

## BOX YOUR BUTTS PRIZE DRAW COMPETITION

### Promoter

1. The competition promoter is Keep Britain Tidy, incorporated as a Company limited by guarantee in England & Wales under Company No. 3496361 and registered Charity No. 1071737, and whose Registered office at Elizabeth House, The Pier, Wigan, WN3 4EX (**"Promoter"**).

### The Competition

2. The Promoter operates the Box Your Butts Prize Draw Competition (the **"Competition"**) in furtherance of its charitable objectives.
3. The Competition is open to any individual above the age of 18 in the United Kingdom who completes a questionnaire (the **"Questionnaire"**) on their usage of a 'Butt Box' (personal ashtray) (the **"Entrant"**). Completing a Questionnaire is the only way that the Competition may be entered into.
4. The Competition is not open to any employee (and their families) of the Promoter's group of companies, the supplier of any prize or any other companies associated with the competition.
5. Individuals will have an opportunity to complete a Questionnaire at one of five intervention events between 22 June 2024 and 26 August 2024. The events are Cardiff Pride on 22 July 2024 and 23 July 2024, American Express Presents BST Hyde Park on 4 July 2024, 6 July 2024 and 7 July 2024, Oban Clipper Race Event on 20 July 2024 and 21 July 2024, Kendal Calling on 3 August 2024 and 4 August 2024, and Boomtown Fair on 9 August 2024, 10 August 2024, 11 August 2024 and 12 August 2023. At four of these intervention events, Cardiff Pride, American Express Presents BST Hyde Park, Oban Clipper Race Event and Boomtown Fair, Elevate Staffing Limited (CRN: 05448806) (acting as the Promoter's agent) will provide individuals with a Butt Box, at which point such individuals will be asked to provide their email address and an optional additional telephone number in order to be recontacted by email and/or text message with the opportunity to complete a Questionnaire via an online link. Should they wish to do so, at the end of such Questionnaire individuals will be asked if they wish to enter the Competition. Kendal Calling staff and volunteers will provide individuals with a Butt Box at which point such individuals will be invited to scan a QR code that links directly to a page hosted by Elevate Staffing Limited (acting as the promoter's agent), at which point such individuals will be asked to provide their email address and an optional additional telephone number in order to be recontacted by email and/or text message with the opportunity to complete a Questionnaire via an online link. Should they wish to do so, at the end of such Questionnaire individuals will be asked if they wish to enter the Competition.

6. Provided that the Questionnaire is completed in conformity with these terms and conditions and the Entrant completes a declaration that they wish to be entered into the Competition, the Entrant will be entered into the Competition.
7. The Promoter will not accept entries which breach any applicable laws or regulations, or those entries which in the opinion of the Promoter (acting reasonably):
  - a. are or may be defamatory, obscene, offensive, hateful or inflammatory;
  - b. bully, insult, intimidate or humiliate any person;
  - c. include child sexual abuse material;
  - d. promote violence;
  - e. promote discrimination based on any protected characteristic;
  - f. may infringe any intellectual property rights of any person;
  - g. may be likely to deceive any person;
  - h. may be threatening, abusive or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
  - i. are likely to harass, upset, embarrass, alarm or annoy any other person;
  - j. impersonate any person or which misrepresent the Entrant's identity as being that of another person; and
  - k. advocate, promote, incite any party to commit, or assist any unlawful or criminal act.
8. The Promoter reserves the right to not accept any entry where, in the reasonable view of the Promoter, the Entrant is engaged in, or connected with, any conduct that may bring the Promoter, the Promoter's charitable objectives or the Competition into disrepute. This also includes where an Entrant has been selected as a Winner (as defined in clause 16, below), but it later transpires that a breach of these terms and conditions has taken place.
9. The Promoter will not accept responsibility for any entries that are late, incomplete, fraudulent or not received due to technical faults or errors (and in this regard the Entrant accepts that the Promoter is not responsible for any such technical faults or errors on behalf of any communications provider).
10. Incomplete or duplicate entries will not be accepted by the Promoter.
11. Proof of entry is not proof of acceptance of such entry by the Promoter.
12. Without prejudice to the foregoing, the Promoter reserves the right to reject any entries without reason or prior notice to the Entrant.

## **Prize**

13. The prize is a holiday voucher worth £500 and there are 20 prizes that are available to be won by Entrants.
14. The prizes will be sent to the winners digitally, by email, to the email address that they used to enter the Competition.

15. The prize is non-transferable, non-refundable, non-exchangeable and there are no cash alternatives. The prize may be changed without prior notice.

## **Winner Selection**

16. The 20 winning Entrants (each a **“Winner”** and collectively the **“Winners”**) will be selected at random by Elevate Staffing Limited (acting as the Promoter’s agent) from all Entrants whose entry to the Competition has been accepted.
17. The results of the Competition are final and no correspondence or discussion will be entered into with any unsuccessful Entrant.
18. The Winners will be notified on or around 30 September 2024 by a representative from the Promoter via the email address that they used to enter the Competition.
19. The Winners will have 10 days to respond to the notification referred to in clause 18 confirming they wish to accept the prize. Failure to respond within the 10 days will result in an alternative winner being selected and the prize will be awarded to a reserve winner selected in the same manner under clause 16.
20. The Promoter will arrange each Winner’s prize with that Winner directly. Subject always to availability, the Promoter send the prize to each Winner as soon as is reasonably practicable, and within no more than 28 days from acceptance of the prize. Prizes can only be sent the United Kingdom.
21. Each Entrant acknowledges that if they win the Competition, the Promoter may wish to reproduce, publish, exhibit, transmit and broadcast including in the media and use the Entrant’s name, social media and display and/or covering photo to identify that Entrant within the Promoter’s marketing and promotional materials in connection with the Competition. Where Entrant’s object to any or all of the above-referred information being published or made available, please contact the Promoter at [enquiries@keepbritaintidy](mailto:enquiries@keepbritaintidy). In such circumstances, the Promoter must still provide the information and winning entry to the Advertising Standards Authority on request.

## **General**

22. By entering the Competition, the Entrant agrees to, and is bound by, these Terms and Conditions.
23. The Promoter reserves the right to amend these Terms and Conditions at any time without notice and to communicate the amendment to Entrants by publishing such amendment these Terms and Conditions on its website.
24. The Promoter shall not be liable for any failure to comply with its obligations where the failure is caused by something outside its reasonable control or an event amounting to force majeure, and in such circumstances the Promoter shall be entitled to suspend or terminate the Competition as a result.
25. Entrants acknowledge that the Competition is in no way sponsored, endorsed, administered by, or associated with any social media provider, and that they are providing information to the Promoter and not to any third party.

26. Any personal data submitted in connection with the Competition will be processed by the Promoter and any third party appointed for the purposes of administering and managing the Competition. The Promoter will not use any personal data for any other purposes without the consent of the Entrant. For the Promoter's Privacy Policy visit: [www.keepbritaintidy.org/privacy-policy](http://www.keepbritaintidy.org/privacy-policy), which sets out the above in greater detail.
27. Insofar as is permitted by law, the Promoter, 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 entering the Competition or taking up the prize. For the avoidance of doubt, this clause 27 does not seek to limit or exclude the liability of any party for death or personal injury caused by that party's negligence, fraud, or any other liability which cannot by law be validly limited or excluded.
28. These terms and conditions shall be governed by and construed in accordance with the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales in connection with any claim arising under or in connection with them.