THE SURE 2021/22 DIRECTORY DESIGN THE COVER COMPETITION 2021

TERMS AND CONDITIONS

The promoter is: Sure (Guernsey) Limited, registered number 38694, whose registered office is at Centenary House, La Vrangue, St. Peter Port, Guernsey, GY1 2EY ("Sure").

Competition

- 1. These terms and conditions govern participation in The Sure 2021/22 Directory (the "Guernsey Directory") Design the Cover competition 2021.
- 2. Entrants are asked to submit artwork which represents the theme of wellbeing, fitness and sport in Guernsey for use on the front cover of The Guernsey Directory 2021/22.

No Third-Party Endorsement

 Any competitions run by Sure are in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter, Instagram or any other social network or other organisation.

Entry

- 4. By entering this competition, you are agreeing to be bound by these terms and conditions.
- 5. This competition will open on 1 June, 2021 and ends at midnight on July 11, 2021.
- 6. To enter this competition, you (the "Entrant") must send a photograph of the original artwork by email only to competitions@sure.com.
- You must keep your original artwork in a safe place as shortlisted entries will be required to submit their original artwork to Sure for professional photographing in order that it can be reproduced at a suitable resolution for the Guernsey Directory cover.
- 8. Artwork must be original to the artist creating it.
- 9. Art submissions may consist of the following art forms: painting, drawing and collage. Photographic or computer-generated images are not accepted.
- 10. The art subject must be within the theme of wellbeing, fitness and sport in Guernsey.
- 11. Your email should clearly note your name, address and telephone number.
- 12. You warrant and represent that the artwork that you are submitting is your own work, created by you.
- 13. Artwork that is defamatory, obscene, racially or ethnically offensive, violates any law, or is otherwise inappropriate will not be accepted.
- 14. If Sure has reason to believe your entry is not your own work or otherwise breaches these terms and conditions, it may, in its sole discretion, disqualify it, without explanation or notice.
- 15. Entrants confirm that each individual whose artwork is submitted has given consent for the use of his/her artwork in connection with this competition and in accordance with these terms and conditions. Where an individual whose artwork is featured in a competition entry is aged less than 18 years the entrant confirms that the parent or

- guardian of that individual has given written consent, a copy of which is available on request.
- 16. You waive all your moral rights in your entry. However, you also agree that in order to use entries as intended and advised in these terms Sure may need to modify entries, including but not limited to resizing, cropping or colour adjustment as necessary, provided that Sure shall endeavour in undertaking such modifications to maintain the integrity of your entry as originally created.
- 17. The artwork you submit must not have been published elsewhere or have won a prize in any other competition, in any jurisdiction.
- 18. Copyright of the image submitted for this competition remains with you. However, in consideration of you entering this competition, you grant a non-exclusive, worldwide, irrevocable, perpetual and royalty free licence to Sure to feature any or all of the submitted artwork in any of its publications including but not limited to the Guernsey directory, its websites and/or in any promotional material connected to this competition or otherwise.
- 19. There is no entry fee and no purchase necessary to enter this competition.
- 20. Subject to clause 156 above, Sure will not amend any entry or contact information once the entry has been received.
- 21. A shortlist of entries will be selected on Tuesday 13th July 2021 after which shortlisted entrants will be contacted to arrange for their original artwork to be made available to Sure. If original artwork is not made available upon request, Sure reserve the right to select another entry in its place. The winning artwork will be selected from the shortlisted entries by a panel of judges from the staff of Sure.
- 22. Sure's decision in respect of all matters to do with this competition will be final and no correspondence will be entered into with the winner or any entrants.

Eligibility

- 23. This competition is open to school-age residents of the Bailiwick of Guernsey, aged between 5 and 18 as at 31st August 2021.
- 24. Entries on behalf of another person will not be accepted and joint submissions are not allowed other than a teacher submitting on behalf of a pupil where the entry has been completed as part of a class activity.
- 25. This competition is <u>not</u> open to:
 - a. employees of Sure or its affiliated companies; or
 - b. suppliers or agents of Sure.
- 26. By entering this competition, you confirm that you are eligible to do so.
- 27. Sure will not accept competition entries which are:
 - a. photographs or automatically generated by a computer;
 - b. completed by third parties in bulk; or
 - c. incomplete.
- 28. Sure reserves all rights to disqualify you if your conduct is contrary to the spirit or intention of this competition.
- 29. No responsibility can be accepted for entries not received for whatever reason.

Prize

- 30. The prize consists of the winning artwork appearing on the front cover of the 2021/22 Sure Guernsey Directory.
- 31. The artist whose artwork is chosen to be on the Guernsey Directory cover will win £500.00 (five hundred pounds) for their school to fund arts and/or sports equipment, from Yello Media Group.
- 32. Sure is not responsible for inaccurate prize details supplied to any entrant by any third party connected with this competition.
- 33. The prize is as stated and no cash or other alternatives will be offered. The prizes are non-negotiable and are not transferable.
- 34. Sure reserves the right not to utilise any of the artwork submitted and to select an alternative image for use on the Sure Guernsey directory.

Winner

- 35. There will be only one winner.
- 36. Sure will notify the winner by email by the 31st July 2021.
- 37. The winner's name will be published on social media. You agree to participate in any reasonable publicity required by Sure.
- 38. Unsuccessful entries will not be notified.

Liability

39. So far as is permitted by law, Sure will not in any circumstances be responsible for, or liable to compensate, any person and will not accept any liability for any loss, damage, personal injury or death occurring as a result of entering this competition or accepting the prize, except where it is caused by its negligence. Your legal rights are not affected.

Data Protection

- 40. By entering this competition, you agree that any personal information provided by you with the entry as well as your submitted image may be held and used by Sure, its affiliated companies and its agents or suppliers to administer this competition.
- 41. You agree that Sure may use your first and last name in any publications, websites and/or in any promotional material connected to this competition or otherwise, where your artwork is used.
- 42. Any personal data submitted by you will be used solely in accordance with the Data Protection (Bailiwick of Guernsey) Law 2017 and our privacy policy (available at www.sure.com/guernsey/privacy-policy/) and other than as set out in these terms, will not be disclosed to a third party without your prior consent.

General

- 43. Sure may, at its sole discretion, exclude you from entering this competition if we believe there has been breach of these terms and conditions.
- 44. Sure reserves the right to hold void, suspend, cancel or amend this competition where it becomes necessary to do so without notice or as a result of a catastrophe, war, civil or military disturbance, act of God or any actual or anticipated breach of any applicable law or regulation or any other event outside of Sure's control.
- 45. You will be notified of any changes to this competition as soon as possible.

- 46. Sure shall have the right, at its sole discretion and at any time, to change or modify these terms and conditions, such change shall be effective immediately upon posting on social media.
- 47. This competition and these terms and conditions will be governed by Guernsey Law and any disputes will be subject to the exclusive jurisdiction of the courts of Guernsey.

Sure (Guernsey) Limited – V1 May 2021