

Competition Terms and Conditions

(Specific competition terms and conditions can be found below this general section)

1. These terms and conditions together with any specific rules set out in Competition Notices (as defined below) are the Competition Rules (Rules) and apply to competitions run by Octopus Publishing Group (Competition), unless otherwise expressly stated. By entering a competition, entrants agree to be bound by these Rules.
2. The Competition is organised by Octopus Publishing Group, Endeavour House, 189 Shaftesbury Avenue, London, WC2H 8JY.
3. Rules specific to each Competition will be displayed in a notice on the relevant competition URL. In the event of discrepancy between these terms and conditions and the Competition Notice, the Competition Notice shall prevail.
4. Octopus Publishing Group reserves the right to cancel or amend the Competition, the Competition Notice or these Rules at any time without prior notice. Any changes will be posted either within the Competition Notice or these Rules.
5. In the event of any dispute regarding the Rules, Competition Notice, conduct, results and all other matters relating to a Competition, the decision of Octopus Publishing Group shall be final and no correspondence or discussion shall be entered into.

Qualifying Entrants

6. To qualify to enter the Competition you must be resident in the United Kingdom.
7. Employees of Octopus Publishing Group or any company involved in the Competition or any advertising agency or web company connected with Octopus Publishing Group or any such persons subsidiary or associated companies, agents or members of their families or households, are not eligible to enter the Competition. Octopus Publishing Group reserves the right to verify the eligibility of all entrants.
8. Additional eligibility requirements may apply to specific Competitions, e.g. a valid passport, visas and/or drivers licence will be required if the Competition prize includes travel outside the United Kingdom and/or car hire.
9. By entering the Competition, you hereby warrant that all information submitted by you is true, current and complete.
10. Octopus Publishing Group assumes (and you warrant that) that by entering the Competition either you have legal capacity to enter the Competition and agree to the Rules (i.e. that you are of sufficient age and mental capacity and are entitled to be legally bound in contract) or your parents have consented to your entry of the Competition and these Rules.

11. Octopus Publishing Group reserves the right to disqualify any entrant if it has reasonable grounds to believe the entrant has breached any of these terms and conditions.

12. In the event that any entrant is disqualified from the Competition, Octopus Publishing Group in its sole discretion may decide whether a replacement contestant should be selected. In this event, any further entrant will be selected on the same criteria as the original entrant and will be subject to these Rules.

13. By entering the Competition entrants agree to receive messages by email, SMS or post from Octopus Publishing Group. Entrants may unsubscribe from these messages at any time.

Competition Entries

14. Only one entry per person per Competition is allowed.

15. Competition entries must be made in the manner and by the closing date specified on the Competition Notice. Failure to do so will disqualify the entry.

16. There is no purchase requirement to enter a Competition and there is no charge to register for use of the Octopus Publishing Group websites.

17. Where an offer is made for participation in a Competition involving a premium rate telephone call, the Competition Notice will include details of the estimated length of the call and its anticipated cost, and any other guidance to which Octopus Publishing Group must adhere in compliance with ICSTIS rules.

18. Proof of posting cannot be accepted as proof of delivery. Octopus Publishing Group cannot accept responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft, destruction, alteration of, or unauthorised access to entries, or entries lost or delayed whether or not arising during operation or transmission as a result of server functions, virus, bugs or other causes outside its control.

19. Entrants should note that unless stated otherwise, Octopus Publishing Group does not accept responsibility for the return of any Competition entries, including those consisting of artistic or other material.

Prizes

20. Unless otherwise specified in the Competition Notice, prize winners will be chosen at random from all qualifying entries within 28 days of the closing date specified in the Competition Notice. If appropriate, tie-breakers will be judged by Octopus Publishing Group and, if required by law, by an independent adjudicator. In all matters, the decision of the judge(s) and Octopus Publishing Group shall be final and no correspondence or discussion shall be entered into.

21. Prize winners will be notified in the manner and within the time specified on the Competition Notice. Return of any prize notification as undeliverable or failure to reply as specified in the

notification within the time stated therein may result in disqualification and selection of an alternate winner. If more than one prize is awarded only one prize per entrant will be awarded.

22. Claims for prizes must be made in the manner and within the time specified on the Competition Notice. Failure to claim a prize within this time or in the manner specified may result in disqualification and selection of an alternate winner.

23. Prizes are non-transferable and there is no cash alternative. Octopus Publishing Group reserves the right to substitute prizes of equal or greater value at any time.

24. Prizes are awarded at Octopus Publishing Group discretion and no prizes will be awarded as a result of improper actions by or on behalf of any entrant.

25. All taxes, insurances, transfers, spending money and other expenses (including meals or personal expenses, upgrades, etc.) as the case may be, unless specifically stated, are the sole responsibility of the prize winner.

26. Where the prize is concert or event tickets the entrants must ensure that they abide by the terms and conditions of the venue.

27. Entrants are required to make their own way to the event or concert. Octopus Publishing Group is not responsible for entrants travel or accommodation.

Intellectual Property Rights

28. In consideration of Octopus Publishing Group agreeing to consider entrants to the Competition, each entrant hereby assigns to Octopus Publishing Group the complete copyright and all other rights in any entry, which shall be for the full period of copyright. Octopus Publishing Group shall be free to assign such rights to third parties.

29. Furthermore, any information submitted by you must be personal to and relate specifically to you. You hereby warrant that the information which you submit and/or distribute will not infringe the intellectual property, privacy or any other rights of any third party, and will not contain anything which is libellous, defamatory, obscene, indecent, harassing or threatening. If relevant, Octopus Publishing Group reserves the right, but not the obligation, to screen, filter and/or monitor information provided by you and to edit, refuse to distribute or remove the same.

Liability

30. Octopus Publishing Group cannot accept any responsibility for any damage, loss, injury or disappointment suffered by any entrant entering the competition or as a result of accepting any prize. Octopus Publishing Group is not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers or providers, computer equipment, software failure of any email or entry to be received on account of technical problems or traffic congestion on the Internet, telephone lines or at any web site, or any combination thereof, including

any injury or damage to entrants or any other persons computer or mobile telephone related to or resulting from participation or downloading any materials in the Competition. Nothing shall exclude Octopus Publishing Group liability for death or personal injury as a result of its negligence.

Data Protection and Publicity

31. Winners may be requested to take part in promotional activity and Octopus Publishing Group reserves the right to use the names and addresses of winners, their photographs and audio and/or visual recordings of them in any publicity.

32. Any personal data relating to entrants will be used solely in accordance with current UK data protection legislation and will not be disclosed to a third party without the individuals prior consent.

Jurisdiction

33. The Competition and the terms and conditions of this agreement will be governed by English law.

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