



Competition General Terms and Conditions

These "General Terms" apply to all the Project Planet Love Challenge promoted by Bertha Earth Ltd. We refer to this as the "Competition" in these General Terms.

The Competition also has its own specific terms and conditions (such as the details of how to enter, what the opening/closing dates are and what sort of prize you may win). Competition-specific terms and conditions are available as part of the website: <https://www.future-foundations.co.uk/bertha-earth-microsite/> and the Project Planet Love PDF Guide.

Please read the General Terms in combination with any applicable Specific Terms. Where any such Specific Terms conflict with the General Terms, the Specific Terms will take precedence.

We may change the General Terms at any time. You should check regularly for any changes which will apply from the date that they are uploaded

By entering any Competition you agree that you will be legally bound by these General Terms and also any applicable Specific Terms.

PROMOTER OF THE COMPETITION

The "promoter" of the Competition is the company who is legally responsible for operating it. Unless any Specific Terms tell you otherwise, the promoter of the Competitions will be Bertha Earth Ltd ("the Promoter").

ELIGIBILITY RULES FOR OUR COMPETITIONS

Our Competition is open to all persons aged 11-14 years and attending Year 7 and Year 8 in the UK School system. We reserve the right to require that the parent or guardian of any person aged 18 or less confirms in writing that they agree to be bound by these terms and conditions and will accept any prize on behalf of an under-18 prize winner.

It will be our sole decision as to whether any eligibility requirement has or has not been met and we may require evidence or confirmation from entrants before awarding prizes.

ENTRY AND ENTRY METHODS

Deficient entries: In the Competition, we reserve the right to reject any entries that are inaudible, incomplete, incomprehensible, damaged or otherwise deficient. We also reserve the right to reject entries that are unlawful, indecent, racist, inflammatory, defamatory or which we consider to be otherwise harmful to the goodwill and reputation of our station that is running the Competition in question.

Automated Entry: The use of any automated entry software or any other mechanical or electronic means that permits any person to enter any Competition repeatedly is prohibited.

Names: Entrants must enter the Competition using their legal name once only. We reserve the right to disqualify any entrant who uses multiple names and to require them to return any prize they may have won.

PRIZES

We reserve in all cases the right to replace the stated prizes with prizes that we consider to be of broadly equivalent value. We offer no cash alternative for non-cash prizes and prize winners must accept prizes in the form offered. Where a prize is won by a person younger than 18, we reserve the right to award the prize to the prize winner's parent or guardian on behalf of the prize winner.

All prize winners will be notified by Email that they have won a prize by the 13th of October 2020 (any changes to this date will be notified in writing in advance) via at least one of the following methods:

Prizes will be dispatched to the winners via the UK mail service, unless otherwise stated. We will not be liable for any prizes which are lost, delayed, or damaged in the post for reasons beyond our control.

Should a prize winner's contact details change, it is their responsibility to notify Bertha Earth Ltd.

We reserve the right to request proof of a prize winner's identity in the form of a photo ID and proof of address. In the event that a prize winner cannot provide us with proof of identity reasonably acceptable to us, we may withdraw the prize and select another prize winner.

If a prize winner does not take any element of a prize at the time stipulated by us (or any relevant third party prize provider) then that element of the prize will be forfeited by the winner. No cash will be awarded in lieu of that prize or part of it.

We make no representation or warranty in relation to prizes provided and to the fullest extent permitted by law we shall have no liability to you in relation to any prize, its fitness for purposes, merchantability or otherwise. We reserve the right to disqualify entrants from entering our Competition or prize winners from receiving their prizes where any such person engages in unsafe, illegal, unsocial or inappropriate behaviour.

All stated prize values are at the supplier's recommended retail price in pounds sterling and are correct at the time of printing. We take no responsibility for any fluctuations in prize values. We award cash prizes in the form of a cheque in the name of the prize winner. Any other arrangement will be at our discretion.

Third party suppliers of prizes may also often stipulate their own terms, conditions or restrictions and all prize winners agree to be bound by these. Bertha Earth Ltd shall have no liability in relation to any prize provided by a third-party provider.

UNCLAIMED PRIZES

All prizes must be claimed within twenty-one (21) days of our notification of winning unless otherwise stated.

We reserve the right to award prizes unclaimed after this period to alternative prize winners or not to award them at all.

PUBLICITY AND PERSONAL INFORMATION

The personal information supplied by entrants when entering our Competition will be used by us in accordance with the privacy policy applicable to our website in which the Competition appears.

You should always read the applicable privacy policy as your entry for the Competition is an agreement to be bound by the applicable privacy policy. All entrants may have their details removed from our database by contacting us. If details are removed prior to the conclusion of the Competition and/or award of prize(s), entrants will however forfeit their right to claim any prizes.

Should an entrant be required to submit a third party's personal information as a part of entry into or participation in the Competition, each entrant must ensure that any other person whose details have been provided by the entrant to us has given or will give their consent for their details to be provided to us and to be contacted by us in relation to the relevant Competitions.

Entrants also acknowledge that publicity materials featuring them may be provided to our third-party prize providers for the purposes of promoting their association with the Competition and awarding the relevant prizes.

No fees shall be payable to any entrant in relation to their entry in any Competition.

PHOTOGRAPHS AND VIDEOS

Should the Competition require entrants to submit a photograph or video clip, as a part of entry into or participation and used in the Competition (collectively, "Photograph"):entrants warrant that they are the person in the Photograph or have prior approval from the person in the Photograph that it may be submitted as part of their entry;

Entrants aged under 18 shall have obtained the consent of a parent or a guardian (and will provide us with the contact details we need should we wish to verify this).

MINORS

In this instance as the prize winner is a young person (i.e. under the age of 18) we will require that the terms and conditions applicable to the Competition (including these General Terms) be signed by the prize winner's parent or legal guardian before the prize is awarded. Any such prize may at our discretion be awarded to the prize winner's parent or legal guardian.

Where entrants or prize winners are required by us to sign a release or other document before participating in a Competition and/or redeeming a prize and the entrant and/or prize winner is under the age of 18 years, such document must be signed by that person's parent or legal guardian prior to their participation in the Competition and/or the prize being awarded.

TAMPERING AND OTHER MATTERS

If for any reason any Competition is not capable of running as planned as a result of any (including but not limited to) technical failures, unauthorised intervention, computer virus, mobile network failure, tampering, fraud or any other causes beyond our control which corrupt or affect the administration, security, fairness, integrity or proper conduct of a Competition, we reserve the right to cancel, terminate, modify or suspend the Competition and/or any draw/s or judging related to the Competition and/or to disqualify any individual who (whether directly or indirectly) causes (or has caused) the problem.

TERMINATION OF COMPETITION

The Promoter may vary the terms of, or terminate, the Competition at any time at its absolute discretion without liability to any contestant or other person. The Promoter will not award the prize if the Competition is terminated.

DECISIONS FINAL

All our decisions relating to the Competition and/or redemption of the prizes are final. No discussions or correspondence with entrants or any other person will be entered into.

Tiebreakers, disputes, conflicts, questions or concerns will be managed by us and, if required by law, by an independent adjudicator.

FAILURE TO ENFORCE TERMS AND CONDITIONS

A failure by us to enforce any one of the terms and conditions in any instance(s) will not give rise to any claim or right of action by any entrant or prize winner, nor shall it be deemed to be a waiver of any of our rights in relation to the same.

EXCLUSION OF LIABILITY

Except as specifically set out herein and to the maximum extent permitted by law, all conditions, warranties and representations expressed or implied by law are hereby excluded.

To the fullest extent permitted by law, we hereby exclude and shall not have any liability to any entrant or prize winner in connection with or arising with the Competition howsoever caused, including for any costs, expenses, forfeited prizes, damages and other liabilities, provided that nothing herein shall operate so as to limit or exclude our liability for personal injury or death caused by our negligence. For the avoidance of doubt, this paragraph 19.2 shall also apply in respect of any prize provided by a third-party provider.

In the event that any provision of these General (or any Specific) Terms are held to be illegal, invalid, void or otherwise unenforceable, it shall be severed from the remaining provisions which shall continue in full force and effect.

LAWS

These General Terms (and any Specific Terms) shall be construed in accordance with and governed by the laws of the United Kingdom