

DATED

UK PRIZE COMPETITION TERMS AND CONDITIONS

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1. The Promoter

- 1.1 The Promoter is: Riverside Shepherd Huts Ltd, company number 4512448 of Riverside Cottage, Hollowfields Road, Hanbury, Worcestershire, B96 6TG.
- 1.2 The Promoter's website is www.riversideshepherdhuts.co.uk ('the Website')

2. The Competition

- 2.1 The title of the competition is Shepherd's Hut Competition ('the Competition').
- 2.2 The Competition is a prize competition to win the 14ft x 7ft Larchwood Shepherd Hut ('the Hut') externally decorated in french grey paint as demonstrated at the physical sites listed on the Website during the period July 2019 to September 2019. Fuller details of the Prize are contained at Clause 5 below.
- 2.3 The winner of the Competition ('the Winner') will be the entrant who uses their skill to estimate the weight of the Hut to the nearest kilogram (subject to the remaining provisions of this Clause and below).
- 2.4 The competition entries will be judged by Mr John Harris, or another partner, of Charles Lovell & Co Chartered Certified Accountants of Redditch (the 'Competition Judge'), and the prize awarded based on the most accurate answer correct to the nearest kilogram. In the event of more than one correct answer to the nearest kilogram, the winner will be chosen by a random draw from the winning entries by the Competition Judge.
- 2.5 The Hut will be weighed on a UK Trading Standards approved weighbridge by a certified operator in the period between DD/MM 2019 and DD/MM 2019 overseen and the weight recorded by the Competition Judge (see 2.4). All unfixed decorations and soft furnishings will be removed from the Hut prior to weighing.
- 2.6 The decision of the Competition Judge is final and no correspondence or discussion will be entered into.
- 2.7 Please see the Website for a copy of these competition terms and conditions.

3. How to enter

- 3.1 The Competition will run from 9am on Monday 1 July (the "Opening Date") to midnight on Monday 30th September 2019 (the "Closing Date") inclusive.

- 3.2 All Competition entries must be received by the Promoter at Riverside Cottage, Hollowfields Road, Hanbury, Worcestershire, B96 6TG by no later than midnight on the Closing Date. All Competition entries received after the Closing Date are automatically disqualified.
- 3.3 To enter the Competition, entrants may, between the Opening Date and the Closing Date, either:
- (a) enter in person at any shows or physical sites where the Hut is sited (locations are detailed on the Website) using the electronic terminals provided; and/or
 - (b) enter online on the Website by creating an online account and submitting the online entry form provided on the Website.

No other forms of entry are permitted

- 3.4 The cost of each entry is £10 (ten pounds), and no entrant may enter more than 150 times. The cost of entry is payable in full before any entry can be admitted to the Competition.
- 3.5 There is no extra charge to register for use of the Website.
- 3.6 The Promoter will **not** accept:
- (a) responsibility for entries that are lost, mislaid, damaged or delayed in transit, regardless of cause, including, for example, as a result of any postal failure, equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind; or
 - (b) proof of posting or transmission as proof of receipt of entry to the Competition.
- 3.7 By submitting a Competition entry entrants agree to be bound by these terms and conditions.

- 3.8 For help with entries, please see our representative at one of the physical locations listed on the Website or contact the customer helpline on 01527 821848 or see the Website.

4. Eligibility

- 4.1 The Competition is open only to persons resident in the UK aged 18 years or over, **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 (including the Competition Judge); or

- (c) members of the immediate families or households of (a) and (b) above.
- 4.2 By entering the Competition, entrants confirm that they are eligible to do so and eligible to claim the Prize. The Promoter may require entrants to provide proof that they are eligible to enter the Competition.
- 4.3 The Promoter will not accept competition entries that are:
 - (a) automatically generated by computer;
 - (b) completed by third parties or in bulk;
 - (c) illegible, have been altered, reconstructed, forged or tampered with;
 - (d) photocopies and not originals; or
 - (e) incomplete.
- 4.4 Entries on behalf of another person will not be accepted and joint submissions are not allowed.
- 4.5 The Promoter reserves all rights to disqualify any entry submitted in breach of these conditions or in any entrant's conduct is contrary to the spirit or intention of the prize competition.
- 4.6 Competition entries cannot be returned.

5. The Prize

- 5.1 The Prize available to be won in the Competition is the 14ft x 7ft Larchwood Shepherd Hut, built by the Promotor, externally decorated in French grey and as demonstrated at the shows held at the physical sites during Summer 2019 and listed on the Website. The Hut will be supplied with a 16 amp electric supply fitted, ceiling light fittings and electric sockets. Any unfixed decorations, soft furnishings, furniture etc in The Hut as demonstrated at the shows are not included in the Prize.
- 5.2 The Hut, although built new for the Competition, is the Hut as demonstrated at the shows and will therefore be subject to the reasonable wear and tear expected from such events.
- 5.3 There is only one Hut available as a Prize in the Competition
- 5.4 The cost of delivery, relocation and connection to utilities of the Shepherd's Hut is not included in the Competition and it will be the winner's responsibility to arrange at the end of the Competition. See further clause 7 below.

5.5 The Hut as specified in this clause is available to be won. The prize is not negotiable or transferable. There is no cash alternative.

6. Winner

6.1 The Winner will be chosen as detailed in Clause 2.3 onwards. The Promoter will publish the surname and county of the winner and their winning entries on the Website on Monday 7 October 2019 (the 'Announcement Date').

6.2 The Promoter will contact the Winner as soon as practicable after the Announcement Date, using the telephone number or email address provided with the entrant's competition entry. The Promoter will not amend any contact information once the competition entry form has been submitted.

6.3 If an entrant objects to any or all of their surname, county and winning entry being published or made available, they should contact the Promoter accordingly by recorded delivery post to the address in Clause 1 or by e-mail to jean@riversideshepherdhuts.co.uk before the Closing Date. Please note that in such circumstances, the Promoter must still provide the information and winning entry to the Advertising Standards Authority on request.

7. Claiming the prize

7.1 The Winner will have 21 days from the Announcement Date (or the date of the e-mail contact by the Promoter if later) to claim the prize by notifying the Promoter by email at jean@riversideshepherdhuts.co.uk or by recorded delivery post sent to the address at Clause 1.

7.2 The Winner shall arrange collection of, and take delivery of, the prize within a period of 35 days of the announcement date.

7.3 The prize may not be claimed by a third party on behalf of the Winner.

7.4 The Promoter will make reasonable efforts to contact the Winner. If the Winner cannot be contacted or is not available, or has not claimed their prize within 21 of days of the Announcement Date, or collected the prize within 35 days of the announcement date, the Promoter reserves the right, at their discretion, to offer the prize to the next eligible entrant selected from the entries that were received before the Closing Date.

7.5 The Promoter does not accept any responsibility if the Winner is not able to take up the prize.

8. Limitation of liability

- 8.1 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. Entrant's 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 a competition entry and any accompanying material, entrants agree to:

- (a) assign to the Promoter all their intellectual property rights with full title guarantee; and
- (b) waive all moral rights,

in and to their competition entry and otherwise arising in connection with their entry to which they 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 By entering the Competition entrants agree that the Promoter may, but is not required to, make their entry available on the Website and any other media, whether now known or invented in the future, and in connection with any publicity of the competition. Entrants 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 The Promoter will only process entrant's personal information as set out in the **[LINK TO PRIVACY POLICY]**. See also clause 6 with regard to the announcement of the Winner.

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 any entrant(s) 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.