

Supplementary Competition Rules

(General Rules Follow)

Opening and closing of the Competition

The Competition will open on 9th of October 2020 and close on 31st January 2021.

Prize details

The prizes available are;

- one prize to the value of £500 and two prizes to the value of £250 available to schools, to be spent on energy and carbon saving actions, or towards active travel,
- one prize to the value of £1000, two prizes to the value of £500 and four prizes to the value of £250 available to individuals and small businesses (fewer than 250 employees), to be spent on energy and carbon saving actions, or towards active travel,
- one prize to the value of £1000 available to formally constituted community groups to be spent on energy and carbon saving actions, or towards active travel.

Please note that the prizes will be given in the form of vouchers to the winners. Winners will be contacted and asked to provide us with details on how they wish to spend the vouchers. Winners will have the option on how they wish to spend the vouchers as long as their proposal fulfils the requirement of the prizes to be spent on energy and carbon saving actions, or towards active travel. This can include, but is not limited to, energy efficiency installations, tree planting, or the purchase of a bike.

How to enter

If you wish to enter the prize draw, you will be required to tick 'yes' in the appropriate question on page 1 of the survey and provide email, name and organisation details.

Winner selection

All entrants will be submitted to a prize generator which will pick winners at random for each group identified and available prizes. Winners will be notified by the end of February 2021.

Eligibility Criteria

To enter this Competition you must;

- be aged 18 or over,
- live or operate from within Perth and Kinross (this will be determined from the postcode provided by the entrant in their response),
- have submitted your answers to the consultation Phase 1 – Let's Work Together to Tackle and Adapt to Climate Change.
- the competition is only open to schools, formally constituted community groups, individuals, and small businesses (with less than 250 employees).
- You may not enter a Competition if you are an employee or immediate relatives of any employees of people working in the Corporate and Democratic Services of the Council, any Competition sponsors, Prize providers, co-promoters or their group or affiliate companies or any other person professionally connected with the Competition.

GENERAL COMPETITION RULES

These are the General Competition Rules that govern the relationship between the Council and a party entering into a competition run by the Council.

By participating in any of the Council's Competitions, you agree to be bound by these General Competition Rules (which may be amended or varied at any time by the Council with or without notice).

You should also read the Council's Privacy Notice which applies to all of your dealings with the Council us and explains what use the Council will make of any personal information you may give us.

The Council's Privacy Notice can be found at <https://www.pkc.gov.uk/privacynotice>

1. DEFINED TERMS

The following words shall have the following meanings in the General Competition Rules:

(a) "The Council" means Perth and Kinross Council, a local authority constituted under the Local Government etc. (Scotland) Act 1994 and having its principal office at 2 High Street, Perth, PH1 5PH

(b) "The Entrant" means the Party entering into any Competition run by the Council.

(c) "The Supplementary Rules" means any rules which are incorporated into these General Competition Rules for a specific competition.

(d) "Prize" means the prize identified by the Council to entrants in respect of a Competition.

(e) "Competition" means a competition run for or on behalf of the Council

2. SUPPLEMENTARY RULES

2.1 All Competitions will be supplemented by Supplementary Rules.

2.2 Supplementary Rules will be incorporated into and form a part of the General Conditions of Competition which regulate the relationship between the Council and the Entrant.

2.3 The Supplementary Rules shall set out:

(a) the opening and closing date for a Competition;

(b) details of all prizes for that Competition including whether any additional third party terms apply to the prizes or not;

(c) details of how to enter;

(d) details of how the winner will be selected including any relevant judging criteria;

(e) any specific eligibility criteria that applies to that Competition;

(f) any other additional terms that apply to that Competition;

2.4 In the event that there is any conflict between the General Competition Rules and the Supplementary Rules, then the Supplementary Rules will prevail.

3. CONDITIONS FOR ENTRY

3.1 You may only enter a Competition if you are a resident of the United Kingdom of Great Britain and Northern Ireland and you are aged eighteen (18) and over (unless a different a higher or lower age limit is specified in the Supplementary Conditions).

3.2 You may not enter a Competition if you are an employee or immediate relatives of any employees of the Council, any Competition sponsors, Prize providers, co-promoters or their group or affiliate companies or any other person professionally connected with the Competition.

3.3 One (1) entry per person (person including any 'legal entity').

3.4 The winner(s) will be notified within a reasonable period after they are identified.

3.5 In the event the Council is unable to contact a competition winner within a reasonable period, the Council reserves the right to select a different winner.

3.6 The Council's decision is final with respect to any aspect of a Competition, including the determination of any winner(s) of a Prize.

3.7 The Entrant acknowledges and agrees that the Council reserves the right to disqualify any Entrant and/or winner at its absolute discretion.

3.8 These General Competition Rules do not create or infer any rights that are enforceable by any person who is not party to them.

4. PRIZES

- 4.1 All Prizes are non-transferable and no alternative will be offered. Arrangements for the fulfilment of Prizes will be made by the Council. If due to circumstances beyond our control we are unable to provide any stated Prize(s), we reserve the right to award a substitute Prize of equal value. All Prizes may be subject to the additional terms and conditions.

5. ELIGIBILITY

- 5.1 The Council reserves the right to require proof that an Entrant meets the eligibility requirements for any Competition. Failure to provide proof of the eligibility requirements may result in disqualification from a Competition and the forfeit of any prizes awarded.

6. INTELLECTUAL PROPERTY

- 6.1 By entering a Competition the Entrant grants the Council a perpetual, non-exclusive, transferable, sub-licensable worldwide and royalty free licence to use your entry, including any intellectual property rights that may subsist in your entry for the purposes of the administration and promotion of the relevant Competition.

- 6.2 For the avoidance of doubt the Entrant shall retain ownership of any intellectual property rights that may subsist in any Competition entries.

- 6.3 The Entrant acknowledges and agrees that:

(a) all material and content included in any entry you submit to any Competition is either owned by you, or you have the permission of the owner such that our use of your entry in the Competition will not infringe the rights of any third party; and

(b) you agree to indemnify the Council against any third party claims arising from the submission of your entry to any Competition.

7. LIABILITY

- 7.1 The Council accepts no responsibility for entries lost, delayed, misdirected, damaged or undelivered.

- 7.2 The Council accepts no responsibility or liability for any damage, loss, injury liabilities, costs, expenses or claims suffered by any Entrant or a third party as a result of entering any Competition or accepting any prize which shall be

entirely at the Entrant's own risk, provided that nothing in these General Competition Rules shall exclude the Council's liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation; or
- (c) any other liability that cannot be excluded by law.

8. DATA PROTECTION

Any personal information, including without limitation, the your name, age, address (including postcode), telephone number and/or email address ("Personal Data") will be used (i) in connection with the Competition which you entered, (ii) for any purpose to which you gave your express consent on entry (iii) as set out in these General Competition Rules and (iv) in accordance with our Privacy Policy. Your Personal Data will not be disclosed to any third party, except for the purpose of fulfilling the Prize(s) where applicable unless you gave your express consent to this on entry.

9. MONITORING AND EVALUATION

9.1 In the event the Prize is awarded to an Entrant to use towards a specified purpose detailed in the Supplementary Conditions, the Council may require the Entrant to:

- (a) Provide a written report(s) or oral reports detailing how the Prize has been used to date within 30 days of request; and
- (b) Produce any reasonably requested evidence (including receipts for purchases of goods and services) requested by the Council to confirm the Prize has used towards the specified purpose

9.2 In the event the Council reasonably apprehends a Prize has not been used towards a specified purpose, the Council may demand the return of the Prize or, if the Prize is cash, recover the Prize as a debt.

10 JURISDICTION

10.1 These General Competition Rules shall be governed by and construed in accordance with the laws of Scotland and the courts of Scotland shall have exclusive jurisdiction in relation to any disputes arising therefrom.