

# Garden Competition

## Terms & Conditions

This Garden Competition (“Competition”) is organised and conducted by Ripponden Parish Council (“Promoter”).

The Competition dates are as advertised on promotional literature. Voting will commence as soon as possible after the closing date. Finalists will be announced after votes have been tallied. Entries received after the closing date will not be considered.

### Who Can Enter?

Participants must be 8 years or older (and, if a minor, be duly assisted by their legal guardians), be a UK citizen or permanent resident in the United Kingdom and have a valid identity document or passport and reside in the UK during the period of the Competition.

By entering this Competition, all Participants agree to be bound by these terms and conditions, and the Promoters’ decision regarding any issue with the Competition will be final and binding and no correspondence will be entered into.

No responsibility will be accepted for any entry that is not delivered, received or is delayed or damaged due to technical reasons, including telecommunication failure on the part of the Participant’s service provider, or otherwise. Proof of sending is not proof of receipt.

Gardens must be within the Parish area, so within Ripponden, Rishworth, Soyland and Barkisland.

### How to Enter

To participate in the competition, you must email up to ten images to gardens@rippondenparishcouncil.co.uk.

Gardens must be within the Parish boundary. RPC take entry to the competition as confirmation that the garden is within the Parish boundary.

Entries are accepted from anyone who works within a garden, with permission of the garden owner. A garden can be entered only once.

### Judging

Judges will consist of last year’s winner, where possible, and two member of the RPC – nominally the Chairman and the chairman of the Environment committee.

All gardens will be judged anonymously and based on an average score system.

Gardens will be judged on a score out of ten for visual impact, street-facing display, biodiversity, colour, texture, use of plants, atmosphere, imagination, and general tidiness.

Initial judgement will be based on images submitted. If the Judges feel that a visit is necessary for the choice of overall winner, applicants will be informed and a suitable time will be found.

### Prizes

Prizes will be announced on social media.

The prizes do not cover any other costs of the winner whatsoever. The prizes may not be exchanged for cash.

The Promoter reserves the right to substitute the prizes for an alternative prize of equal or greater value should the prizes promoted not be available due to unforeseen circumstances.

The Promoters will not be liable for any loss suffered as a result of incomplete or incorrect information provided.

The Promoters reserve the right to withhold prizes in the event that they reasonably believe, in their sole discretion, that the winner is not eligible to win, has contravened any of these terms and conditions, has acted in a manner that is not in the spirit of the Competition, their conduct can be reasonably interpreted as scamming or circumventing the rules of the Competition, acted fraudulently with regards to the Competition, if it would be unlawful to award the prize, or if the winner fails to accept the prize after two attempts for any reason whatsoever. In this instance, the winner will be disqualified and forfeit the prize. The Promoters decision shall be final and no correspondence will be entered into.

### Publicity and Data Privacy

By entering, a Participant acknowledges that personal information about the Participant will be shared with the Promoter and their agents to the extent necessary to conduct the Competition and for prizes to be delivered to prize winners.

All personal information relating to the Participants will be securely stored for six years as per The Council’s data retention policy after which it will be destroyed. Under GDPR, you have the right to control your data and can withdraw consent to our data processing at any time. Please contact clerk@rippondenparishcouncil.co.uk to withdraw consent or with any questions.

### General

The Promoters reserve the right to shorten, extend, suspend the time period of the Competition or terminate the Competition whenever it should so choose for technical, commercial, or operational reasons, or for reasons beyond its control or generally for any reason whatsoever within their sole discretion.

The Competition, its prizes, and terms and conditions may be amended by the Promoter, at any time during the Competition, and will be applied and interpreted within their sole discretion. In such an event, all Participants waive any rights that they may have/purport to have in terms of this Competition and acknowledge that they will have no recourse against the Promoter whatsoever.

All publicity and other materials will be the sole property of the Promoters.

The Promoters are not liable for any technical failures affecting participation in the campaign and they assume no liability in this regard.

The Promoters will not be liable for any loss suffered as a result of incomplete or incorrect information provided.

Note: A condition of entry is that the photographer of a submitted digital image grants permission to Ripponden Parish Council to use the high-res digital image and to print, copy, publish, distribute, or exhibit the image.

The photographer of a submitted image waives any right to payment, royalties or other compensation arising or related to the use of the photo. For its part, Ripponden Parish Council will seek to ensure that the image is attributed to the photographer, by displaying the photographer’s name where the image is used. It is accepted that this may not always be possible to achieve when the image is printed or used by a third party for example.

#### Adopted: 14/03/2024, By the Environment Committee