

## **#CuriousDogs Photo Competition**

## **Terms and Conditions**

- 1. This competition ("**Promotion**") is open to all residents of UK aged 18 years or over. Proof of age may be required. Employees (or family members of employees) of any group company of the Promoter, companies associated with the Promotion and all affiliates of such companies may not enter this Promotion.
- 2. Entrants will be deemed to have accepted these terms and conditions and agreed to be bound by them when entering this Promotion.
- 3. To take part in this Promotion visit <a href="http://www.curiousonstage.com">http://www.curiousonstage.com</a> you will need to send us a photo of your dog doing something Curious, with a caption completing the sentence "The Curious Incident of the Dog..." Entries can be made on Twitter or Instagram using #CuriousDogs or uploading the photo directly to <a href="http://www.curiousonstage.com/news/curious-dogs-competition/">http://www.curiousonstage.com/news/curious-dogs-competition/</a> Maximum of one entry per person and per household. We cannot accept entries by any other means.
- 4. Closing date: All entries must be received by 11.59pm (UK time) on 26/06/16.
- 5. The Promoter does not accept responsibility for network, computer, hardware or software failures of any kind, which may restrict or delay the sending or receipt of your entry. Entries must not be sent in through agents or third parties. Incomplete entries, and entries which do not satisfy the requirements of these terms and conditions, will be disqualified and will not be counted.
- 6. If the Promoter has grounds to suspect any entrant or third party of cheating, deception or fraudulent or unsportsman-like conduct of any kind (including, without limitation, manipulating the promotion, choice of prize winner(s) or any entry) the Promoter reserves the right (in its sole discretion) to disqualify any entrant, entry or person it reasonably believes to be responsible for, or associated with, such activity.
- 7. 1 winner and 2 runners up will be selected by the judge(s) from all complete, correct and eligible entries received before the closing date.
- 8. Winners will be notified by email or through Twitter or Instagram (depending on method of entry) by 6pm on or 01/07/16. To claim the prize, the Winner(s) must reply to this message within 28 days of this date.
- 9. Use of your entry: By submitting your entry, you irrevocably grant a licence (i.e. permission) for the Promoter and its agents and licensees to edit, publish, broadcast and otherwise use your entry for [any and all purposes, in any and all media throughout the world in perpetuity (or, where such a licence is not lawful or enforceable, for up to 50 years from the date the entry is submitted to the Promotion), including, without limitation, on the Promoter's publicly accessible website(s), Facebook page(s), Twitter feeds, YouTube page(s)/channel(s), and all other media whether now known or hereafter invented ("permitted purposes"). For the avoidance of doubt the Promoter may, without limitation, add further content of its own choosing to your entry and or edit/splice it together with other entries.
- 10. By submitting your Entry, you warrant and undertake that:
  - You are the legal and beneficial owner of all intellectual property rights in the entry (including all images, footage, music and text submitted by you as part of the entry



- process), that your entry is your own original work and does not infringe any third party rights;
- You have the right to grant the Promoter permission to use your entry in the ways described in clause 10 of these terms and conditions.
- Your entry does not infringe English law or the law in the country in which you are normally resident;
- Your entry does not, to the best of your knowledge and belief, infringe the law of any other country;
- Your entry complies with all terms and conditions of use applicable to the relevant social media platforms.
- You hereby waive and agree not to assert (and warrant that all individuals featured have waived and agreed not to assert) any moral rights in and in connection with the entry;
- You shall, on request, do such other things and execute such documents as are reasonably requested of you by the Promoter in order to allow the Promoter to use your entry for the permitted purposes;
- You have obtained all relevant rights and written permission for individuals (including animals) featured in the entry and that your entry does not feature anyone under the age of 12 (unless it is your own child and you have that child's consent);
- 11. The Promoter reserves the right to pass on any entry (including the associated personal details) which cause it concern to the relevant authorities.
- 12. You agree to indemnify the Promoter in respect of third party claims arising out of or in connection with any breach by you of the warranties and undertakings set out in these terms and conditions (in particular, the warranties and undertakings set out in clause 22 of these terms and conditions (above)).
- 13. Prize: The main winner will receive 4 tickets to The Curious Incident of the Dog in the Night-Time at the Gielgud Theatre, London; a show programme; and a hamper of dog products from <a href="http://www.purplebone.com/">http://www.purplebone.com/</a>
- 14. Runners Up: Two runners up will receive 2 tickets each to The Curious Incident of the Dog in the Night-Time at the Gielgud Theatre London.
- 15. The prize **does not** include travel, accommodation, personal expenditure and other incidental costs other than those specifically included.
- 16. Tickets for the Curious Incident of the Dog in the Night-Time valid for Monday- Thursday performances only for performances up until 31<sup>st</sup> October 2016, one performance date only per winner/ runner-up.
- 17. The Promoter reserves the right to substitute the prizes (or any part of them) for a prize or prizes of equivalent or greater monetary value if this is necessary for reasons beyond its control. There is no cash alternative to the prizes (or any part of them) and unless agreed otherwise in writing the prizes are non-refundable and non-transferable.
- 18. Third party terms and conditions apply to parts of the prize where applicable.
- 19. The Promoter reserves the right to amend these terms and conditions at any time.



- 20. If any winner is not able, for any reason, to accept a prize, or does not respond to the Promoter's notification within 28 days of the draw date, the Promoter reserves the right to award the prize to another entrant.
- 21. The judge's and Promoter's decisions shall be final and binding in all respects on all entrants. No correspondence will be entered into. Entries that do not comply in full with these entry rules and conditions will be disqualified.
- 22. Except in the case of death or personal injury arising from its negligence, or in respect of fraud, and so far as is permitted by law, the Promoter and its associated companies and agents exclude responsibility and all liabilities arising from:
  - a) any postponement or cancellation of the Promotion, and
  - b) any changes to, supply of (including, without limitation, prizes which do not reach the intended recipient), or use of the prize, and
  - c) any act or default of any third party supplier, which are beyond the Promoter's reasonable control.
- 23. Details of prize winners' names and county will be available for one month after the close of the Promotion by writing to the Promoter at the address set out below and stating the name and closing date of the Promotion.
- 24. Winner(s)/entrants agree to allow the Promoter to use their name and likeness for advertising and publicity purposes without additional remuneration.
- 25. The Promoter will use each winner's, and each entrant's, personal details for the purpose of administering this Promotion. Please see our Privacy Policy <a href="http://www.akauk.com/privacy-policy/">http://www.akauk.com/privacy-policy/</a> for further details. Please note that your data may be processed outside of the EU.
- 26. If you have opted in, the Promoter [and its business partners] may also use the details you give us to contact you for marketing purposes by email and/or SMS.
- 27. This Promotion, and any dispute or claim arising out of or in connection with it, shall be governed by and construed in accordance with English law. You irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Promotion.

The Promoter is: AKA Promotions Limited. 115 Shaftesbury Avenue, Cambridge Circus, London WC2H 8AF.