

Severn Trent (ST) Bog Troll Competition Terms and Conditions
April 2020

This competition is in no way sponsored, endorsed or administered by, or associated with, Facebook.

1. Terms of entry

Entry to the competition is free. Start date for entries is 07.04.2020 at 17.00 (5pm). Closing date for entries for is 30.04.2020 at 24.00 (midnight). Entries will not be considered after this date or time.

It is the responsibility of each entrant to ensure that they have read and abided by the competition rules set out in our competition entry details and terms and conditions. By submitting an entry, each entrant agrees to the following rules:

The competition rules state:

- The photo should be of one or more 'Bog Troll(s)'
- Photos must clearly show the 'Bog Troll(s)' and pledge wording as follows: My name is and I promise to only flush the three Ps down the loo.'
- The 'Bog Troll(s)' must be created by at least one child under 12 years of age with a parent/guardian.

Any entry found not to comply with the competition rules will be disqualified. In such instances, any prizes will be forfeited.

This competition, although being held on Facebook's platforms has nothing to do with them and in the event of any queries you should contact Severn Trent Water Ltd (STW) (contact details).

Entrants are not limited to a number of photographs to enter. The entrants can enter as many photos as they wish but STW will only re-post or accredit those they wish to.

The decision of STW on all matters relating to the competition is final and binding. No discussion or correspondence will be entered into.

STW reserves the right to suspend or modify the competition in whole or in part.

2. Who can enter?

The Competition is open to residents of the UK (excluding Northern Ireland), including those involved in STW's organisation, or employees of STW.

Entries must be uploaded to Facebook by someone aged 13 years old or over (in-line with Facebook's rules of usage). Entrants under the age of 18 must upon the request of STW, present consent of their parent (s)/ guardian(s) to be bound by these terms and conditions.

The 'Bog Troll(s)' must be created by at least one child under 12 years of age with a parent/guardian.

3. Ethical standards

Any breach of the below ethical standards will also constitute a breach of the competition rules.

Entrants must not put themselves or anyone else in danger for the purposes of entering this competition.

Entrants must not submit images that are misleading, false, belong to someone else, may cause damage to ST's reputation, or in the opinion of ST are inappropriate. In such cases, the entry will be disqualified and/ or deleted and STW reserve the right to report the entrant to the applicable authorities.

If you do wish to include yourself or another person in the photograph, please note that any photographs of individual people that are identifiable or are the sole feature of a photo must give their written consent for that photo to be used in the public domain. If a person under the age of 13 is identifiable or are the sole feature of the photo, written permission must be given by a parent or guardian. The link to our permissions form can be found [here](#). You must be able to provide the signed forms if you are the successful applicant.

Please note that if you decide to withdraw your consent to use your photograph, please let us know by contacting us: sr.externalcomms@severntrent.co.uk

4. Judging the competition

A STW representative will judge the competition. All entries will be judged so that the judge does not know the identity of the person taking the image.

Judging will take place between **01.05.2020 and – 04.05.2020** and the winner will be announced shortly after – within three (3) days.

One (1) winning photograph will be chosen as the winner of the main prize and three (3) runner-ups

Once the winner and runner-ups have been selected they will be contacted within working 3 working days via Instagram/Facebook direct messaging. If you do not hear from STW by this date then your entry has not been successful.

The winners will be announced on social media; Instagram, Twitter and Facebook.

5. Competition prizes

Winners and runner ups will be asked to supply an email address to send the prizes to and any photo permission forms if required (see section 3 for details). The prizes will be sent out within one (1) week of notification of delivery address.

There is only one winning prize of one (1) £100.00 Amazon Voucher to be redeemed online.

There will be a (1) second prize of one (1) £50.00 Amazon Voucher to be redeemed online and one (1) third prize of one (1) £25.00 Amazon Voucher. They will be delivered by email to each runner-up. Vouchers can be used online. **Terms and conditions apply** which can be found [here](#).

If the competition winner and runners up do not respond to STW within seven (7) days of notification that they have won, STW reserves the right to withdraw them as the winner and choose an alternative winner which would have been selected at the same time, by the same judges applying the same criteria.

This promotion is in no way sponsored, endorsed or administered by, or associated with any third party, Amazon, Argos, or distributors of the prize.

STW reserves the right to substitute the prize contents for prizes of an equivalent value. The winner and runners up will not be entitled to any cash equivalent of the prizes and the prizes must be used for personal use and cannot be sold on.

6. Copyright and reproduction

During the competition STW reserve the right to re-post all photo entries on our Instagram and Facebook page and/or 'stories'. If we use your photo for this purpose we will always accredit you.

Each entry must be the original work of the entrant and must not infringe the rights of any other party. Each entrant must either be the sole owner of the copyright or have secured the written permission of the copyright owner to enter the image into the Competition and provides consent for STW to use the photo as listed below.

By entering the Competition, each entrant grants to STW a worldwide, royalty free, irrevocable, perpetual, sub-licensable and transferable licence to use their photo for the following:

- Inclusion within any website owned by Severn Trent Plc including but not limited to www.stwater.co.uk; www.severntrent.com; www.hdcymru.co.uk

- Inclusion on social media sites including but not limited to; Facebook, Twitter, Instagram and LinkedIn
- In promotional, press and marketing materials associated with STW
- Inclusion in any marketing promotions associated with this competition or future competitions

The copyright in all images submitted to the competition will remain with the copyright holder, however upon entering the competition you will automatically grant STW rights to use this photo for an unlimited time.

7. Liability

STW regret that they cannot accept liability or responsibility for any:

- Loss or damage of any images entered into the competition
- Misuse of images by third parties and/or failure of entrants to comply with the Competition's Rules
- Restrictions or issues with Instagram or access to Instagram at the time of posting. Each entrant should take their own adequate measures to protect against viruses.

Nothing in this clause is intended to exclude or restrict liability for death or personal injury, fraud or fraudulent misrepresentation or for any matter for which it is not permitted by law to exclude or limit, or to attempt to exclude or limit its liability.

8. Data protection

STW is a "controller" of personal data about entrants and are responsible for making sure personal data is used in a way which complies with data protection laws (including the General Data Protection Regulation 2016/679 ("GDPR") and Data Protection Act 2018 ("DPA"). STW will hold and process all personal data in line with its Customer Promise found [here](#).

STW will collect;

- Information about entrants (Name, email address, social media account) from which the entrant can be identified to process their entry into the Competition and to arrange for the distribution of prizes.
- **Personal data directly from entrants once winners have been chosen.**
- Information about any individual who clearly appears in a photograph (see section 3) submitted in the Competition to confirm that they have consented to the use of their image. This will include name and contact details for consent purposes.

Commented [JK1]: What data is this?

STW will store, use and process personal data for the management and administration of the Competition and will rely on the lawful basis of consent of the entrants and the person(s) photographed, and on STW's legitimate interests to promote its services.

Personal data will be stored to allow prizes to be distributed to the winners and runner ups and then retained for a period of 6 months.

STW will keep the names of any entrants whilst photographs they have submitted are being featured on ST's websites and social media pages in accordance with clause 6, unless the entrant withdraws their consent to its use by contacting us: sr.externalcomms@severntrent.co.uk

STW will keep the consent form (for any person(s) photographed) provided by entrants until the closing date and for **six (6) years** thereafter to evidence their consent to be photographed.

Commented [JK2]: Why 6 years? Would expect a shorter time frame

If an entrant or person(s) photographed wishes to exercise their rights in respect of their personal data being held in connection with the Competition which are set out in our Customer Promise found [here](#) they should contact Severn Trent's Data Protection Officer by emailing dataprotection@severntrent.co.uk or STW customer team by phoning 03457 500 500.

9. Organiser's Details

Severn Trent Water Ltd
Severn Trent Centre
2 St Johns Street
Coventry
CV1 2LZ

ST Classification: OFFICIAL COMMERCIAL

Email: sr.externalcomms@severntrent.co.uk

10. Governing Law

These terms and conditions will be governed by the law of England and Wales.