

# 1 INTRODUCTION

1. This Competition is operated by Festival Republic Limited (owners of Latitude Festival), company number 2948536 whose registered office is 2<sup>nd</sup> Floor Regent Arcade House, 19-25 Argyll Street, London, W1F 7TS. ("Our", "Us" and "We").
2. The following are the terms and conditions ("Terms and Conditions") for a competition to win grant aid for the creation of a Latitude Festival Trailer Park Competition. The Competition is run through [www.latitudefestival.co.uk](http://www.latitudefestival.co.uk) (official Latitude Festival website, the "Website"). These Terms and Conditions of the Website are in addition to the privacy policy (available here <https://www.latitudefestival.com/privacy-policy>) which governs how We may use the data We collect from you.
3. Please read these Terms and Conditions carefully. These Terms and Conditions set out who can enter the Competition, how the Competition will be run and the circumstances in which We may withhold all or part of the Prize and/or disqualify you. By submitting an entry for the Competition, you agree to be bound by these Terms and Conditions and agree that if you win, you will grant to Us the right to use your entry as set out below.
4. We reserve the right to cancel or amend these Terms and Conditions at any time without prior notice. When you enter the Competition you are deemed to accept the Terms and Conditions at the date you enter. Any amendments or cancellations to these Terms and Conditions will be posted on the Website.
5. We reserve the right to disqualify your entry if We have reasonable grounds to believe that you have breached any of these Terms and Conditions.
6. The Prize Draw is in no way sponsored, endorsed or administered by, or associated with Facebook and if you enter the Prize Draw, You release Facebook from any and all liabilities in connection therewith.

## **2 ELIGIBILITY**

1. To enter the Competition you must:
  - (a) be able to comply with all the Terms and Conditions; and
  - (b) be at least 18 years old.

You must not be an employee, agent or a director of, or a member of the family of an employee, agent or director of:

- (a) Us or any of Our associated companies or subsidiaries; or
- (b) any advertising agency or web company connected with us

## **3 COMPETITION AND ENTRY REQUIREMENTS**

1. Entries to the Competition must be received by Us between 11am on Thursday 21<sup>st</sup> February and the March 31st at 11.59am. Any entries which are received outside this period shall not be considered regardless of the reason.
2. To enter the Competition, you need to: complete the online Latitude 2019 – Trailer Park Application Form located on the Latitude Festival website and follow the instructions.
3. We shall be entitled to reject any entry which We believe (i) has been copied from elsewhere; (ii) is defamatory, indecent or violates any third party's rights, is offensive, unlawful, obscene, threatening, pornographic, harassing, hateful, racially or ethnically offensive, promotes political positions or actions, encourages conduct that would be considered a criminal offence, gives rise to civil liability, violates any law or is otherwise inappropriate, or contains advertisements or solicitations of business; (iii) includes false or misleading information; or (iv) otherwise breaches these Terms and Conditions.
4. Unfortunately, We cannot be held responsible for entries which are lost or corrupted or for any entries to the Competition which We do not receive as a result of any technical error, however caused. In addition, We cannot accept any liability for any difficulties experienced in submitting an entry. Proof of entry or submission will not be proof of receipt.

## 4 JUDGING

1. We will review all entries received by Us which comply with these Terms and Conditions by March 31<sup>st</sup> 2019 at 23:59am and will select, in Our opinion, the best entries according to the criteria set out below (the "Winners").

Up to, but not exclusive to, ten [10] Winners will be notified by the earliest of Monday 15<sup>th</sup> April 2019.

2. If We notify you that you have been selected as the Winner and you do not acknowledge such notification within 7 days from the date of notification, then We shall be entitled to withdraw your selection as the Winner and We shall have the right to select an alternative Winner in Our absolute discretion.

## 5 PRIZE

1. The Prize is the award of grant-aid for the completion of the project as for the criteria listed on the Latitude Festival website, subject to these Terms and Conditions, (the "Prize").
2. There are no Prize substitutions and the Prize is not transferable.
3. Where for reasons outside of Our reasonable control We are unable to deliver to the Winner the whole or any part of the Prize We shall have the right to decide on and substitute all or part of the Prize offered for an alternative prize We reasonably nominate.
4. The Winner and any permitted companions will be provided with up to 8 crew passes to Latitude Festival 2019, which includes camping access. Travel, accommodation and all other expenses will not be provided. Live Nation assumes no responsibility and is not liable for any costs, charges or expenses which any Winner may be required to pay at any time in connection with the Prize. The Winner and their permitted companions shall at all times be subject to the Prize terms and conditions and venue rules.

## **6 WINNER**

### **YOU AGREE THAT IF YOU ARE THE WINNER:**

1. you consent to Us using your name and/or image in Our publicity for Latitude Festival and the Competition and in such promotional materials as We see fit whether now or in the future, anywhere in the world;
2. you consent to the exploitation by Us (or any third parties We authorise) of your entry in any way We see fit and in any media;
3. you agree that you will not be entitled to any payment for such use; and
4. you will sign such documents as We reasonably request to confirm this.

## **7 FINAL DECISION**

1. In all matters Our decision will be final and no correspondence or discussion shall be entered into with you or any other party on your behalf regarding the process or details of such decision.

## **8 LIMITATION OF LIABILITY**

1. We cannot be held responsible for any costs incurred by you in entering the Competition (whether or not such entry is successful) or in relation to you taking part in the Competition.
2. We will not be responsible for any losses you suffer as a result of Our breach of these Terms and Conditions unless those losses were reasonably foreseeable to both you and Us at the date you enter the Competition.
3. For the avoidance of doubt, We will not be liable to you, in contract, tort (including, without limitation, negligence) or otherwise in connection with the Competition for:

(a) loss of revenues, profits, contracts, business or anticipated savings or loss of data; or

(b) any loss of goodwill or reputation; or

(c) any special or indirect or consequential losses; however caused.

4. Nothing in these Terms and Conditions shall exclude or limit Our liability:

(a) for death or personal injury resulting from Our negligence or a deliberate act or omission of Us or any of Our officers, employees or agents;

(b) for fraudulent misrepresentation; or

(c) to the extent that liability cannot by law be excluded or limited.

5. We will not be liable for any damages or losses as a result of failure by Us to deliver the Competition, the Prize or any other prizes as a result of any circumstances outside of Our direct and reasonable control including, but not

limited to, as a result of a server failure (including but not limited to access delays or interruptions, data non-delivery or mis-delivery), any act(s) of

God, war or terrorism, breaches of security or unauthorised use of personal data arising from hacking and / or failure or lack of reception of telephone or mobile telephone networks.

## **9 YOUR LIABILITY TO US AND YOUR STATUTORY RIGHTS**

1. You agree to fully indemnify Us in respect of all liabilities, damages, claims, actions, expenses (including reasonable legal fees), demands or costs incurred by Us as a result of any breach by You of the Terms and Conditions including but not limited to any breach of clause 6.
2. Nothing contained in these Terms and Conditions shall affect any statutory rights which you may be entitled to as a consumer.

## **10 YOUR DATA**

1. Your personal data will be used solely in accordance with the current data protection legislation and in accordance with Our privacy policy (available here <https://www.latitudefestival.com/privacy-policy>)

## **11 GOVERNING LAW**

1. These Terms and Conditions are governed by and construed in accordance with UK Law and any dispute arising from them shall be subject to the non-exclusive jurisdiction of the UK Courts.

## **12 ENQUIRIES**

1. For all enquiries, comments, feedback or further information please contact [trailerparkcaravanchallenge@gmail.com](mailto:trailerparkcaravanchallenge@gmail.com)
2. All enquiries regarding the Competition (including requests for a list of Winners) must be received by Us within 28 days of the closing date of the Competition as set out in condition 3.1.