

#whitewizardcat competition 2016

### **Entry eligibility**

- 1 To enter the competition via Facebook, please upload a photograph of your cat or a cat you know, on your own Facebook page along with the hashtags #whitewizardcat #dragonmatrix (so we can find your photo). Please make the post of your cat to a “public” setting so others can “like” it.
- 2 By submitting your entry, you agree to comply with these terms and conditions.
3. The competition end date is 2pm on Friday 9 September.
4. Entries must be made by the authorised Facebook profile owner at the time of entry.
5. One entry is allowed per person and per social media account. Sharing of accounts for purposes of the competition is not allowed. If the Promoter discovers or has reasonable grounds to believe that you have exceeded the maximum number of entries you may be disqualified.

### **Entry requirements**

6. Entries submitted to this competition may only be posted on your Facebook page and use the #whitewizardcat #dragonmatrix.
7. You must not endanger yourself or others, or take any unnecessary risks in order to produce or make any entry to be submitted to this competition. You are solely responsible for any expenses incurred in the creation and/or submission of your entry to this competition.
8. The Promoter will not be responsible for the content of any material submitted by you, and you accept that (i) you will be responsible for ensuring that any material submitted does not infringe any third party rights (such as intellectual property rights) and (ii) you will be liable for any claims, losses, fines, penalties, costs or damages suffered or incurred by you or the Promoter as a result of any such infringement.
9. You will retain ownership in the copyright of your entry. However you hereby grant to the Promoter, its group companies, contractors, agents and collaborators a worldwide, royalty-free, nonexclusive perpetual, sub-licensable licence to use, reproduce and/or modify your entry without restriction in any and all media, including for the purposes of the competition, for internal use, for commercial use, for publication on any websites and Facebook and YouTube pages, and for use in promotional and advertising materials. To the extent allowed by applicable law, you also hereby waive all your moral rights in your entry. You hereby irrevocably assign to the Promoter, with full legal and beneficial ownership, all intellectual property rights in your entry, and consent to its use, reproduction and modification without restriction in any and all media, including for the purposes of the competition, for internal use, for commercial use, for publication on any websites and Facebook, YouTube pages and

other #dragonmatrix social media platforms, including, but not limited to, Twitter and Instagram and for use in promotional and advertising materials.

10. If you enter a photograph and you did not take the entered photograph yourself, you must notify the Promoter at the time of entry and must, in any form requested by the Promoter, provide a signed written personal release from the copyright owner of the entered photograph, a) granting the Promoter a royalty-free, perpetual, non-exclusive, sub-licensable licence to use, reproduce and/or modify the photograph without restriction in any and all media, including for the purposes of the competition, for internal use, for commercial use, for publication on any websites and Facebook, YouTube pages and other #dragonmatrix social media platforms including, but not limited to, Twitter, Pinterest and Instagram, and for use in promotional and advertising materials; and b) waiving any and all moral rights that s/he may enjoy in connection with the photograph to the extent allowed by applicable law. Failure to provide such release upon request may result in disqualification and selection of an alternate winner.

11. If your photograph features any person other than the entrant, you confirm that you have obtained the consent of all persons pictured to the entry of that photograph into the competition, and to the use of their image in that photograph on materials (of any medium, including still photographs and films) for publicity, advertising and promotional purposes worldwide and on the Internet (including on any websites hosted by the Promoter and its related companies), for purposes relating to the promotion of the competition, the Promoter and the #dragonmatrix brand, both before and after the closing date, for an unlimited time and without compensation. You shall obtain such persons' written consent if required to do so in the form requested by the Promoter. If you do not do so upon request, or it comes to the Promoter's attention that the consent required by this clause has not been granted, your entry may be deemed invalid and disqualified. Only the entrant is eligible to win the competition.

12. Entries to this competition must: a. not contain any content which is defamatory, obscene, unlawful, harmful, offensive or inappropriate; b. not contain any content which may have the effect of being harassing, threatening, or abusive or that otherwise degrades or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age or disability; c. not contain any viruses or other harmful programs; d. not be accompanied by any music (live or recorded); e. not advertise or promote third parties' or your own goods and services, or (unless otherwise specified in these terms) feature any third party branding, trade mark or logos, including on clothing, other than those of the Promoter; and f. not use any public domain or third party proprietary images, including statues, sculptures, paintings and other works of art.

### **Prize(s)**

13. The prize will be detailed in full on the relevant social channel.

14. The prize is awarded at the Promoter's discretion and no prize will be awarded as a result of improper actions by or on behalf of an entrant. There are no cash alternatives and the prize is not transferable or exchangeable. The Promoter reserves the right to substitute the prize with an alternative prize of similar value.

15. The prize winner will be the #whitewizardcat photo with the most "likes" from all the entries correctly submitted in accordance with these terms and conditions.

16. The winners will be announced on the #dragonmatrix Facebook page and it is the responsibility of the winners to contact the promoter via direct message to claim their prize following the announcement.

17. In order to claim the prize, the winner will be contacted via Facebook.

18. If a prize remains unclaimed 28 days after the initial message is sent to a winner, the entry is disqualified, or the Promoter discovers or has reasonable grounds to believe that the winner is ineligible, the winner's entry is invalid, false or fraudulent, or the winner has otherwise failed to comply with these terms and conditions, the prize will be forfeited, and an alternative winner will be selected in accordance with the criteria set out above in clause 15.

## **General**

20. The Promoter assumes no responsibility for lost, unauthorised, misdirected, illegible, falsified, delayed or incomplete entries, all of which are invalid and void, or for difficulties experienced in submitting an entry to this competition, including as a result of any technical delay, failure or defect.

21. The decision of the Promoter shall be final and no correspondence will be entered into. The Promoter reserves the right at any time: (i) to verify, or have a third party verify, that any entrant meets the eligibility requirements and has complied with these terms and conditions; and/or (ii) to disqualify any entry that fails to meet such eligibility requirements and/or otherwise comply with these terms and conditions.

22. By submitting your Facebook post, you consent to the use of your personal data by the Promoter as set out in these terms and conditions. The Promoter will not pass your details to any third party not referred to in these terms and conditions.

23. Entrants' details will be used by the Promoter for the purposes of administering the competition.

24. To the extent allowed by applicable law, entrants may be required to take part in publicity relating to the competition. By entering the competition, you agree to the use of your cat's image by the Promoter for such purposes, and in advertising and promotional material, in any media, without further compensation.

26. The Promoter reserves the right to withdraw, delay or amend this competition in the event of any unforeseen circumstances outside its reasonable control, and will not be in breach of these terms or liable for any delay or failure in performing its obligations due to such circumstances. You agree that the Promoter and its affiliates, agents and their employees, directors and shareholders will be held harmless by you for any liability, loss or damage of any kind resulting in any way from participation in the competition other than for death or personal injury arising from their negligence or any other loss to the extent that such loss may not be excluded or restricted by law. The Promoter makes no express or implied warranties with respect to the safety, appearance or performance of the prize.

27. If any court or competent authority finds that any provision of these terms and conditions (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these terms and conditions shall not be affected.

28. These terms and conditions are governed by the laws of Scotland and are subject to the exclusive jurisdiction of the Scottish courts.

29. The Promoter is Vision Mechanics, 81 Great Junction Street, Edinburgh and ANGUSalive, Head Office, Queenswell Road, Forfar, DD8 3JA. For all queries or issues with this competition, please contact: [info@visionmechanics.org](mailto:info@visionmechanics.org)