

## 1. THE PROMOTER

The promoter of this competition is: Yorkshire Water. Registered address: Yorkshire Water, Western House, Bradford, BD6 2SZ.

## 2. THE COMPETITION

2.1 The title of the competition is Wipesaur iPhone Competition.

2.2 The competition is to be entered via Yorkshire Water's Facebook, Instagram or Twitter.

## 3. HOW TO ENTER

3.1 The competition will run from 9am on 9<sup>th</sup> February 2019 (the "**Opening Date**") to 12pm on 31<sup>st</sup> May 2019 (the "**Closing Date**") inclusive. All competition entries received after the Closing Date are automatically disqualified.

3.2 To enter the competition:

- (a) On Facebook you must upload of photograph of the Wipesaur, include the phrase 'Let's make Yorkshire blockage free!', add the hashtag #Wipesaur and tag in the Yorkshire Water Facebook profile.
- (b) On Instagram you must upload of photograph of the Wipesaur to your feed, include the phrase 'Let's make Yorkshire blockage free!', add the hashtag #Wipesaur and tag in the Yorkshire Water Twitter profile. Instagram Stories content won't be included as an entry.
- (c) On Twitter you must upload of photograph of the Wipesaur, include the phrase 'Let's make Yorkshire blockage free!', add the hashtag #Wipesaur and tag in the Yorkshire Water Instagram profile.

3.3 No purchase necessary and there is no charge to register for use of the website or other social media.

3.4 The Promoter will **not** accept:

- (a) responsibility for competition entries that are lost or delayed in transit, regardless of cause, including, for example, as a result of any equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind; or
- (b) transmission as proof of receipt of entry to the competition.

- 3.5 By submitting a competition entry, you are agreeing to be bound by these terms and conditions. This competition is not administered or sponsored by Facebook, Instagram, Twitter or other social media outlet.
- 3.6 The competition entries will be judged by a panel of two judges who will pick a correct entry at random from those received. The decision of the panel of judges (acting reasonably) will be final.
- 3.7 A list of names of the judges can be viewed at the offices of the Promoter or their nominated provider from the Closing Date for a period of 90 days.

#### **4. ELIGIBILITY**

- 4.1 The competition is open to all residents in the UK and Northern Ireland, **except**:
- (a) employees of the Promoter or its holding or subsidiary companies;
  - (b) employees of agents or suppliers of the Promoter or its holding or subsidiary companies, who are professionally connected with the competition or its administration; or
  - (c) members of the immediate families or households of (a) and (b) above.
- 4.2 In entering the competition, you confirm that you are eligible to do so and eligible to claim any prize you may win. The Promoter may require you to provide proof that you are eligible to enter the competition. If you are under 18 years of age, you must obtain written parental or guardian consent to enter and claim your prize. The Promoter or its agents may ask the winner to provide proof of age.
- 4.3 The Promoter will not accept competition entries that are:
- (a) automatically generated by computer;
  - (b) completed by third parties or in bulk; or
  - (c) incomplete.
- 4.4 The Promoter reserves all rights to disqualify you if your conduct is contrary to the spirit or intention of the prize competition.

#### **5. THE PRIZE**

- 5.1 The prize is an Apple iPhone XS Max 64gb in silver. There is one prize available to be won.
- 5.2 Prize is subject to availability. There is no cash alternative for the prize although the Promoter reserves the right to substitute the prize with a prize of equal or greater value.
- 5.3 In order to claim the prize the winner must direct message Yorkshire Water on your social media platform of entry (Facebook, Twitter or Instagram).

## **6. WINNER ANNOUNCEMENT**

- 6.1 The winner of the competition will be announced on 3<sup>rd</sup> June 2019 (**Announcement Date**).
- 6.2 The decision of the Promoter is final and no correspondence or discussion will be entered into.
- 6.3 The Promoter will contact the winners personally as soon as practicable after the Announcement Date, using the telephone number or email address provided with the competition entry.
- 6.4 A list of the winners can be viewed at the offices of the Promoter set out in these terms from the Announcement Date for a period of 30 days.

## **7. CLAIMING THE PRIZE**

- 7.1 The prize may not be claimed by a third party on your behalf unless the Promoter agrees otherwise.
- 7.2 The Promoter will make all reasonable efforts to contact the winner. If the winner cannot be contacted or is not available or has not claimed their prize by message within 14 of days of the Announcement Date, the Promoter reserves the right to offer the prize to the next eligible entrant selected from the correct entries that were received before the Closing Date.
- 7.3 The Promoter does not accept any responsibility if you are not able to take up the prize.

## **8. LIMITATION OF LIABILITY**

Insofar as is permitted by law, the Promoter, its agents or distributors will not in any circumstances be responsible or liable to compensate the winner or accept any liability for any loss, damage, personal injury or death occurring as a result of taking up the prize except where it is caused by the negligence of the Promoter, its agents or distributors or that of their employees. Your statutory rights are not affected.

## **9. OWNERSHIP OF COMPETITION ENTRIES AND INTELLECTUAL PROPERTY RIGHTS**

- 9.1 All competition entries and any accompanying material submitted to the Promoter will become the property of the Promoter on receipt and will not be returned.
- 9.2 By submitting your competition entry and any accompanying material, you agree to:
- (a) assign to the Promoter all your intellectual property rights with full title guarantee; and
  - (b) waive all moral rights,

in and to your competition entry and otherwise arising in connection with your entry to which you may now or at any time in the future be entitled under the Copyright, Designs and Patents Act 1988 as amended from time to time and under all similar legislation from time to time in force anywhere in the world.

9.3 You agree to grant the Promoter a non-exclusive, worldwide, irrevocable licence, for the full period of any intellectual property rights in the competition entry to use, display, publish, transmit, copy, edit, alter, store, re-format and sub-licence the competition entry for such purposes.

**10. DATA PROTECTION AND PUBLICITY**

10.1 If you are the winner of the competition, you agree that the Promoter may use your name, image and town or county of residence to announce the winner of this competition and for any other reasonable and related promotional purposes.

10.2 You further agree to participate in any reasonable publicity required by the Promoter.

**11. GENERAL**

11.1 If there is any reason to believe that there has been a breach of these terms and conditions, the Promoter may, at its sole discretion, reserve the right to exclude you from participating in the competition.

11.2 The Promoter reserves the right to hold void, suspend, cancel, or amend the prize competition where it becomes necessary to do so.

11.3 These terms and conditions shall be governed by English law, and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.