winner that they have won the prize. After that time, unclaimed prizes will be deemed null and void. Freshwater Theatre Company will not notify winners of the time remaining. It is the sole responsibility of winners to collect their prize.

3.2 Prizes can be claimed over the phone by quoting the specific prize code given to the competition winner. The prize can only be claimed by the competition winner, and the winner must provide proof of identity if reasonably requested.

3.3 Where a winner chooses not to accept a prize, they forfeit any and all claims to that prize, which will be dealt with at the absolute discretion of Freshwater Theatre Company.

3.4 Prizes are not transferable, must (where applicable) be used on the dates specified and may not

be redeemed for cash.

3.5 Prizes cannot be claimed against any booking of 'A Wild Day Out' unless otherwise specified.

3.6 If a specified prize becomes unavailable, Freshwater Theatre Company may substitute a replacement prize at its absolute discretion. In such an instance, Freshwater Theatre Company will endeavour to ensure the substitute prize is of equal or greater value to the original prize.

3.7 If the winner(s) of the prize cannot be traced after all reasonable efforts having been made by Freshwater Theatre Company, then we may dispose of the prize as it thinks fit without any liability to the winner(s) for having done so.

4. The Contest

4.1 Freshwater Theatre Company does not accept responsibility for entries lost, damaged or delayed in transit to the competition address. Proof of posting will not be accepted as proof of receipt (nor will proof that an email has been sent be accepted as proof it has been received).

4.2 Fraudulent, illegible or incorrect entries will not be accepted (at the absolute discretion of Freshwater Theatre Company).

4.3 The decision of Freshwater Theatre Company judges is final and conclusive in all circumstances and no correspondence will be entered into.

4.4 Freshwater Theatre Company may terminate any contest at any time at its absolute discretion. In the event of such termination, Freshwater Theatre Company may, at its absolute discretion, elect not to award any prize in respect of the terminated contest.

5. Publicity

5.1 Freshwater Theatre Company may publicise, broadcast or otherwise disclose a competitor's name and school name. Freshwater Theatre Company may promote or advertise that a winner has won a contest.

5.2 Freshwater Theatre Company may incorporate information from entrants in any contest in any database to be used for the purpose of its business. Upon entry into a competition a contestant will automatically give permission for use of personal data and this information will be retained in accordance with the Data Protection Act.

6. Freshwater Theatre Company - Exclusion of Liability

6.1 Freshwater Theatre Company is not liable in any way for any costs, expenses, damages, liability or injury arising out of or in any way connected with the competition or prizes, other than those costs and expenses specifically provided for in the prize (if any). This exclusion does not include any liability for negligence by Freshwater Theatre Company or death or personal injury arising out of such negligence.

6.2 Freshwater Theatre Company accepts no liability (and excludes all liability) for any loss of profit, business, contracts, revenues or anticipated savings or for any special, direct, indirect or consequential loss of any nature howsoever arising.

6.3 Freshwater Theatre Company shall not be liable to perform any of its obligations under the competition or in respect of the prizes where it is unable to do so as a result of circumstances beyond its control and shall not be liable to compensate you in such circumstances.

7. Jurisdiction

7.1 These rules shall be governed and construed in accordance with English Law.

7.2 Where Freshwater Theatre Company has special contest Terms and Conditions in relation to a particular contest, then they (the special terms and conditions) will prevail in the event of inconsistency between those special contest Terms and Conditions and these General Contest Rules.

7.3 Persons under the age of 18 are ineligible to enter any contest run by Freshwater Theatre Company.

7.4 A failure by Freshwater Theatre Company to enforce any of these contest rules in any instance(s) will not give rise to any claim by any individual.

7.5 Special restrictions or qualifications may apply to particular contests, in which case an addendum to these General Contest Terms and Conditions will be made.

7.6 Freshwater Theatre Company may change these General Contest Terms and Conditions at any time.