



Competition Terms & Conditions

1. This Promotion is open to residents of the United Kingdom aged between 7 and 16, excluding the children of any employees of the Promoter, its agents and anyone professionally associated with this Promotion. You must ensure that you have permission from your parent/guardian before you enter.
2. Parent/guardian must enter on behalf of children aged under 18. Written confirmation of permission and proof of parental/guardianship responsibility will be required from a parent/guardian before a winner can be declared. Winner communication will only be entered into with the parent/guardian of the winning child.
3. Promotion Period: Enter between 00.01 GMT on the 25th March 2021 and 23:59 BST on the 21st May 2021 inclusive.
4. To Enter: Entry can be found at <https://theassayoffice.com/assay-office-birmingham/hope-competition> for details on how to submit their entry by e-mail or by post.
 - a. Entrant must include the following details: name of the parent/guardian, name and age of the child entering, email address of the parent/guardian and/or postal address of parent/guardian.
 - b. Design with entrant's name on the back.
 - c. A short explanation of how and why you created your design.
5. A maximum of 1 entry is permitted per person during the Promotion Period.
6. The prize includes:
 - a. A silver bookmark Hallmarked by Birmingham Assay Office and including the winners design as a laser mark.
 - b. A book about Matthew Boulton – a prominent Birmingham manufacturer and businessman who lobbied Parliament resulting in the Birmingham Assay Office being founded in 1773.
 - c. A tour for the winner and three friends, along with their parent or guardian, of the Birmingham Assay Office which will include a lunch in the historic Silver Room.
7. Further Prize Details and Conditions:
 - a. Winners and their parent/guardian must abide by any relevant security and health and safety requirements as set by Birmingham Assay Office.
 - b. The winner's parent/guardian is responsible for the behaviour of themselves and the winner whilst taking the Prize. Failure to comply with these Terms and Conditions may result in refused entry to the Birmingham Assay Office.

- c. For the avoidance of doubt, the Prize does not include travel/transportation, food, beverages, souvenirs, gratuities, car parking charges or any other costs of a personal nature that are not explicitly set out in these Terms and Conditions and the Promoter will not be responsible for any such costs.
- d. The Prize will be forfeited if the Winner has any medical, legal or other reason which would prevent them from accepting and participating in the Prize.
- f. The winner must inform the Promoter of any dietary requirements or allergens by 2 weeks prior to attending the Birmingham Assay Office.
- g. Entrants must not include any content that infringes or violates the rights of any third party, including but not limited to, ownership, copyrights, trademarks, patents, logos, licensing rights, rights of publicity or privacy or any other intellectual property rights, excluding that of the Promoter.
- h.
- i. The prize must be taken as stated and no compensation will be payable if a winner is unable to take the prize as stated. The winner will be liable for all costs and expenses not stated relating to claiming the prize.
- j. By submitting an entry, each entrant hereby grants to the Promoter a non-revocable royalty free licence to use the copyright and other intellectual property rights vesting in their entry for all purposes connected with his Promotion, including but not limited to display on the Promoter's website and use of the entry, or part(s) of the entry, in marketing materials relating to this Promotion for up to one year. Each entrant also grants the Promoter the right to moderate, modify or remove an entry if it is deemed unsuitable, in whole or in part, for display on the Promoter's website or in any materials relating to the Promotion Entrants hereby represent and warrant that they have all rights necessary to grant the licence and rights provided for in this paragraph and that all materials forming part of their entry to this Promotion, and any use of such materials by the Promoter, comply with all applicable laws, rules and regulations and do not infringe or otherwise violate the intellectual property or other rights of any third party.

8. Winner Selection: All valid entries received during the Promotion Period (subject to moderation) will be judged on a weekly basis throughout the Promotion Period. Shortlisted entries will be selected based on the following criteria:

- a. Most unique idea that best represents Hope for 2021.
- b. Diversity and uniqueness of design.
- c. Fits within guidelines.

The shortlisted entries will be judged by a panel of judges, within 7 working days from the close of the Promotion Period to select the winner based on the same criteria.

9. Winner Notification: The winner will be contacted via the email or postal address provided on entry within 7 working days of Winner Selection and will be required to respond to confirm eligibility and acceptance of the Prize, within 10 days of initial contact. In the event that a winner does not respond to the initial contact within 10 days, the Promoter reserves the right to disqualify that winner.

10. Prize Acceptance: Winners will be notified within 28 days of acceptance of the Prize to arrange fulfilment of the Prize. In the unlikely event that the winner doesn't receive notification within 28

days of Prize Acceptance, the winners will have a further 28 days to inform the Promoter by emailing competition@theessayoffice.co.uk. In the event that a winner does not inform the Promoter within this time frame, the Promoter will reserve the right to not reissue the prize or limit its value at their sole discretion.

11. Moderation: The Promoter reserves the right to reject entries which, in the reasonable opinion of the Promoter:

- a. are in breach of the Terms and Conditions
- b. have been submitted previously in a promotion of any kind or exhibited or displayed publicly or are not the entrants own work
- c.
- d. contain any content that is offensive, obscene, sexual, derogatory, defamatory, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, which could reflect negatively upon the name, reputation or goodwill of the Promoter, or which is otherwise unsuitable for publication;
- e. contains or refers to any third-party brand or reference any third-party names, logos and/or trademarks.
- f. promotes any political agenda.

12. Provided no objection is received, the name of the winner will be made available by the Promoter at www.theessayoffice.com/xxx one month after the close of the Promotion, for a period of 8 weeks. The winners may object to their surname or county of residence being published or request for the amount of information being published to be reduced by the emailing competition@theessayoffice.co.uk. Without prejudice, the Promoter will provide this information to the Advertising Standards Authority on reasonable request.

13. The Prizes are not transferable or exchangeable and cannot be redeemed for monetary value or for any other form of compensation. If for any reason any element of the Prize is not available, the Promoter reserves the right, at its sole discretion to substitute another prize for it, of equal or greater value.

15. No responsibility can be taken for entries which are lost, delayed, corrupted, damaged, misdirected or incomplete or which cannot be delivered for any technical, delivery or other reason. Proof of sending will not be accepted as proof of receipt. The Promoter does not guarantee continuous or secure access to the entry-site.

16. The Promoter will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense or damage which is suffered or sustained (whether or not arising from any person's negligence) in connection with this Promotion or accepting or using a Prize, except for any liability which cannot be excluded by law. Nothing will exclude the Promotor's liability for death or personal injury as a result of its negligence.

17. An entry must be made directly by the individual entering the Promotion. Entries from consumer groups or third parties will not be accepted. Incomplete or illegible entries and entries submitted by macros or other automated means together with entries which do not satisfy the requirements of

these Terms & Conditions in full will be disqualified and will be not be counted. If it becomes apparent that an entrant is using a computer(s) to circumvent this condition by, for example, the use of 'script', 'brute force', masking their identity by manipulating IP addresses, using identities other than their own or any other automated means in order to increase that entrant's entries into the Promotion in a way that is not consistent with the rules of the Promotion, that entrant's entries will be disqualified and any prize awarded will be void. Entrants are not permitted to enter using anonymous email services such as, but not limited to, GuerillaMail, Dispostable or Mailinator.

18. Should an act, omission, event or circumstance occur which is beyond the reasonable control of the Promoter and which prevents the Promoter from complying with these Terms & Conditions the Promoter will not be liable for any failure to perform or delay in performing its obligations.

20. Any and all personal data supplied for the running of this Promotion will be used solely for the purpose of this Promotion by the Promoter to assist with running the Promotion and will not be disclosed to a third party for any other purpose unless the entrants' positive consent has been obtained. Entrants' personal data will be handled in accordance with the Promoter's privacy policy, available at: <https://theessayoffice.com/privacy-policy>

21. If any provisions of these Terms & Conditions are judged to be invalid, illegal or unenforceable, this will not affect or impact the continuation in full force and effect the remainder of the provisions.

22. By entering this Promotion, all entrants will be deemed to have agreed to be bound by these Terms & Conditions.

23. In the event of a discrepancy between these Terms & Conditions and the details in any promotional material, the details in the Terms & Conditions will prevail.

24. These Terms & Conditions are governed by English law and their interpretation and application will be subject to the exclusive jurisdiction of the courts of England and Wales. French residents have the right to choose the jurisdiction in which any legal action is brought. This right is not limited.

Promoter: The Birmingham Assay Office, 1 Moreton Street, Birmingham, B1 3AX