



## TERMS AND CONDITIONS APPLICABLE TO THE 'SUPERFAST 3 – INCLUSIVE GROWTH' PROJECT'S "LOG YOUR SUPERFAST CONNECTION" PRIZE DRAW

The terms and conditions set out in this section apply to the 'Log Your Superfast Connection' Prize Draw operated by the 'Superfast 3 – Inclusive Growth' project ("The Project"), managed by Cornwall Council.

The Project is part funded by the European Regional Development Fund and match funded by Cornwall Council.

This promotion will be simply referred to as the "Prize Draw" throughout the rest of these Rules. In these rules, "we," "our," and "us" refer to The Project, the sponsor of the draw. "You," "yourself" refers to an eligible draw entrant.

### 1. WHO IS PROMOTING/SPONSORING THIS PRIZE DRAW?

The promoter and sponsor of this Prize Draw is The Project, run by Cornwall Council, and can be contacted c/o Superfast Cornwall, Tyncroft House, South Wheal Crofty, Redruth, Cornwall, TR15 3QG.

### 2. WHO CAN ENTER?

You are eligible to enter this Prize Draw if you meet the following requirements:

- You are a legal resident of Cornwall & the Isles of Scilly and you are 18 years or older at the time of entry
- You are representing a business based in, and with an address in, Cornwall & the Isles of Scilly.
- You are NOT an employee or immediate family of an employee of Cornwall Council
- You are NOT involved in any part of the administration and execution of this Prize Draw
- The business you are representing is an ERDF eligible the business, meaning that the business:
  - employs less than 250 people and has a turnover of less than 50million Euros
  - is not a primary production business (e.g. a farm or a fishing business) unless the business has diversified into other areas that do not involve primary production
  - is not a retail business unless offering a web presence that offers sales
- The business has connected to a 30+Mbps superfast broadband connection since 01/07/2020
- Only one entry can be made per business.

### 3. HOW DO I ENTER?

To enter the Prize Draw log the business's 30+Mbps superfast connection by completing your details at [www.superfastcornwall.org/connection](http://www.superfastcornwall.org/connection), and leave the box ticked to say you want to enter the Prize Draw.

### 4. HOW IS THE WINNER SELECTED AND NOTIFIED?

In order to enter you will complete the form at [www.superfastcornwall.org/connection](http://www.superfastcornwall.org/connection). We will conduct one drawing on 01/12/2022 from all eligible entries received. The Winner will be contacted within 24 hours of the draw taking place. If this date is to be postponed for any reason the new dates will be published on [www.superfastcornwall.org/connection](http://www.superfastcornwall.org/connection).

The winner will be selected by the Superfast Cornwall Programme Manager, Project Officer and a representative of the Cornwall & Isles of Scilly Growth Hub. All entries will be loaded into an Excel spreadsheet. A random number to 9 decimal places will be assigned to each row using the Excel function rand(). The highest random number will be deemed the winner.

If you are a potential winner, we will notify you by sending a message to the contact details used at time of entry. If we are unable to reach you for any reason, we may randomly select an alternate winner. This will not happen before a period of 15 days has passed after the draw.

If there is a dispute as to who is the potential winner, we will consider the potential winner to be the authorized account holder of the e-mail address used to register the entry at [www.superfastcornwall.org/connection](http://www.superfastcornwall.org/connection).

If you are a potential winner, we may require you to sign a declaration of eligibility and publicity release before the prize can be fulfilled. If you do not sign and return these required forms within the time period stated on the winner notification message, we may disqualify you and randomly select an alternative winner.



## 5. WHAT OTHER CONDITIONS AM I AGREEING TO BY ENTERING THIS PRIZE DRAW?

Your Business Data is defined as all the data entered on [www.superfastcornwall.org/connection](http://www.superfastcornwall.org/connection) excluding your supplied Contact Name.

By entering this Prize Draw you agree:

- To abide by the Rules
- To the extent allowable under applicable law, to release and hold harmless Cornwall Council, The Project and its respective advertising and promotional agencies and Prize Draw personnel, the parent companies, subsidiaries, affiliates, employees, representatives, successors, assigns and agents from any and all liability or any injury, loss, damage of any kind or disappointment arising from or in connection with this Prize Draw or any prize won save with respect to claims resulting from death or personal injury arising from The Project's negligence and with respect to claims resulting from fraud or any other liabilities that may not be excluded by law
- That The Project's decisions will be final and binding on all matters related to this Prize Draw;
- That by accepting a prize, The Project may use your Business Data online and in print, or in any other media, in connection with this Prize Draw, without payment or compensation to you. The declaration of eligibility and liability/publicity release provided to the potential winner will make reference to obtaining your free consent to use your Business Data.
- That you may be requested to take part in promotional activity and that your Business Data, photographs and audio and/or visual recordings of you may be used in any publicity.
- That your Business Data may be used by The Project for future marketing activities by email and from time to time you may be sent relevant information relating to the activities they undertake.
- Your Business Data will be used to report a superfast broadband business connection to the Department of Levelling Up, Housing and Communities (DLUHC) as part of The Project's funding obligations.
- Your Business Data will be made available to anyone requesting details of the winning entry on request.

## 6. WHAT LAWS GOVERN THE WAY THIS PRIZE DRAW IS EXECUTED AND ADMINISTRATED?

In the event of any dispute regarding the Terms and Conditions, Rules, conduct, results and all other matters relating to this Prize Draw, the decision of The Project shall be final and no correspondence or discussion shall be entered into. These terms and conditions, the conduct of this promotion and the interpretation and enforcement of these terms and conditions shall be governed and construed in accordance with the law of England and Wales. The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this agreement.

## 7. WHAT IF SOMETHING UNEXPECTED HAPPENS AND THE EVENT CAN'T RUN AS PLANNED?

If cheating, a virus, bug, catastrophic event, or any other unforeseen or unexpected event that cannot be reasonably anticipated or controlled, (also referred to as force majeure) affects the fairness and /or integrity of this Prize Draw, we reserve the right to cancel, change or suspend this event. This right is reserved whether the event is due to human or technical error. If a solution cannot be found to restore the integrity of the event, we reserve the right to select successful entrants from among all eligible entries received before we had to cancel, change or suspend the event.

## 8. DATA PROTECTION

The Project shall use and take care of any personal information you supply to it as described in its privacy policy, a copy of which can be seen at [www.superfastcornwall.org/privacy-policy](http://www.superfastcornwall.org/privacy-policy) and in accordance with data protection legislation. By entering the Prize Draw, you agree to the collection, retention, usage and distribution of your personal information in order to process and contact you about your Prize Draw entry, for the purposes outlined in paragraph 5 above and any other purposes provided these are notified to you and for which you have given consent.

## 9. CHANGING THESE TERMS

The Project reserves the right to cancel or amend the Prize Draw, or the Terms and Conditions at any time without prior notice. Any changes will be posted within these Rules. A copy of the Terms and Conditions may



also be obtained by sending a stamped addressed envelope to: Superfast Cornwall Prize Draw, Tyncroft House, South Wheal Crofty, Redruth, Cornwall, TR15 3QG.

#### 10. LIABILITY

The Project and Cornwall Council accept no responsibility for any damage, loss, liabilities, injury or disappointment incurred or suffered by you as a result of entering the Prize Draw or accepting the prize. The Project and Cornwall Council further disclaims liability for any injury or damage to your or any other person's computer relating to or resulting from participation in or downloading any materials in connection with the Prize Draw. Nothing in these Terms and Conditions shall exclude the liability of The Project or Cornwall Council for death, personal injury, fraud or fraudulent misrepresentation as a result of its negligence.

#### 11. WHAT ARE THE START AND END DATES?

Entries can be submitted from 09:00hrs Greenwich Mean Time (GMT) on 13/03/2022 ("Start Date") until 17:00 hrs Greenwich Mean Time (GMT) on 30/11/2022 ("End Date").

#### WHAT IS THE PRIZE?

- A laptop of the winner's choice to a value of £1200 (inc. VAT).
- You may select other hardware or software technology to the value of £1200 (inc. VAT) that is of value to your business

If for any reason the advertised prize is unavailable, we reserve the right to substitute a prize of equal or greater value.

If you are selected:

1. You may not exchange your prize for cash or services or any other merchandise (unless it is other hardware or software technology that is of value to the business you are representing).
2. If you accept a prize, you will be responsible for all applicable taxes related to accepting the prize, if any.
3. The Project is not responsible for the third party organisations who have participated in the Prize Draw. The Project cannot control how they operate, when or if they are available, or what content they carry. Even though The Project ran the Prize Draw, The Project does not endorse the third parties, its products, or services.
3. The Project accepts no responsibility for any costs associated with the prize and not specifically included in the prize.