

#### Terms & Conditions:

1. This is a prize draw for two tickets to Megan Phelps-Roper in conversation with Louis Theroux on Tuesday 12th November 19:00 at St. James's Church, London. To enter, please answer the question and submit your details.
2. The winner will be selected at random from the entries received in accordance with these terms and conditions by an impartial member of Hachette, whose decision will be final and no correspondence will be entered into.
3. There is no purchase necessary to enter.
4. The **prize draw** opens at 12:01 pm **GMT** on 07.11.2019 and closes at 12:01 pm **GMT** on 08.11.2019. Any entries received outside these specified times and dates will not be eligible for entry into the competition.
5. The winner will be contacted by email on 8.11.2019 and the tickets will be available for collection on the door of the event.
6. The **prize draw** is open to residents of the UK aged 18 or over except employees of the Company, their families, or anyone professionally connected to the competition either themselves or through their families.
7. Only one entry per person allowed. Second or subsequent entries will be disqualified. Entries will not be accepted via agents, third parties or in bulk.
8. The Company is not responsible for contacting or forwarding prizes to entrants who provide unclear or incomplete information or for entries lost, misdirected, delayed or destroyed.
9. The Company reserves the right to alter the prizes or cancel the [**competition / prize draw**] without notice but will try to avoid creating any undue disappointment. No cash alternatives to prizes will be provided. If a Winner is unable to accept their prize or cannot be contacted, the Company reserves the right to select another winner.
10. The Company will make available the name and county of the winner to anyone who requests this information by writing to the Company at the address shown below.
11. The Company is the data controller of Personal Data that it collects in the course of running the **prize draw** and will use the Personal Data in accordance with the [Company's Privacy Notice](#). It will use such Personal Data for the purposes of running the **prize draw** and delivering any prize(s) and will delete it after a reasonable period from the end of the **prize draw**. "Personal Data" means names of entrants and other details provided by them (e.g. email addresses, telephone numbers) for the **prize draw**. The Company will not share such Personal Data with any third parties except for the purpose of delivering the prize(s).

12. By entering the **prize draw** entrants agree to be bound by these terms and conditions.
13. This competition is being organised by Quercus Limited of Carmelite House, 50 Victoria Embankment, London EC4Y 0DZ (“Company”).
14. These terms and conditions and any disputes or claims (including non-contractual disputes or claims) arising out of these terms and Conditions shall be governed and construed in accordance with the laws of England, whose courts shall have exclusive jurisdiction.

### **THINGS TO CONSIDER / AND ADDITIONAL CLAUSES:**

*Additional Clauses to be included where relevant. Please renumber the paragraphs sequentially after you have done this.*

#### **A. Any Runners up?**

The template does not provide for any runners up prizes. If you have any e.g. signed copies, please add the following clauses duly numbered as appropriate

- There are **HOW MANY** runner up prizes of **WHAT**
- The runners up will be drawn after the Winner.

Provide for the runners up in the rest of the clauses by saying “The Winner and Runners up ...” and make the grammar into the plural where necessary.

#### **B. More than One Winner?**

If there is more than one winner, please make the above terms refer to “winners” in the plural and amend the grammar accordingly.

#### **C. If the competition involves submitting creative work**

If the competition involves creative work like a trailer, 100 words on a subject, making something etc, please add the following clauses after Clause 7 above, duly renumbered as appropriate (i.e. in place of the letters):

- a. By submitting their entry, entrants agree and warrant that (i) their entry is their own original work; (ii) nothing in their entry is defamatory, private or an infringement of copyright or other intellectual property right or in any way a breach of another’s right; (iii) any music used in their entry is original to them or that they have written permission from the owner. The Company reserves the right to ask for the permission before any prize is distributed. Any entry in breach of this clause will be disqualified from participating in the competition and from winning any prize.
- b. By entering the competition, entrants hereby grant to the Company an irrevocable, perpetual, royalty free, worldwide and for all languages, licence to copy, adapt, edit, distribute, publish, sublicense, and in any and all other ways use their entry for any purpose, in any manner and in all media now known or hereinafter devised. Furthermore, entrants waive all moral rights whatsoever in their entry. For the avoidance of doubt, the Company is under no obligation to make any use of the entries and the Company shall make no payment to any entrant for any use of their entry.
- c. The Company reserves the right to use all the submissions received on its website, its Facebook pages and on its other social networking sites. The Company will try to include the name of the entrant but this may not always be possible.
- d. Entries will not be returned.

**Commented [MM1]:** This clause is not suitable for creative writing competitions e.g. to win a publishing agreement. Please ask Legal for advice if you are running such a competition.

#### D. If the prize involves going / attending somewhere

If the prize involves going / attending somewhere (e.g. the Hay Festival, Legoland, creative writing mentoring sessions) make clear what is or is not included. Consider travel expenses, accommodation, meals and other incidental expenses. If nothing is to be included, then say so. If the prize has any element of risk (e.g. travel, strenuous activity, or other activity that could call loss, damage or injury), please add a paragraph to say "The winner may be asked to execute waivers, consent forms and/or other documentation as prerequisite for being awarded the prize."

If the prize involves travel (e.g. tickets to New York) please make clear exactly what is or is not included:

- How many tickets?
- Specified travel dates?
- Travel expenses to and from airport?
- Hotel? What star?
- Any meals? Breakfast?
- Spending money?
- Travel insurance?
- Other expenses?

Also make it clear that visas and insurance are the responsibility of the winner.

#### E. Data Protection (GDPR) and PECR implications

There are laws that govern what you do with the names and other details of the entrants and what use you can make of the details. You cannot market to people who have not signed up to receive marketing information and that includes newsletters.

The following should be carefully considered for each competition.

If you are **only** going to use the winner's identifiable details for the purposes of running the competition and sending them their prize you do not need any consents from them over and above their agreement to these T's and C's. They should opt in by ticking a box to say they have read the T&Cs and Privacy Notice. A link should be provided to the T&Cs and Privacy Notice.

Sample opt-in wording:

I agree to enter the prize draw / competition on the terms set out in the Terms and Conditions [\[LINK\]](#) and I have read the Privacy Notice [\[LINK\]](#) referred to.

If however you want to use entrants' details e.g. name and address/email address to send them any direct marketing e.g. newsletters or to conduct surveys, and to add them to our ADOBE CRM (or other) system, then they must give us their **consent**. This consent must be freely given, clear and transparent and thus must be given separately from accepting the T's and C's for just entering the competition. This should take the form of an opt-in consent e.g. they tick a box to signify consent, and do so in as granular a way as you can so that it is clear what they are consenting to each time e.g. separating consent to receiving newsletters from

your company from consent to receiving newsletters from all Hachette Companies. Please however be aware that the functionality of the CRM system may not allow certain granularity so it is best to check with Consumer Insight. For example, people who sign up for a newsletter cannot opt out of invitations to participate in surveys.

Sample opt-in wording for inclusion on the competition page.

- I would like to receive newsletters from [Hachette entity] and to be invited to participate in its surveys and agree to my personal data being used for this purpose in accordance with its Privacy Notice [\[LINK\]](#)
- I would also like to receive newsletters from the companies within the Hachette UK group of companies and to be invited to participate in their surveys and agree that [Hachette entity] may share my personal data for these purposes with the Hachette UK companies and that they may use it for the same purposes.

If we are going to share the entrants' personal data with a **third party** e.g. a co-promoter of the competition or a provider or prizes, that must be made clear in the T&Cs so entrants know who their data will be shared with, as should the third party's intended use of the data – which should be confirmed with that third party directly so the wording of the T's and C's is accurate in that respect. Please read through the **Guidelines for Data Sharing Competitions Checklist** on Novel and follow the process set out in that note. In particular please note that you will need a data sharing agreement.

The following additional clause must be included in the T&Cs for the competition:

Where an entrant has opted in for their personal data to be shared with **[add full name of other company]**, they agree that the Company may transfer their personal data to that company and that company will be deemed to be the data controller of the personal data transferred to them. They will use the personal data for **[WHAT PURPOSE]** and will use it in accordance with their Privacy Notice **[ADD LINK TO THE OTHER COMPANY'S PRIVACY NOTICE]**. The Company will remain the controller of any personal data it retains.

You will also need a specific opt-in clause to be added on the competition page.

Sample wording:

- I agree that **[Hachette Company]** may transfer my personal data to **[add name of other company]** for **[WHAT PURPOSE]**. I have read their Privacy Notice **[ADD LINK TO THE OTHER COMPANY'S PRIVACY NOTICE]** and understand that that company is not connected with **[Hachette Company]**

#### **F. Competitions aimed at under 18 year olds**

If you are going to interact with children aged 12 and under or collect their personal data, you will need verifiable parental consent. As present we do not have the means to secure this consent and therefore until we do, we should not run competitions for under 13s.

When we can, we will need to prepare a simpler version of the T&Cs and this will be put on Novel.

It is best to restrict entrants to being aged 18 or over. If we are allowing under 18's to enter, consider the ramifications: For example:

- a. Minors cannot enter into fully binding contracts.
- b. Advertising law has special requirements where advertising is aimed at or appeals to children e.g. see the UK Advertising Codes.
- c. Think about what the prize is e.g.:
  - If the prize is an activity or a day out, is it one which is safe and suitable for a child? Should an adult be required to attend with the child?
  - You must exclude children as entrants if the prize is alcohol related.
  - Bear in mind cultural considerations and whether you need to ask a parent before you send the prize to a child.

#### **G For prizes being provided by third parties**

If the prize is provided by a third party e.g. a spa day, food or health products, the Competition T's and C's should make it clear that we do not accept responsibility for the prize(s) being supplied by them. You must add the following clause:

"The prize is supplied directly by [**third party company name**] and neither the Company nor any other member of the Hachette group of companies makes any warranty or claim in respect of it or accepts any liability whether in contract, tort (including negligence) or otherwise howsoever in respect of the prize itself. If an entrant or the winner has any questions about the prize or its suitability for them, they should contact [**third party company name**] at [**set out contact details**]."