

PRIZE DRAW TERMS AND CONDITIONS

1 THE PROMOTER

- 1.1 The promoter is The Institution of Engineering and Technology of Michael Faraday House, Six Hills Way, Stevenage, Herts., SG1 2AY, United Kingdom.

2 THE PRIZE DRAW

- 2.1 The title of the prize draw is #SantaLovesSTEM 2018. The prize draw will be separated into two categories: one for primary schools and one for secondary schools.

3 HOW TO ENTER

- 3.1 All entrants must read these Terms and Conditions in full before deciding whether to enter. By submitting an entry to the prize draw, you are agreeing to be bound by these Terms and Conditions. All entrants should also read and comply with Facebook's (www.facebook.com) or Twitter's (www.twitter.com) (as applicable) Terms of Use.
- 3.2 Internet access and a Facebook or Twitter account is required. No purchase is necessary and there is no charge to enter.
- 3.3 The prize draw will run from 00:01 GMT on 26 November 2018 (the "**Opening Date**") to 23.59 GMT on 25 January 2019 (the "**Closing Date**") inclusive.
- 3.4 To enter the prize draw, you must:
- 3.4.1 download a Faraday resource from <http://faraday-primary.theiet.org> (for primary resources) or <https://faraday-secondary.theiet.org> (for secondary resources) as applicable;
 - 3.4.2 take a picture or short video clip of you, your school or children using the relevant Faraday resource;
 - 3.4.3 post the picture or video clip on either Facebook or Twitter. You must include the hashtag #SantaLovesSTEM and you must also state whether you are entering the primary category or secondary category.
- 3.5 If your picture or video clip contains any pupils under the age of 16 (a "**Minor**"), you must obtain the Minor's parent/legal guardian's written consent ("**Consent**") to the following: i) the Minor being included in the picture or video clip; ii) the picture or video clip being posted on Facebook or Twitter; and iii) the picture or video clip being used (in whole or in part) by the Promoter. This Consent should be made available to the Promoter on request at any time.
- 3.6 All prize draw entries must be submitted by the Closing Date; any entries submitted after the Closing Date are automatically disqualified.
- 3.7 The Promoter will **not** accept:
- 3.7.1 responsibility for prize draw entries that are lost, mislaid, damaged or delayed in transit, regardless of cause, including, for example, as a result of any unauthorised access to entries, equipment failure, line failure, website malfunction, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind; or
 - 3.7.2 proof of transmission as proof of entry to the prize draw.
- 3.8 For help with entries or any questions about the prize draw, please contact nclerke@theiet.org.

4 ELIGIBILITY

- 4.1 The prize draw is open to any parents or primary school teachers (in the primary school category) and any parents or secondary school teachers (in the secondary school category) who are resident in the UK and who are aged 18 years or over, **except** those parents, primary school teachers and secondary school teachers who are related to employees (i.e. within the immediate family or household) of the Promoter or its subsidiary companies.

- 4.2 By entering the prize draw, you confirm that you are eligible to do so and eligible to claim the prize you may win. The Promoter may require you to provide proof that you are eligible to enter the prize draw.
- 4.3 There is no limit on the number of pictures or video clips you may submit, but each picture or video clip must be different.
- 4.4 The Promoter will not accept prize draw entries that are:
- 4.4.1 completed by third parties or in bulk;
 - 4.4.2 have been altered, reconstructed, forged or tampered with;
 - 4.4.3 obscene, indecent, or contain nudity, pornography, profanity, threats to any person, place, business or group, invade the privacy or rights of any person, firm or entity, any defamatory statements or words or symbols that are offensive either generally or to individuals of a certain race, ethnicity, religion, sexual orientation or socioeconomic group;
 - 4.4.4 incomplete; or
 - 4.4.5 violate applicable laws and regulations.
- 4.5 Entries on behalf of another person will not be accepted and joint submissions are not allowed.
- 4.6 The Promoter reserves all rights to disqualify you from the prize draw if your conduct is contrary to the spirit or intention of the prize draw, you have not complied with the entry process, you are found to be tampering with the entry process or operation of the website, or you are considered to have acted in any manner that is deemed to be in violation of these Terms and Conditions.

5 SELECTING THE WINNERS

- 5.1 There will be two winners: one for the primary school category and one for the secondary school category. Each winner will be the first entrant randomly selected from all entries correctly submitted to each category in accordance with the Terms and Conditions.
- 5.2 The two winners will be announced on the Promoter's website (www.theiet.org/santa-loves-stem) and on the Promoter's Facebook account (<https://www.facebook.com/ietfaraday>) and Twitter account (<https://twitter.com/IETFaraday>) on 31 January 2019 ("Announcement Date"). The decision of the Promoter is final and no correspondence or discussion will be entered into.

6 THE PRIZE

- 6.1 The prize for each category of the prize draw is a [KANO Computer Kit Touch](#) (worth £279.99).
- 6.2 Each prize is subject to availability and is not negotiable or transferable.
- 6.3 Each prize is supplied by the Promoter. The Promoter reserves the right to replace the prize with an alternative prize of equal value if circumstances beyond the Promoter's control makes it necessary to do so.
- 6.4 Each prize excludes any additional costs and expenses. The winner is responsible for all applicable taxes and expenses not specified in the description of the prizes above.

7 CLAIMING THE PRIZE

- 7.1 The Promoter will contact each winner personally as soon as practicable after the Announcement Date, by sending a direct message via the social media channel through which each winner entered the prize draw (i.e. Facebook or Twitter). The Promoter will provide details as to how the prize can be claimed.
- 7.2 The Promoter will make all reasonable efforts to contact each winner. If a winner cannot be contacted or is not available, or has not claimed their prize within 30 days of Announcement Date, the Promoter reserves the right to offer the prize to the next eligible entrant selected at random from the entries that were received before the Closing Date.
- 7.3 The prize may not be claimed by a third party on your behalf.
- 7.4 The Promoter does not accept any responsibility if you are not able to take up the prize (or any element of it) or you do not receive the prize.

8 LIMITATION OF LIABILITY

- 8.1. Insofar as is permitted by law, the Promoter, its agents or distributors will not in any circumstances be responsible or liable to compensate the winners or accept any liability for any loss, damage and consequential damage of any nature, personal injury or death occurring as a result of accepting these Terms and Conditions or 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.
- 8.2. The Promoter does not accept any liability for any failure of hardware, software, computer, phones or other systems, which may result in any entry, or other information about the entrants or the prize draw being lost, damaged, delayed or corrupted in any way.

9 DATA PROTECTION AND PUBLICITY

- 9.1. If you are a winner of the prize draw, you agree that the Promoter and its agent or suppliers may use your name, image, voice and town or county of residence to announce the winner of the prize draw and for any other reasonable and related promotional, press and marketing purposes.
- 9.2. If you are the winner of the prize draw, you further agree to participate in any reasonable publicity required by the Promoter and its agents or suppliers.
- 9.3. By entering the prize draw, you agree that any personal information provided by you may be held and used only by the Promoter or its agents and suppliers to administer the prize draw and any other purpose to which you have agreed. You can read the full details of the Promoter's Data Protection policy on its website at www.iet.org.

10 GENERAL

- 10.1. By entering the prize draw, you are giving the Promoter the intellectual property rights in your picture or video clip.
- 10.2. 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, exclude you from participating in the prize draw.
- 10.3. The Promoter reserves the right to hold void, suspend, cancel, or amend the prize draw where it becomes necessary to do so.
- 10.4. The Promoter reserves the right to amend these Terms and Conditions.
- 10.5. These Terms and Conditions and any issues or disputes which may arise out of or in connection with these Terms and Conditions (whether such disputes or issues are contractual or non-contractual in nature, such as claims in tort, for breach of statute or regulation, or otherwise) shall be governed by and construed in accordance with English law. Entrants hereby irrevocably submit to the exclusive jurisdiction of the courts of England to settle any such dispute or issue.