

ENGLAND'S COAST CIC

Competition & Data Capture Terms and Conditions

1. Definitions

"Supplier" means the business providing a prize for promotion.

"Data Capture Package" means a paid service whereby England's Coast CIC collects and transfers consented marketing data to the Supplier.

"Competition" means any prize promotion administered by England's Coast CIC.

2. Competition Administration

England's Coast CIC shall administer competitions fairly and transparently.

Winners will be selected using a random or otherwise appropriate selection process.

England's Coast CIC reserves the right to verify the eligibility of any entrant or winner.

3. Winner Contact Procedure

England's Coast CIC shall:

1. Contact the selected winner.
2. Allow a minimum of seventy-two (72) hours for response.
3. Select an alternative winner where no response is received.
4. Repeat the process up to a maximum of three attempts.

If no eligible winner can be identified after three attempts, the prize shall be deemed unclaimed and the Supplier will be informed.

England's Coast CIC shall have no obligation to continue winner selection beyond three attempts.

4. Supplier Responsibilities

The Supplier warrants that:

- Prize information supplied is accurate.
- Any restrictions are disclosed before launch.
- The prize is lawful and available.
- The prize complies with applicable consumer protection law.

The Supplier shall be solely responsible for fulfilment of the prize.

5. Prize Restrictions

Any of the following must be declared before launch:

- Age limits
- Residency restrictions
- Booking requirements
- Blackout dates
- Capacity restrictions

- Accessibility limitations
- Prize expiry dates
- Additional participant charges

Undisclosed restrictions may result in cancellation of the competition and no refund of any fees paid.

6. No Additional Charges to Winners

Prizes must not require winners to pay:

- Deposits
- Booking fees
- Administration fees
- Membership fees
- Mandatory upgrades
- Compulsory purchases

Any optional extras must be clearly identified before entry.

7. Data Protection

7.1 Data Capture Service

Where purchased, England's Coast CIC will collect **email address only** unless otherwise agreed in writing.

7.2 Consent

Only entrants who have actively opted in to receive Supplier communications shall have their details shared.

Entry into the competition must not be conditional upon agreeing to marketing communications.

7.3 Release of Data

Marketing data shall only be released once:

- The competition has closed;
- The invoice has been raised; and
- The invoice has been paid in full.

7.4 Supplier Obligations

The Supplier shall:

- Comply with UK GDPR;
- Comply with the Data Protection Act 2018;
- Comply with PECR;
- Maintain an appropriate privacy notice;
- Provide unsubscribe facilities within marketing communications.

7.5 Data Retention

The Supplier shall not retain personal data longer than necessary for the purpose for which consent was obtained.

8. No Performance Guarantee

England's Coast CIC does not guarantee:

- Competition entry numbers;
- Marketing opt-in numbers;
- Lead quality;
- Engagement rates;
- Sales;
- Return on investment.

9. Publicity

England's Coast CIC may publish limited winner information where required to demonstrate that a valid prize award has occurred and where legally permitted.

10. Cancellation and Suspension

England's Coast CIC reserves the right to:

- Refuse a prize;
- Suspend a competition;
- Withdraw a competition; or
- Cancel a competition

where it reasonably believes that continuing may result in legal, reputational, consumer protection or data protection concerns.

11. Liability

England's Coast CIC shall not be liable for:

- Supplier failure to provide a prize;
- Quality of prize fulfilment;
- Costs incurred by prize winners;
- Indirect or consequential losses.

The Supplier agrees to indemnify England's Coast CIC against claims arising from:

- Prize fulfilment;
- Misrepresentation;
- Consumer complaints;
- Breach of law;
- Breach of data protection obligations.

12. Governing Law

These Terms and Conditions shall be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.

Version:

England's Coast CIC Competition & Data Capture Terms and Conditions v1.0