

Severn Trent (ST) Visitor Site 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 07.12.2018 at 12.00 midday. Closing date for entries for is 06.01.2019 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 of either:

- Animals, wildlife or insects in their natural habitat
- People enjoying the site doing an activity such as walking or cycling next to the reservoir, fishing or water sports
- And all photo subjects should be near or on the water and taken at one of our 9 Severn Trent visitor sites: which include: Draycote Water, Carsington Water, Foremark, Staunton Harold, Tittesworth Water, Shustoke, Thornton, Linacre, Upper Derwent Valley and Trimpley. You can find details about these sites [here](#).

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 animals 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 are responsible for ensuring full compliance with any national legislation, for example in the case of protected species, securing any relevant permits which may be required, and should be available upon request by ST.

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 deleted 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 identifiable or are the sole feature of a photo must give their written permission for that photo to be used in the public domain as set out in the above rules. If a person under the age of 13 is identifiable or are 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. 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, please let us know by contacting us:
sr.externalcomms@severntrent.co.uk

4. Judging the competition

ST will appoint an external judge and creative expert independent of ST.

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 7th and 14th of January 2019. Winners will be announced via our website and Instagram shortly after this date.

Six (6) winning photographs will be chosen in total, with one (1) of those photos being selected as the overall winner of the grand prize and five (5) runner up's. **All winning and runner up photos chosen will feature either animals, wildlife or insects in their natural habitat or people enjoying the site, both subjects must feature water within the shot (next to water or on the water).**

Once the winners and runner up's have been selected they will be contacted within working 5 days 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 files from all parties (sent to us via email) the winners will be announced on social media; Instagram, Twitter and Facebook.

5. Competition prizes

The overall winner and runner-up winners of the competition will be notified within 5 days after the judging takes place via Instagram messaging.

Winners will be asked to supply the RAW or original photo files, once these have been received (along with any permission forms required), ST will request the address of both the winner and runner ups 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:

- Winter food and drink hamper
- £150 Waitrose and John Lewis voucher
- One thermal flask
- One water bottle
- Free car parking pass for all ST visitor sites (for the year)

There will be 5 x Runner up prizes which will consist of one (1) £20.00 John Lewis/Waitrose combined voucher per Runner Up. **Terms and conditions apply which can be found [here](#).**

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 judges applying the same criteria.

This promotion is in no way sponsored, endorsed or administered by, or associated with any third party, Waitrose, John Lewis 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; severntrent.com; 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 in all images submitted to the Competition will remain with the copyright holder, however upon entering the competition you will automatically grant ST rights to use this photo for an unlimited time if you are chosen as one of the six (6) winners. 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 collect personal data directly from entrants when they sign up for the Competition.

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. This will include their name and their image. ST will collect models' personal data directly from them when they provide their consent form 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 and 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: sr.externalcomms@severntrent.co.uk
- ST will keep the consent form 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 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

10. Governing Law

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