

## Severn Trent (ST) Visitor Sites #Wildplay Instagram Photography Competition Terms and Conditions

This promotion is in no way sponsored, endorsed or administered by, or associated with, Instagram.

### 1. Terms of entry

Entry to the competition is free.

Start date for entries is 16.02.2019 at 8.00

Closing date for entries for is 24.02.2019 at 23:00.

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 that photographs subjects should be:

- Taken at one of the following participating Severn Trent visitor sites: Draycote Water, Carsington Water, Tittesworth or Staunton Harold. You can find details about these sites [here](#).
- Of a self-made den
- Have people or a person in the shot

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 Instagram's platform has nothing to do with them and in the event of any queries you should contact ST.

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

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

ST 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 ST's organisation, or employees of ST.

Entries must be a minimum age of 13 years old when entering the competition. Entrants under the age of 18 must upon the request of ST, present consent of their parent (s)/ guardian(s) to be bound by these terms and conditions.

### 3. Ethical standards

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

Entrants must be mindful of the welfare of animals and safe-guarding the environment and ensure that they do not do anything to injure or cause distress to any wildlife or destroy their habitat in an attempt to secure an image.

Entrants must comply with relevant Health and Safety policies at the ST Sites, which can be made available on request. Entrants must not put themselves or anyone else in danger for the purposes of taking photos for this competition.

Entrants must not submit images that are misleading, false, may cause damage to ST's reputation, have been taken through the use of cruel or unethical practices, or in the opinion of ST are inappropriate. In such cases, the entry will be disqualified and/ or removed and ST reserve the right to report the entrant to the applicable authorities.

ST sites do not permit people or dogs swimming or paddling in reservoirs. Dogs taken to the sites must be kept on leads.

The use of drones is not permitted unless specific permission has been requested more information can be found [here](#).

Photographs of individual people that are clearly identifiable and the sole feature of a photo, must give their written permission for that photo to be used in the public domain. If a person under the age of 13 is identifiable and the sole feature of the photo, written permission must be given by the parents or guardians. People captured in group activity photos are not applicable. Permissions should be sent to [sr.externalcomms@severntrent.co.uk](mailto:sr.externalcomms@severntrent.co.uk). You must be able to provide permissions (if applicable) if you are the successful/winning applicant.

Please note that if you decide to withdraw your consent, please let us know by contacting us:

[sr.externalcomms@severntrent.co.uk](mailto:sr.externalcomms@severntrent.co.uk)

#### **4. Judging the competition**

All entries will be judged so that the judge does not know the identity of the person providing the image. Judging will take place between **24th and 28th of February 2019**.

One (1) winning photograph will be chosen in total.

**Once the winner has been selected they will be contacted by 17.00 (5pm) on 4 March 2019** via Instagram. If you do not hear from ST by this date then your entry has not been successful.

Once ST have received the RAW or original photo file (sent to us via email) the winners will be announced on Our website [www.stwater.co.uk](http://www.stwater.co.uk) and social media; Instagram, Twitter and Facebook.

#### **5. Competition prizes**

Winners will be asked to supply the RAW or original photo files, once these have been received (along with any written permission required), ST will request the address of the winner to send the prizes to. These will be sent out within one (1) week of notification of delivery address.

There is only one winning prize package and this will include:

- An outdoor adventure fun pack
- Free car parking pass ST visitor sites for one (1) year for the following sites: Carsington Water, Draycote Water, Tittesworth, Linacre, Staunton Harold and Foremark.

If the competition winner and runners up do not respond to us Severn Trent within seven (7) days of notification that they have won, ST 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 judge(s) applying the same criteria.

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

ST 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 ST have the rights to re-post all photo entries on our Instagram page - if we use your photo for this purpose we will always credit 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 grants ST the rights to use the photo as listed below.

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

- Inclusion within any website owned by ST including but not limited to [www.stwater.co.uk](http://www.stwater.co.uk); [www.severntrent.com](http://www.severntrent.com); [www.hdcymru.co.uk](http://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 ST's visitor sites
- Inclusion in any marketing promotions associated with this competition or future competitions

The copyright of all images entered in to the competition will remain with the copyright holder, however you will automatically grant ST the full copyright to use this photo for an unlimited time if you are chosen as the winner.

RAW or original files will need to be provided to us via email or shared file sites (dropbox etc). ST as the data controller, is permitted to edit the photo as appropriate.

#### **7. Liability**

ST regret that they cannot accept liability for any loss or damage of any image entered into the Competition.

ST regret that they cannot accept liability for the misuse of images by third parties and/or failure of entrants to comply with the Competition's Rules.

ST cannot be held responsible for any 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**

ST 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")). ST will hold and process all personal data in line with its Customer Promise found [here](#).

ST will collect information about entrants from which the entrant can be identified to process their entry into the Competition and to arrange for the posting of prizes. This will include their name, their contact details, their social media profile account details and delivery address.

ST will also collect information about any individual who appears in a photograph (a "model") submitted in the Competition to confirm that they have consented to the use of their image (where applicable). This will include their name and their image. ST will collect models' personal data directly from them when they provide their written consent and from entrants when they submit their entry into the Competition.

ST will store, use and process personal data for the management and administration of the Competition. ST may only use personal data where the law allows it to, or where it has a legal basis for doing so. In processing personal data in connection with the Competition, ST will rely on the consent of the entrants and the models and on ST's legitimate interests in marketing and promoting its services.

Personal data will only be kept until the closing date and then for a reasonable time thereafter depending on: any laws or regulations ST are required to follow; any legal dispute between ST, an entrant and/or any third party and a lawful request by an entrant, model or a regulatory authority to keep the personal data, save that:

- If an entrant submits a winning entry, their personal data will be kept until ST receives confirmation that they have received their prize, or two (2) weeks after sending the prize.
- ST 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 by email at [sr.externalcomms@severntrent.co.uk](mailto:sr.externalcomms@severntrent.co.uk)
- ST will keep the written consent provided by models until the closing date and for six (6) years thereafter to evidence their consent to be photographed.

If an entrant or model 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 ST's Data Protection Officer by emailing [dataprotection@severntrent.co.uk](mailto:dataprotection@severntrent.co.uk) or ST's customer team by phoning 03457 500 500.

## **9. Organiser's Details**

Severn Trent Ltd  
Severn Trent Centre  
2 St Johns Street  
Coventry  
CV1 2LZ  
Email: [sr.externalcomms@severntrent.co.uk](mailto:sr.externalcomms@severntrent.co.uk)

## **10. Governing Law**

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