

**1. The Promoter**

The promoter is: The City of York Council of West Offices, Station Rise, York.

**2. The competition**

2.1 The title of the competition is **“Win a 3 month All Inclusive Membership to any Better Leisure Centre in York”**.

**3. How to enter**

3.1 The competition will run from Tuesday 3 March 2020 (the **“Opening Date”**) to 23:59 on Friday 10 April 2020 (the **“Closing Date”**) inclusive.

3.2 All competition entries must be received by the Promoter by no later than 23:59 on Friday 10 April 2020. All competition entries received after the Closing Date are automatically disqualified. The winner will be contacted by 17:00 on Wednesday 15 April 2020.

3.3 To enter the competition:

- (a) email your answer to the below question, plus your name, address and contact number to [our.city@york.gov.uk](mailto:our.city@york.gov.uk) by the Closing Date:

***Which male GB swimmer won gold in the 100m breaststroke at the 2016 Olympics?***

3.4 The Promoter will **not** accept:

- (a) responsibility for competition entries that are lost, mislaid, damaged 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) proof of posting or 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.

3.6 Winners will be drawn at random from valid entries received on the Tuesday 14 April 2020 (the **“Announcement Date”**).

3.7 No purchase necessary and there is no entry fee for this competition.

#### **4. Eligibility**

- 4.1 The competition is only open to all residents of York. If you are under the age of 18, you must obtain written parental or guardian consent to enter and claim your prize. The Promoter may ask the winner to provide proof of age.
- 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.
- 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) 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.
- 4.5 There is a limit of one entry to the competition per person.

#### **5. The prize**

- 5.1 The prize is a three month all-inclusive membership to any Better Leisure Centre in York. There is no cash alternative for the prize.
- 5.2 The prize is not negotiable or transferable.

#### **6. Winner announcement**

- 6.1 The decision of the Promoter is final and no correspondence or discussion will be entered into.
- 6.2 The Promoter will contact the winner personally as soon as practicable after the Announcement Date, using the contact information provided with the competition entry. The Promoter will not amend any contact information once the competition entry form has been submitted.
- 6.3 The Promoter must either publish or make available information that indicates that a valid award took place. To comply with this obligation, the Promoter will send the surname of the prize winner to anyone who emails [our.city@york.gov.uk](mailto:our.city@york.gov.uk) or writes to 'Communications Team, City of York Council, West Offices, Station Rise, York, YO1 6GA' (enclosing a self-addressed envelope) within one (1) month after the Closing Date of the competition].

6.4 If you object to any or all of your surname being published or made available, please contact the Promoter by emailing [our.city@york.gov.uk](mailto:our.city@york.gov.uk) or writing to 'Communications Team, City of York Council, West Offices, Station Rise, York, YO1 6GA'. 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 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 within five working days of the Announcement Date, the Promoter reserves the right to offer the prize to the next eligible entrant selected from the entries that were received before the Closing Date.

7.2 The Promoter does not accept any responsibility if you are not able to take up the prize.

7.3 The prize may not be claimed by a third party on your behalf.

## **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. Data protection and publicity**

9.1 The Promoter will only process your personal information for the purposes of selecting and contacting the competition winner and allowing prizes to be claimed.

9.2 In other respects personal information will be managed in accordance with the Privacy notice here: <https://www.york.gov.uk/privacy>.

## **10. General**

10.1 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.

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

10.3 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.