

# **COMPETITION TERMS AND CONDITIONS**

- 1. These are the terms and conditions which apply to any competition, prize draw or promotion partner which we or our partners may run, whether on our or their websites, social media platforms, on-air or otherwise ('Promotion').**
- 2. By entering a Promotion you agree to be bound by these terms and conditions along with any other Specific Rules which relate to a Promotion. Specific Rules might include entry instructions and any other specific details, rules or conditions relating to a particular Promotion, and might be published on our or our partners' website, social media platforms or other media which features the Promotion. The Specific Rules will usually (but may not always) refer to these terms and conditions.**
- 3. In these terms and conditions, 'we', 'us', 'our' and 'Promoter' all mean FZN Radio. The Promoter's address is FZN Radio, Northumbria Students' Union, 2 Sandyford Road, Newcastle upon Tyne, NE1 8QE. Our 'promotion partners' are third parties who operate promotions with us on our behalf.**
- 4. Each promotion will start immediately (as soon as it is first promoted), unless a later start date/time is specified. The closing date/time for a Promotion will be made clear in the Specific Rules or the relevant promotional materials. All times will be based on UK time.**
- 5. Each promotion will be open to individuals who are 18 or over and currently a student studying at a university/college in the North East. These institutions include, but are not limited to the following; Northumbria University, Newcastle University, Durham University, Teesside University, University of Sunderland, South Tyneside College, Newcastle College, Newcastle Sixth Form College, New College Durham, Northumberland College, Tyne Metropolitan College, The Northern School of Art, Derwentside College, East Durham College, Darlington College, Stockton Riverside College, Gateshead College, Middlesbrough College and Newcastle City Learning. This will be the case unless Specific Rules or other promotional materials specify a different geographic region or different minimum age.**

6. In any event, our committee members, including both elected and acting members are excluded from entering and from winning any Promotion. Volunteers at the station may enter competitions unless it is otherwise stated in the Specific Rules.
7. To enter, follow the entry process for the relevant Promotion, which will usually be explained in the Specific Rules and/or promotional materials or announcements. We cannot guarantee entry for mis-spelt, corrupt or ineligible entries. Entries received outside of the opening and closing times of the Promotion will not be accepted but they may still be charged (where there is a cost to enter).
8. You may only make a maximum of one entry into each Promotion unless the Specific Rules for a particular promotion expressly set a higher maximum number of entries for that Promotion.
9. If you are ineligible to take part in the Promotion, your entry cannot be transferred to anyone else. Another entrant will be selected from the pool of entries in accordance with the Promotions Specific Rules.
10. There is no charge to enter a Promotion unless stated otherwise. However, if entry is made via text message, MMS or telephone call, your network provider will usually charge according to their standard rate or deduct it from your allowance. Please check with your service provider for more details and charged. If you are not the bill payer, you must obtain the bill payer's permission before entering.
11. We accept no responsibility for entries that haven't reached us - for example, postal, telephone, text message, online or social media entries not received as a result of network incompatibility, technical faults or for any other reason.
12. If entry involves a live call in, or if the entry instructions in the Specific Rules require it, ensure you answer your telephone when we phone you. If you fail to do so, or if the call goes to voicemail, or if the call becomes disconnected or you are not audible for any reason beyond our control (including, but not limited to; low/no signal on your device, because you are driving or otherwise unable to safely take the call, or a call being dropped by any network, etc.) before or during the Promotion, you may be disqualified and we reserve the right to select another entrant to participate in the promotion.
13. For podcasts and non-live or on-demand broadcasts, note that the deadline will probably have passed, so please check before entering.
14. For each Promotion, there will only be one winner unless otherwise specified.

- 15. Unless otherwise specified in the Specific Rules:
  - a. In the case of a prize draw, winner(s) will be selected at random. This will be done by an automated process or a process which will be conducted or supervised by an independent person, or as otherwise mentioned in the Specific Rules.**
  - b. In the case of a competition, where appropriate winner(s) will either be selected by an independent judge or a panel of judges, which includes at least one independent judge.****
- 16. If you win a prize, we will notify you within twenty-eight (28) days of the end date of the Promotion. To claim the prize, respond to the notification within the deadline set out in the Specific Rules or the notification (or within 28 days if no timeframe set in notification or Specific Rules) and follow the instructions which will be provided to you. Please note that most physical prizes will need to be collected from our studio address, provided earlier.**
- 17. The price or prizes will be as described in the relevant Specific Rules. Imagery may be for illustrative purposes only and colours and other minor details may vary.**
- 18. Each prize is non-transferable, non-refundable and no cash alternative is available. Unless stated otherwise in the Promotion's Specific Rules, the prize will only be fulfilled to the winning entrant. We will not be able to transfer or deliver prizes to anyone else, including family members or other Promotion entrants, even at the winner's request.**
- 19. If you fail to claim the prize within the time-limit or fail to comply with any other instructions or time-limits notified to you or provide us with incorrect or fraudulent information, you will forfeit your right to the prize. We will then select an alternative winner. You will need your valid and current student ID to claim a prize - in relation to on-air Promotions, we may require proof your voice matched the relevant entrant/winner. We may conduct an interview in person or over the telephone and this may be recorded.**
- 20. You will not be entitled to receive a prize which, for any reason, you would be prohibited by law from purchasing, using, owning or possessing.**
- 21. The prize cannot be used in conjunction with other offers, promotions or prizes.**

- 22. Third party terms and conditions apply to parts of a prize where applicable. For example, where the Prize contain ticket(s) to an event, you and any guest will not only be bound by these terms and conditions and the relevant Specific Rules, but also the event organiser and the venue owner's rule and any terms and conditions set out on the ticket.**
- 23. Unless otherwise stated in the Specific Rules, you may not win more than one prize per Promotion and we reserve the right to withhold or reclaim any second or subsequent prize.**
- 24. If you win a prize, you may be required to take part in reasonable publicity.**
- 25. We and the prize provider may publish and publicise your name, image, social media handle/or profile picture, and your entry, and we may refer to your association with the prize, in any and all media, worldwide, in perpetuity, for publicity and PR purposes.**
- 26. We may film, photograph and/or record you in connection with the Promotion and we may use such film, recording and/or photograph(s) for publicity and PR purposes in any and all media, worldwide in perpetuity.**
- 27. By entering a Promotion or submitting a video, image, audio file or any other materials in relation to a Promotion (including as part of the entry process or as part of a prize) or if you tag or mention us directly or indirectly in any photo, video, or content in connection with the Promotion, you agree that we can re-post, re-tweet, publicise and otherwise use that photo, video or content with or without any accompanying handle and profile pic.) You agree that we can do that via the same platform(s) that you posted or shared the photo, video or content, as well as via other social networks and platforms that we use, and on our website. However, we will never sell or charge anyone for copies of your photos, videos or other content.**
- 28. By entering a Promotion or submitting a video, image, audio file or any other materials in relation to a Promotion or prize you are granting us a worldwide, perpetual, royalty free licence in the Intellectual Property Rights (e.g. Copyright) in any or all of them.**
- 29. You agree not to use all or any of them in connection with a competitor of ours (e.g Another Student Radio Station)**

**30. You warrant and undertake that:**

- a. You own and control all of the rights in your entry, and you have the right to grant the rights set out in these terms and conditions and any Specific Rules;**
- b. Your entry is personal and related specifically to you (e.g. if you are required to tell a story as part of your entry, it must be truthful and it must be about you, unless stated otherwise in the Specific Rules);**
- c. You have obtained written consent from anyone featured or mentioned in your entry, and your entry does not and will not infringe the rights of any individual or business;**
- d. Your entry does not violate any applicable law or regulation;**
- e. Your entry does not contain anything which is indecent, untrue, defamatory, unlawful, hateful, threatening, demeaning, inappropriate, obscene, malicious or which is contempt in court;**
- f. Your entry will not cause any kind of harm or damage and does not (to the best of your knowledge or belief) contain any virus, malware, spyware or similar.**

**31. All right relating to the Promotion are owned by the Promoter.**

**32. Unless otherwise stated, your entry will not be returned to you.**

**33. Your personal data, and the personal data of any quest will be collected and processed by us in order to administer this Prize Draw. This may include a third party, for example, if the prize is ticket(s).**

**34. We will also use entrants' personal data for marketing purposes where consent has been provided.**

**35. Your entry or participation in Promotion and/or Prize is at your own risk. If the Promotion or Prize, requires that you undertake any physical activity, please ensure before entering the Promotion that you are in good health, and that you have informed us before or at the time of claiming the prize of any underlying medical conditions, physical or other impairment or medication you are taking which may be relevant and which could adversely affect your use or enjoyment of the prize, or ability to claim the prize. You must notify us immediately if you become ill or become aware of any other relevant medical or health and safety information which could affect your participation in the promotion/prize. If you have a disability, please make this clear to us then you claim your prize, so we can consult with you well in advance of the prize and make sure reasonable adjustments as are practical and within our reasonable control, based on all the circumstances, to ensure that you can enjoy the prize to the fullest extent.**

36. If we consider that you or your entry are in breach of these terms and conditions, or if we have grounds to suspect any entrant or third party of cheating, deception or fraudulent or unsportsman-like conduct of any kind (including, but not limited to manipulating a Promotion, choice or winner(s) or an entry), without limiting the options available to us, we reserve the right in our sole discretion (and without us incurring any liability) to disqualify any entrant, entry or person we reasonably believe to be responsible for, or associated with, such activity. We also reserve the right to disqualify you from a Promotion and/or prize (without us incurring any liability) if in our reasonable opinion you and any companions conduct yourselves in a way which is abusive or which exposes you or others to any medical, security, safety or similar risk whatsoever (including if you are intoxicated or abusive in any way). You agree that you will not do anything which is likely to bring us or any of our promotional partners into disrepute or which might adversely affect our reputation of the Promotion. If you are disqualified then prizes may be withheld or withdrawn. You will not be compensated and you may be required to pay any costs incurred. Another entrant may be selected at our discretion to take part in the Promotion and win the prize.
37. Save that nothing in these terms and conditions limits or excludes our (or any third party's) liability arising from fraud or from death or personal injury caused by negligence or any other type of liability which may not be limited or excluded by law, to the fullest extent permissible by law, we (and the promotion partners and any providers of a prize) (a) shall have no liability in relation to any act or omission of any third party and (b) exclude all liability to you and anyone else for any indirect loss, damage or harm of any kind arising from or in connection with the Promotions and prizes and your use or enjoyment of them. For example, if you book or take time off work with the intention of taking up a prize (e.g. an event) on a particular date, and the event is subsequently postponed, changed or cancelled, we would not be responsible for covering your wages or salary for your missed day of work on that day or any other day off you take. This is only one example and is not intended to limit the general interpretation of this clause.
38. In no event will our total aggregate liability to you exceed the cost of the prize.
39. Unless otherwise expressly stated in the Specific Rules, the Promotions are in no way sponsored, endorsed or administered by, or associated with any social media platform (including without limitation Twitter, Facebook, Instagram or YouTube). You hereby release all such social media platforms from any liability. Any questions, comments or complaints regarding the Promotion must be directed to the Promoter only, and NOT to any social media platform.

- 40. We reserve the right to withdraw or amend any Promotion, Specific Rules and/or terms and conditions if we consider it necessary or appropriate to do so for reasons beyond our reasonable control or if there has been a broadcasting or printing error, etc. Any changes will be posted here and on our website.**
- 41. When entering a Promotion or claiming a prize you must use your real name. You may be required to provide us with proof of your identity and student status on request. Failure to provide adequate information (or to adequately prove eligibility) may result in your disqualification and/or withholding or withdrawal of a prize.**
- 42. Unless the Specific Rules state otherwise you can only enter each Promotion once. Even where multiple entries are permitted, we will not tolerate any attempts to excessively manipulate the outcome in any of our Promotions. No bulk, automated, machine assisted, third party, syndicate or other group entries will be accepted. You may not use multiple devices (e.g. mobile phones) to enter any Promotion either as an individual or as a group or syndicate. We will disqualify entries which, in our reasonable opinion, appear to have used any of these entry methods - this may include entries from the same UP address, telephone number or similar.**
- 43. You agree to keep confidential any information which you know or reasonably ought to know is confidential and which relates to us, our business, the Promotion or prize.**
- 44. In the event of any dispute, our and any judges' decisions are final, and no correspondence will be entered into.**
- 45. If you breach these terms and conditions, we reserve the right to disqualify you from a Promotion and/or withhold or withdraw a prize. You will not be compensated and you may be required to pay any costs incurred. Another entrant or winner will be selected to take part in the Promotion and win the prize.**
- 46. These terms and conditions, together with the relevant Specific Rules, represent the entire agreement between you and us in relation to the Promotion and the prize. The invalidity, illegality, or unenforceability of the whole or any part of the terms and conditions or Specific Rules does not affect the remainder of these terms and conditions or any Specific Rules, which will remain in full force and effect. These terms and conditions and Specific Rules do not create any right or benefit enforceable by any third party.**
- 47. The Promotion, and these terms and conditions are governed by English law, and any disputes arising in connection with them shall be subject to the exclusive jurisdiction of the English courts.**