

UPLIFT YOUR WINDOW, UPLIFT YOUR SPIRITS!

PEOPLE OF KENDRAY, WE INVITE YOU TO TRANSFORM YOUR WINDOWS THIS HALLOWEEN WEEKEND!

COMPETITION RULES

1. This competition is open to residents of Kendray, Barnsley, South Yorkshire.
2. Applicants under 18 must get consent from their parent(s) or legal guardian(s) before entering the competition. The parent(s) or legal guardian(s) of applicants under 18 agree to the Rules and Terms and Conditions on behalf of the applicants.
3. The competition is free to enter and no purchase is necessary.
4. A photograph or photographs of the window display entry must be uploaded to social media with the hashtag #UpliftKendray to be valid.
5. Creative Recovery must receive entries by 11:59pm on Saturday 31 October 2020. Any entry which is late, incomplete or inappropriate will be deemed invalid.
6. The judges shall assess the entries and one winner and one runner-up from each category (most uplifting, best Halloween, and most imaginative windows) will be selected. Only one winner per house is allowed. The judges' decisions shall be final. No correspondence regarding the results will be entered into.
7. The three winners (one in each category) shall receive £25 Tesco vouchers and the three runners-up (one in each category) will receive £10 Tesco vouchers. The prizes will be sent to the winners and runners-up by post within 28 days of the winner responding to notification from Creative Recovery that they have won.
8. The winners and runners-up will be notified via Facebook, Instagram or Twitter (using the details provided at entry) within 14 days of a decision being made and must provide a postal address to claim their prize. If a winner or runner-up does not respond to Creative Recovery within 21 days of being notified by Creative Recovery, then they will forfeit their prize and a replacement winner or runner-up will be selected from the other applicants. The prize is non-exchangeable, non-transferable and no cash alternative is offered. Creative Recovery reserves the right to replace the prize with an alternative prize of equal or higher value if necessary. The winner's name will be published on Creative Recovery social media.
9. Creative Recovery reserves the right to refuse entry or to refuse to award the prize to anyone in breach of the Rules or the Terms and Conditions or the spirit of the Rules or the Terms and Conditions.

TERMS AND CONDITIONS

1. By submitting an entry, you agree to be legally bound by the Rules and these Terms and Conditions.
2. Any entry must be your original work and it must not infringe the rights of third parties including copyright, trade mark, trade secrets, privacy, publicity, personal or proprietary rights.
3. Full copyright title shall be retained by the author of any entry. By submitting any entry to Creative Recovery (including any text, photographs, graphics, video or audio), you agree to grant Creative Recovery a perpetual, royalty-free, non-exclusive, sub-licensable right and worldwide license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, display and exercise all publicity rights with respect to your entry, and/or to incorporate your entry in other works, in any media now known or later developed for the full term of any rights that may exist in your entry, and in accordance with privacy restrictions set out in Creative Recovery's Privacy Policy.
4. By submitting an entry, you agree to waive any moral rights contained in your entry. Any entry you provide shall be non-confidential.

5. By submitting an entry, you agree Creative Recovery may use the material for any purpose and in any way it chooses, including, but not limited to, marketing, publicity, advertising and presentations.
6. Creative Recovery (including its subsidiaries, agents or distributors) shall not be liable for any direct, indirect or consequential loss or damage or for any costs, claims or demands of any nature whatsoever arising directly or indirectly out of the use of your entry or any part thereof.
7. Insofar as is permitted by law, Creative Recovery (including its subsidiaries, 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 Creative Recovery, its subsidiaries, agents or distributors or that of their employees. Your statutory rights are not affected.
8. You agree to indemnify Creative Recovery (and its subsidiaries) against any claim from any third party for any breach of the Rules or these Terms and Conditions.
9. Creative Recovery reserves the right to update the Rules and these Terms and Conditions from time to time and any updated version will be effective as soon as it is published on CreativeRecovery.co.uk.

Creative Recovery takes your privacy very seriously; we will only use your personal information in accordance with the terms of these Terms and Conditions and Creative Recovery's Privacy Policy. By submitting an entry, you confirm that you have read and agree to the terms of our Privacy Policy.

Any personal data submitted will be held securely and in accordance with the Data Protection Act 1998. Personal data supplied may be passed on to third party suppliers only insofar as required for fulfilment/delivery/arrangement of the prize.

The winner may be required to participate in publicity related to the competition which may include the publication of their name and photograph in any media. You agree that your personal data may be used for this purpose.

For the avoidance of doubt, by submitting your entry you warrant that all persons featured in your entry have given you their express consent for their image, voice or other details to be used and, in the case of vulnerable adults or persons under 18 years of age, you warrant that you have obtained express consent from their parent(s) or legal guardian(s).

This competition is governed by English law and English Courts have exclusive jurisdiction.

Creative Recovery (Creative Recovery CIO) is a registered charity with the Charity Commission. Charity Registration Number: 1158073

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www.creativerecovery.co.uk

