

Warwickshire Tour of Britain Competition

Competition Terms & Conditions

1. About the Competition

- 1.1. The Warwickshire Tour of Britain Competition (the “**Competition**”) is owned and run by Warwickshire County Council (the “**Council**”).
- 1.2. The Competition is free to enter and is aimed at children living in Warwickshire.
- 1.3. The aim of the Competition is to raise awareness of the Lloyds Tour of Britain Men’s Race coming to Warwickshire on Friday 5 September.
- 1.4. This competition is not sponsored, endorsed or administered by Facebook, Instagram, X, or Nextdoor or any other third party.
- 1.5. By submitting an Entry to this Competition, you agree to these terms and conditions of the Competition (the “**Terms and Conditions**”).

2. Eligibility

- 2.1. The Competition is open to all children who are aged 11 or under on the day the Competition closes, who either live in Warwickshire, or attend a Warwickshire school, except for the following person(s):
 - 2.1.1. the Council’s employees;
 - 2.1.2. The Council’s councillors; and
 - 2.1.3. the direct families of those set out in clauses 2.1.1 and 2.1.2 above(together the “**Excluded Visitor(s)**”).
- 2.2. By submitting an Entry into this Competition, you confirm that you are not an Excluded Visitor.

3. Dates

- 3.1. The Competition is open for entries from Tuesday 15 July.
- 3.2. The deadline for entries is 23:59pm on Wednesday 6 August. Any entries received after this time will not be eligible.
- 3.3. Winners will be notified on or after Friday 8 August by email.

4. How to enter

- 4.1. There will be two winning entries from the Competition in total. One will be a flag design and one will be a trophy design.
- 4.2. To enter the Competition, you must submit an original piece of artwork that fits the template given on the entry form.
- 4.3. There is a limit of one Entry per entrant. Only the most recent Entry from each entrant will be judged. Any previous entries will be disqualified.
- 4.4. The Entry must be submitted digitally via email to tourofbritain@warwickshire.gov.uk, handed in at any Warwickshire library, Ryton Pools Visitor Centre or Kingsbury Water Park Visitor Centre. Please note that sending is not proof of receipt.
- 4.5. Consent of a parent and/or carer and/or guardian is required for each entry in order for it to be considered.
- 4.6. The Entry must be original work and the winners must have the original artwork available on request.
- 4.7. The Entry file must not exceed 100 MB and can either be a photograph or pdf. Both sides of the entry form are required.
- 4.8. We will not accept AI generated designs.
- 4.9. The Council reserves the right to remove or refuse any Entry from the Competition for any reason.
- 4.10. By submitting a design to the Competition, you confirm and warrant that:
 - 4.10.1. you are the original creator of the Entry and solely hold the copyright. This means that the Entry is original and is not copied from someone else;
 - 4.10.2. you own the copyright and any other intellectual property rights of the Entry;
 - 4.10.3. you have not licenced or disposed of any rights in the Entry that would conflict with uses to be made by the Council;
 - 4.10.4. You have received any necessary consents from the owner(s) of objects including buildings included in the Entry for the usage rights acquired by the Council. You will indemnify the Council against any claims made by any third party in respect of such infringement.

5. Judging

- 5.1. A panel consisting of one or more representative from the Council and an elected member will be appointed to select the winners.
- 5.2. The decision of the judges is final, and no correspondence or discussion will be entered into consideration.

6. Prizes

- 6.1. The winning flag design will be used to create the flag used at the start of Stage Four of the Lloyds Tour of Britain Men's race in Atherstone. The name and age of the winning entrant will be published, unless the entrant asks the Council not to do so.
- 6.2. The winning trophy design will be used to create the winner's trophy for Stage Four of the Lloyds Tour of Britain Men's race, which will be presented to them at Burton Dassett Hills Country Park. The name and age of the winning entrant will be published, unless the entrant asks the Council not to do so.
- 6.3. Both winning entries will also be showcased on the Warwickshire County Council Facebook page, Instagram page, X Page and Nextdoor page. The name and age of the winning entrants will be displayed, unless the entrant asks the Council not to do so.
- 6.4. The winners will be invited to attend the tour on Friday 5 September and receive a goody bag.

7. Copyright and Usage

- 7.1. You remain the copyright owner of any Entry submitted.
- 7.2. By entering this Competition, you agree to grant the Council a worldwide, non-exclusive, irrevocable, royalty-free licence to use, display, reproduce, enlarge, publish and exhibit your Entry for any purpose whatsoever related to the Tour of Britain in any medium, including print and digital, and on any media. This could include, but is not limited to:
 - 7.2.1. use of the Entry for press articles;
 - 7.2.2. use on any other external communication related to the Competition and Tour of Britain.

8. Disclaimer

- 8.1. The Council reserves the right to change any of these Terms and Conditions and the Rules at any time without notice.
- 8.2. By entering the Competition, you agree to these Terms and Conditions and the Rules, and to comply fully with them.
- 8.3. Any breach of these Terms and Conditions or the Rules by you will void your Entry.
- 8.4. The Council reserves the right to cancel or suspend the Competition, if it becomes necessary to do so for any reason.
- 8.5. The Council believes the information given in these Terms and Conditions to be correct, but the Council reserves the right to change any of it without prior notice. Details of any such changes will be made available at <https://www.warwickshire.gov.uk>.

9. Data Protection

- 9.1. When entering the Competition, you will need to provide names, the entrant's age, and your email address.
- 9.2. The Council is committed to protecting and respecting your privacy and will only process your personal information in accordance with the Terms and Conditions and the Council's Privacy Notice for the Competition which is available at [WCCC-1980322935-3243](https://www.wccc-1980322935-3243.com)
- 9.3. Any personal data processed by, and images posted to, Mailchimp is subject to Mailchimp's Privacy Policy. For further details, see <https://www.intuit.com/privacy/statement/>. If you request for the Council to remove your personal data from Mailchimp, then the Council will request that your personal data is removed. However, such a request is subject to Mailchimp's Privacy Policy. The Council will not be held liable if, for whatever reason, a request to Mailchimp to remove personal data is not successful.
- 9.4. If you request for the Council to remove your Entry from Facebook, the Council will request that the Entry is removed. However, such a request is subject to Facebook's Privacy Policy. The Council will not be held liable if, for whatever reason, a request to Facebook to remove an Entry is not successful. For more information about Facebook's Privacy Policy, see <https://www.facebook.com/privacy/policy>.
- 9.5. If you request for the Council to remove your Entry from Instagram, the Council will request that the Entry is removed. However, such a request is subject to Instagram's Privacy Policy. The Council will not be held liable if, for whatever reason, a request to Instagram to remove an Entry is not successful. For more information about Instagram's Privacy Policy, see <https://privacycenter.instagram.com/policy>.
- 9.6. If you request for the Council to remove your Entry from X (formerly known as Twitter), the Council will request that the Entry is removed. However, such a request is subject to X's Privacy Policy. The Council will not be held liable if, for whatever reason, a request to X to remove an Entry is not successful. For more information about X's Privacy Policy, see <https://twitter.com/en/privacy>.
- 9.7. If you request for the Council to remove your Entry from Nextdoor, the Council will request that the Entry is removed. However, such a request is subject to Nextdoor's Privacy Policy. The Council will not be held liable if, for whatever reason, a request to Nextdoor to remove an Entry is not successful. For more information about Nextdoor's Privacy Policy, see <https://legal.nextdoor.com/us-privacy-policy-2021/>.

10. Law and Jurisdiction

- 10.1. The Competition, the Rules and these Terms and Conditions shall be governed by and construed in accordance with English law.
- 10.2. You and the Council irrevocably agree that the courts of England shall have exclusive jurisdiction over any claim or matter or to settle any dispute which may arise out of or in connection with these Terms and Conditions and/or the Rules

and/or the Competition, and that accordingly proceedings may be brought in such courts.

11. Indemnity and Limitation of Liability

- 11.1. To the maximum extent permitted by law, the Council excludes its liability for any loss, damage, injury, cost or expense, suffered by you, whether directly or indirectly and howsoever caused, in connection with the Competition. Nothing in these Terms and Conditions shall exclude the Council's liability for death or personal injury arising from the Council's own negligence or any other liability that cannot, as a matter of law, be excluded.
- 11.2. You agree to indemnify the Council and keep the Council indemnified against any loss, damage, injury, cost or expense suffered by the Council as a result of your Entry in the Competition, including (but not limited to) any claim of infringement of intellectual property rights made by any third party.