



THE EDINBURGH PRESS CLUB

Edinburgh Press Competition Terms & Conditions (1 of 4)

Last update May 1, 2017

COMPETITION/PRIZE DRAW TERMS AND CONDITIONS

1. These terms and conditions together with any specific rules set out in Competition Notices (as defined below) are the Competition Rules ("Rules") and apply to any competitions ("Competition") featuring in any Edinburgh Press Club publications and/or on the Edinburgh Press Club Internet site unless otherwise expressly stated. By entering a Competition, entrants agree to be bound by these Rules.
2. 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.
3. The Edinburgh Press Club reserves the right to cancel or amend the Competition or the Rules without notice in the event of a catastrophe, war, civil or military disturbance, act of God or any actual or anticipated breach of any applicable law or regulation or any other event outside Edinburgh Press Club's reasonable control. Any changes will be posted either within these terms and conditions or the Competition Notice. A copy of the Rules may also be obtained by contacting the relevant Promotions Department of the publication in which the competition appeared.
4. In the event of any dispute regarding the Rules, conduct, results and all other matters relating to a Competition, the decision of the judge(s) shall be final and no correspondence or discussion shall be entered into.

QUALIFYING ENTRANTS

5. To qualify to enter the Competition you must be resident in the United Kingdom, Republic of Ireland and/or the Isle of Man. The address you provide with your competition entry ("Entry") may be used to send any prizes so please make sure this is correct.
6. Employees of Edinburgh Press Club and any subsidiary of the Cameron Guest House Group or any associated company of Edinburgh Press Club and their immediate families, persons connected with the competition/prize draw and their immediate families i.e. prize sponsors, newsagents, wholesalers & their agents are not eligible to enter the Competition.
7. Additional eligibility requirements may apply to a specific Competition, e.g. a valid passport, visas and/or driver's licence will be required if the Competition prize includes travel outside the United Kingdom and/or car hire.
8. By entering the Competition, you hereby warrant that all information submitted by you is true, current and complete. The Edinburgh Press Club reserves the right to verify the eligibility of all entrants.
9. The Edinburgh Press Club assumes that by reading the publication or by using the website and entering the Competition (and you warrant that) you are aged 18 or over or, if you are under 18, that your parents have consented to your entry into the Competition and these Rules.
10. The Edinburgh Press Club reserves the right to disqualify any entrant if it has reasonable



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grounds to believe the entrant has breached any of the Rules.

11. In the event that any entrant is disqualified from the Competition, The Edinburgh Press Club in its sole discretion 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.

COMPETITION ENTRIES

12. Only one entry per person per Competition is allowed (except where the Competition Notice states that more than one entry can be submitted) and any entrant who enters more than the permitted maximum will be disqualified. Unless otherwise indicated photocopies of entry coupons are not accepted. Where a winner has been selected and The Edinburgh Press Club discovers or has reasonable grounds to believe the winner has made more than one Entry, The Edinburgh Press Club reserves the right to select an alternative winner. Any further winner will be selected on the same criteria as the original winner and will be subject to these Rules.

13. Competition entries must be made in the manner requested and by the closing date specified on the Competition Notice. Failure to do so will disqualify the entry.

14. Only one entry per person will be accepted. If it becomes apparent that a participant is using a computer(s) to circumvent this term by, for example, the use of 'brute force', 'script' or any other automated means, that person/those e-mail addresses will be disqualified and any prize award will be void.

15. There is no purchase requirement to enter an online Competition. There is no charge to register with The Edinburgh Press Club website if registration is required as part of the entry process. Edinburgh Press Club competitions may require a purchase for entry and may not offer a free entry route.

16. Where an offer is made for participation in a Competition involving a purchase, the Competition Notice will include details of the purchase required. Where entry to a Competition is by purchase, a free entry route may also be provided at the discretion of The Edinburgh Press Club.

17. Proof of posting or emailing cannot be accepted as proof of delivery. The Edinburgh Press Club cannot accept responsibility 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, virus, bugs or other causes outside its control.

18. Entrants should note that unless stated otherwise, The Edinburgh Press Club does not accept responsibility for the return of any Entries, including those consisting of artistic or other material.

PRIZES

19. Prize winners will be chosen at random, unless specified otherwise in the Competition Notice, from all qualifying Entries within 28 days of the closing date specified in the Competition Notice. In



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all matters, the decision of the judge(s) shall be final and no correspondence or discussion shall be entered into.

20. Prize winners will be notified in the manner and within the time specified on the Competition Notice. Return of any prize notification as undeliverable or failure to reply as specified in the notification (and within the time stated) may result in disqualification and selection of an alternate winner. If more than one prize is awarded only one prize per entrant will be awarded. Competition winner(s)' names may be published in the The Edinburgh Press Club's website and social media.

21. Claims for prizes must be made in the manner and within the time specified on the Competition Notice. Failure to claim a prize within this time or in the manner specified may result in disqualification and selection of an alternate winner.

22. Prizes are non-transferable and there is no cash alternative. The Edinburgh Press Club reserves the right to substitute prizes of equal or greater value at any time.

23. Prizes are awarded at the discretion of The Edinburgh Press Club and no prizes will be awarded as a result of improper actions by or on behalf of any entrant.

24. Where a prize may not be appropriate for a younger contestant, the minimum age for entry will be stated in the Competition Notice and must be observed. The Edinburgh Press Club reserves the right to request written proof of age of any winner.

25. All taxes, insurances, transfers, spending money and other expenses (including meals or personal expenses upgrades etc.) as the case may be, unless specifically stated, are the sole responsibility of the prize winner.

INTELLECTUAL PROPERTY RIGHTS & USE OF ENTRIES

26. The Edinburgh Press Club does not, unless we agree this with you, claim any rights of ownership in your Entry. As such, you retain ownership and copyright, although The Edinburgh Press Club will be able to use Entries as set out in the Rules, you will also have the right to use your Entry in any way you choose. Where any Entry is to be used in a different way (e.g. we are asking to own this) this will be made clear in the Competition Notice and you will then be able to choose whether to enter the Competition.

27. In consideration of The Edinburgh Press Club agreeing to consider entrants to the Competition, each entrant hereby agrees that The Edinburgh Press Club (and third parties authorised by The Edinburgh Press Club) may make any and all Entries available in their publications and on their websites and any other media, whether now known or invented in the future. You now grant The Edinburgh Press Club (and third parties authorised by The Edinburgh Press Club) a non-exclusive, worldwide, irrevocable licence (for the full period of any rights in the Entry) to use, display, publish, transmit, copy, make derivative works from, edit, alter, store, re-format, sell and sub-licence the Entry for such purposes.

28. The Edinburgh Press Club does not guarantee to use or otherwise make available any Entry. The Edinburgh Press Club may, in appropriate circumstances, and at its sole discretion, reject, edit, remove or disable access to Entries that appear to be legally or otherwise problematic e.g. infringe



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the copyright or other intellectual property or privacy rights of others, are defamatory etc. or for any other reason.

29. Your entry and any information submitted by you must be personal to and relate specifically to you. You hereby warrant that your Entry and all information which you submit and/or distribute will not infringe the intellectual property, privacy or any other rights of any third party, and will not contain anything which is libellous, defamatory, obscene, indecent, harassing or threatening. If relevant, The Edinburgh Press Club reserves the right, but not the obligation, to screen, filter and/or monitor information provided by you and to edit, refuse to distribute or remove the same.

LIABILITY

30. The Edinburgh Press Club 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. The Edinburgh Press Club is not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, or providers, computer equipment or 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 in the Competition. Nothing shall exclude The Edinburgh Press Club's liability for death or personal injury as a result of its negligence.

DATA PROTECTION AND PUBLICITY

31. Winners may be requested to take part in promotional activity and The Edinburgh Press Club reserves the right to use the names of winners in any publicity both in paper and online.

32. Any personal data relating to entrants will not be disclosed to a third party without the individual's consent. Please see the The Edinburgh Press Club Privacy Policy and Cookie Policy ([LINK](#)) for further details. Data relating to entrants will be retained by The Edinburgh Press Club for a reasonable period after the Competition closes to assist The Edinburgh Press Club to operate competitions in a consistent manner and to deal with any queries on the Competition.

JURISDICTION

33. The Competition and Rules will be governed by Scottish law and any disputes will be subject to the exclusive jurisdiction of the courts of Scotland. Where the site and/or the Interactive Services are accessed from England or Northern Ireland, this Agreement shall be governed by the laws of Scotland and you hereby submit to the exclusive jurisdiction of the Scottish courts.

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