## STARHYKE COMPETITION RULES AND TERMS

- 1. These terms and conditions apply to all competitions featured on-air on any broadcast channel, mobile service or website.
- 2. By entering a competition entrants accept these terms and conditions together with any specific instructions and terms for such competition which may be mentioned on-air, in any electronic messages, or on the website, or communicated to entrants in any other way ("competition information"). Such competition information shall prevail in the event of there being any inconsistency between these competition terms and conditions and any competition information.
- 3. Lightworx Media Ltd may cancel or amend any competition, competition information, or these terms and conditions without prior notice. Any changes will be posted either within the competition information or these terms and conditions.

# **Competition Entry**

- 4. The competition is open to all residents of the United Kingdom, which comprises England, Northern Ireland, Scotland, and Wales. For the avoidance of doubt, Jersey, Guernsey, and the Isle of Man are not part of the United Kingdom for these purposes. Lightworx Media Ltd reserves the right to ask competition winners for proof of UK residency and if a competition winner is unable to prove their residency to Lightworx Media Ltd's satisfaction (i.e. prove that they are physically present in the UK for 183 days or more in the previous or current UK tax year), Lightworx Media Ltd reserves the right to select an alternative winner. There is no minimum age limit unless specified otherwise in the competition information. There is no maximum age limit. Where a prize involves travel of any description, any winner under the age of 18 must be accompanied by an adult. Lightworx Media Ltd employees and members of their immediate families (including any live-in partner or household member) may not enter. Neither may anyone connected to the television show, feature film or website on which the competition is base.
- 5. Where the competition information specifies a minimum or maximum age limit Lightworx Media Ltd reserves the right to ask for proof of age and in all competitions evidence to verify the identity of an entrant at any time, and may use any channels and methods available to carry out checks of any details provided. Entrants may only enter the competition in their own name.
- 6. The opening and closing dates and times for entries are as indicated in the competition information. Any entries received before the opening and after the closing of the competition will be invalid and will not be entered into the competition.
- 7. By entering the competition entrants warrant that all information submitted by them is true, current, and complete. Entrants also warrant that they are the copyright owners of any copyright works submitted, for example photographs and drawings, and Lightworx Media Ltd's use of such works will not infringe the rights of any third party.
- 8. Where indicated in the competition information, some competitions are only open to registered users of the competition website. There is no charge for registration.
- 9. Any limit on the number of entries a person or household may make will be clearly stated in the competition information. Entries received in excess of this limit will be invalid and will not be entered into the competition.

# **Prizes**

- 10. The prize is as specified in the competition information. A prize or part of (in case of competitions with multiple prize components) can be changed without notice if it becomes unavailable or is deemed unsuitable. The replacement price will be of the same or higher value than the previously advertise prize and will be a comparable product.
- 11. The process for determining the winner of the prize is as indicated in the competition information. Where the winner is randomly selected from all correct and valid entries, the draw for the winner will where possible take place within 7 days of the date on which the competition closes.
- 12. Prize draw prizes will be awarded in accordance with the laws of chance and, if required by law or regulation, under the supervision of an independent observer. Any competition requiring a subjective assessment in the selection of winning entries will be judged from all valid entries by Lightworx Media Ltd or as indicated in the competition information and, if required by law or regulation, an independent judge or a panel including one member who is independent of the competition's promoters and intermediaries. Selection of winning entries is final and no correspondence will be entered into.
- 13. Should more prizes be claimed than are available for any reason, a simple prize draw will take place for the available prize(s).
- 14. Lightworx Media Ltd will attempt to notify the winner for up to 28 days after the closing date and time for entries to the competition, or as otherwise indicated in the competition information, and where time is of the essence for such a period as Lightworx Media Ltd shall in its absolute discretion deem reasonable. He/she will be contacted on the phone number, by SMS text, e-mail, or postal address provided when entering the competition. The winner will have a specified fixed time period in which to claim his or her prize. If Lightworx Media Ltd is unable to notify the winner, or if the winner fails to respond within the fixed time period as specified and/or provide an address for delivery of the prize, this may result in forfeiture of the prize and Lightworx Media Ltd reserves the right to select an alternative winner in accordance with these terms and conditions and the competition information.
- 15. Lightworx Media Ltd may in its sole discretion refuse to provide a prize, or seek its recovery, in the event of non-entitlement under these terms or an entrant's breach of these terms, Lightworx Media Ltd's website terms of use, fraud, dishonesty, or other inappropriate or improper conduct including but not limited to the use of technology which enables an entrant to evade charges when entering the competition or the improper use of technology when entering the competition, for example submitting a computer generated drawing where a human drawing is required.
- 16. Any entrant who enters or attempts to enter the competition in a manner, which in Lightworx Media Ltd's determination, is contrary to these terms and conditions or is fraudulent or unjust to other entrants (including without limitation tampering with the operation of the competition, hacking, cheating, deception, or any other unfair playing practices such as intending to annoy, abuse, threaten, or harass any other entrants or Lightworx Media Ltd and/or any of its agents or representatives), may be rejected from the competition at Lightworx Media Ltd's sole discretion.
- 17. Lightworx Media Ltd reserves the right to modify, cancel, terminate or suspend the Competition in whole or in part, at its sole discretion, if it believes the Competition is not capable of being conducted as specified in these terms and conditions or in the event of a virus, computer bug or unauthorised human intervention or any other cause that is beyond the reasonable control of Lightworx Media Ltd that could corrupt or affect the administration, security, impartiality, or normal course of the Competition.

- 18. Lightworx Media Ltd reserves the right in its sole discretion to withhold delivery of the prize until such proof of eligibility and identity has been confirmed or if such proof is not produced on request or to disqualify the entrant from the competition.
- 19. Lightworx Media Ltd endeavours to deliver the prize to the winner within twenty eight (28) days from the date of the draw, unless otherwise specified to the winner. Delivery restrictions may apply. No cash equivalent (where applicable) or alternative prize will be given and the prize is non-transferable and non-exchangeable. However, Lightworx Media Ltd reserves the right to change the prize due to circumstances beyond its control or to offer an alternative of similar value.
- 20. In certain circumstances as decided by Lightworx Media Ltd a cash alternative may be offered. Such circumstances may include (but are not limited to) the prize being inappropriate for the age of the winner.
- 21. Where the prize includes a cheque, such cheque will be made payable to the name of the winning entry in pounds sterling. A cheque prize cannot be made payable to any third party. No other form of payment will be made.

# **Data Protection and Publicity**

- 22. Lightworx Media Ltd (or any third party nominated by Lightworx Media Ltd) may exercise its sole discretion to use the winner's (and (if applicable) their companion's) name, address, and image and their comments relating to the prize and competition experience for future promotional, marketing and publicity purposes in any media worldwide without notice or without any fee being paid.
- 23. Personal data collected will be held appropriately and will at all times will comply with the criteria of the Lightworx Media Ltd privacy policy. No data will be retained, passed on to a third party or sold if the entrant of the competition has indicated that they do not wish for Lightworx Media Ltd to do so for marketing purposes.
- 24. A record of information held on file can be requested at any time from Lightworx Media Ltd by writing to the contact address provided below.

## Liability

- 25. Nothing in these terms and conditions shall exclude or limit Lightworx Media Ltd's liability for death or personal injury caused by their staff or supplier's negligence or for fraud. Subject to this, Lightworx Media Ltd 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. Lightworx Media Ltd 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 entrant's or any other person's computer or mobile telephone related to or resulting from participation or downloading any materials in the competition.
- 26. Lightworx Media Ltd cannot promise that the services relating to the competition will be free from errors or omissions nor that they will be available uninterrupted and in a fully operating condition. These services may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons reasonably beyond the control of Lightworx Media Ltd. Lightworx Media Ltd will not be liable in the event that all or any part of the service relating to the competition is discontinued, modified or changed in any way.

#### Standard terms

27. In the event that any entrant does not, or is unable to, comply with and meet these terms and conditions and the competition information, Lightworx Media Ltd shall be entitled at its sole discretion to disqualify such entrant, without any further liability to such entrant. In these circumstances, any prize(s) won by the entrant may be forfeited and Lightworx Media Ltd reserves the right to reclaim any prize(s) already distributed to the entrant. Any entrant must comply with any directions given to him or her by Lightworx Media Ltd including but not limited to any and all relevant laws, rules and regulations, and where applicable, compliance with the Ofcom Broadcasting Code.

28. The invalidity or unenforceability of any provision of these Terms and Conditions shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Terms and Conditions shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

### How to contact us

29. You can contact us in relation to any Competition by writing to [Name of Competition], name of television show, feature film or website], Lightworx Media Ltd, Corona Buildings, Wood Road, Kingswood. Bristol BS15 8DT or emailing us on info@lightworx.co.uk.