

Photo Competition Terms and conditions

1. Entry is open to UK residents aged 13 or over. Entrants aged under 18 shall have obtained the consent of a parent or guardian (and will provide us with the contact details we need should we wish to verify this). Employees of Neath Port Talbot Council and those who have been involved in the production of Neath Port Talbot's Active Travel Network Maps in any capacity are not eligible to participate in this competition.
2. The competition is free to enter and no purchase is necessary to take part in this competition. To enter, email: greener@npt.gov.uk or send in via the councils social media accounts #activetravelNPT.
3. The promoter of the competition is Neath Port Talbot Council ('the Council').
4. To enter the competition: photos must be sent to the email address or on social media by 16th August 2021. Photos will be of the participant of walking or cycling routes that are on the Active Travel Network Map
5. Neath Port Talbot accepts no responsibility for entries not successfully completed due to a technical fault of any kind, late, lost or delayed entries or network, computer hardware or software failures of any kind that may delay or restrict entry into the competition. Proof of transmission will not be accepted as proof of entry. We may reject any entry made in any other format or which is incomplete, incomprehensible, illegible, defaced or using a copy of an official form. We also reserve the right to reject entries that are unlawful, racist, inflammatory, defamatory or which we consider to be otherwise harmful.
6. Only one entry per person. We reserve the right to disqualify any entrant who uses multiple names and/or multiple email addresses. If you use your work computer, you may need your employer's permission before entering.
7. The competition opens on 30th July 2021 ('the Opening Date') and closes on 16th August 2021 ('the Closing Date'). All competition entries received after the Closing Date are automatically disqualified.
8. The Prize: prizes will be awarded to all entrants who are featured the final promotional videos. This will consist of a Fitbit Charge 4. The final

promotional videos will be promoting the Active Travel consultation and encouraging response: <https://neathporttalbot2.commonplace.is/>

9. Winners: are chosen by the Council by featuring in a promotional film about the Active Travel consultation and the decision of the Council is final and no correspondence or discussion will be entered into.

10. We will notify the winner by email using the email address used to send in the competition entry by 10th September 2021 [If a winner does not respond to the Council within 2 working days of being notified by the Council, then the winner's prize will be forfeited and the Council will be entitled to select another winner in accordance with the process described above.]

11. The prize will be dispatched to the winner via the UK mail service. The winner is requested to provide a mailing address to send the prize to. We will not be liable for any prizes which are lost, delayed, or damaged in the post for reasons beyond our reasonable control.

12. The personal information (name, address, email address) supplied by entrants will be used in accordance with our [Privacy Notice](#). You should read our Privacy Notice in addition to these terms and conditions. All entrants may have their details removed from our records by contacting us. If details are removed prior to the conclusion of the competition and/or award of prize the entrants will no longer participate in the competition. The Council reserves the right to publish the name of the winners. By entering the competition you are agreeing to take part in further promotional/publicity activities, such as your photos used in promotional videos and active travel promotions by the Council (you will be notified prior to such activities).

13. Entrants warrant that they are the person in the photo and/or that they have the prior consent from all persons in the photo to submit it as their entry. Entrants agree that we have the right to publish and communicate to the public the photo in any media and entrants agree that we have the right to use names, likeness and other personal information submitted in conjunction with the photo.

14. By entering into the competition all entrants assign to us all intellectual property rights (including present and future copyright) in their entry and their publicity materials in all media (including, without limitation, the internet) and

whether in existence now or created in the future and undertake to us that their entry is not in breach of any third party intellectual property rights and will not contain anything which is defamatory, indecent, harassing or threatening and that they will indemnify us for any loss, damage or liability arising should this turn out not to be true.

15. We reserve the right to substitute any prizes with a prize of equivalent or higher value in the event of circumstances outside of its control. The prize for the winner is non-exchangeable, non-transferable no cash alternative to the prize is offered.

16. The Council reserves the right to hold, void, cancel, suspend or amend the competition at its absolute discretion.

17. Submitting a photo entry to greener@npt.gov.uk or via social media will show you accept these terms and conditions. We reserve the right to refuse to award the prize to anyone found to be in breach of these terms and conditions.

18. Insofar as is permitted by law, the Council, 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 Council, its agents or distributors or that of their employees. Your statutory rights are not affected.

19. The invalidity or unenforceability of any provision of these Terms and Conditions shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Terms and Conditions shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

20. The terms and conditions shall be interpreted in accordance with the Law of England and Wales.

Privacy statement

20. Your personal data will be handled in accordance with our privacy policy [<https://www.npt.gov.uk/16238>] Data will be deleted from the Council's system within 6 months. The winning photos will be used in promotional videos, and content associated with Active Travel promotion in Neath Port Talbot Council.