

### **Terms and Conditions and Competition Rules**

#### 1. The Competition

This is a journalism competition operated by the British Council to select delegates for the Future News Worldwide 2018 conference, taking place 5 - 6 July 2018 in the Scottish Parliament, Edinburgh (the "**Conference**").

### 2. Territory and eligibility

The Competition is open to individuals of any nationality who meet all the criteria below:

- Aged 18-25 on 1 July 2018
- A registered student, enrolled in an undergraduate or postgraduate course (of any subject) at a university or higher education institution
- A native speaker of English OR be able to speak English at IELTS level 6.5 or equivalent
- Not have participated in a previous iteration of Future NEWS or Future News Worldwide
- Dedicated to a career in journalism, in any form
- Available to travel to and from the UK on any date between 2 8 July 2018

Only one entry per person is allowed.

Entry to the Competition is free of charge although participants are responsible for their own costs of connecting to the Internet.

The Competition is not open to British Council employees or contractors (or members of their immediate families) or anyone else professionally associated with the Competition. We reserve the right not to award the prize or to select an alternative winner if we are aware or have reasonable grounds to believe that the winner is not eligible.

### 3. Competition dates

The opening date of the Competition is 12.00 on 13 December 2017 GMT and the closing date is 23.59 on 28 February 2018 GMT. The British Council reserves the right to extend the closing date. Any entry received before the opening date or after the closing date will not be included in the Competition. The British Council accepts no responsibility whatsoever for any technical failure or malfunction or any other problem with any system, server, provider or otherwise that may result in any entry being lost, delayed or not properly registered.

Each winning participant will be notified by 30 April 2018. This notification will be made to the email address provided by the participant when registering for the Competition in accordance with section 4 of these Competition Rules. In this notification, the British Council will inform each winning participant of how to claim their prize and of any additional information or steps required to enable the British Council to provide them with the prize. The British Council reserves the right to award the relevant

prize to another Competition participant if the prize is not claimed within 2 weeks after such notification.

## 4. How to enter

The Competition will be promoted through the Future News Worldwide website <u>www.britishcouncil.org/future-news-worldwide</u>.

To enter participants must access the application link at <u>www.britishcouncil.org/future-news-</u> worldwide/apply and then follow these steps:

- Accept these Competition Rules by ticking the "I have read and understood the Competition Rules and agree to the Terms and Conditions" box
- Answer the contact and eligibility questions
- Answer the 2 Application Questions
- Submit the application form

Participants are responsible for ensuring they complete the form fully and correctly. Once submitted, there is no option to change or edit the entry.

Winners will be required to provide evidence of eligibility (identity, age, student status and English language ability).

### 5. Prizes

The prize consists of a place at the Future News Worldwide 2018 conference, and inclusion in the Future News Worldwide alumni network.

This includes the following

- Travel to and from local airport to Edinburgh for the dates of the Conference
- The cost of one Standard Service visa application (if required)
- Accommodation
- Catering on the following basis:
  - Conference days: all meals
  - 7 July Breakfast only (tourism day)
  - 8 July No catering

Winners must be available to travel to and from the UK on any date between 2 – 8 July 2018.

Travel and accommodation will be booked by an appointed British Council contact who will determine the date, time and method of transport and the number of nights' accommodation required. The British Council will endeavour to take winners preferred travel options into consideration but makes no guarantees regarding this.

Winning participants must attend all days of the Conference and partake in all programmed activities unless by prior agreement with the British Council.

The conference schedule includes one day which has been set aside for tourism purposes (8 July). No activities are planned on this day. If winning participants do not wish to use this day for tourism purposes they may request to travel home on this date instead.

No cash or spending money will be made available to winning participants.

# 6. Selection of winning entries

The entries will be judged by a panel of judges appointed by the British Council, who will select winning participants based on the quality of responses to the two Application questions within 60 days following the closing date referred to in section 3 above.

All decisions of the panel will be final and binding.

No correspondence will be entered into with the unsuccessful participants.

Prizes are personal to the winning participants and cannot be transferred to any third party. Prizes cannot be exchanged for money or any other goods or services.

The British Council accepts no responsibility for failure to notify winning participants or failure to deliver prizes where such failure results from the provision of inaccurate contact details by the participants or from the acts or omissions of any third party (including, without limitation, any internet or postal service provider) and shall have no liability to any entrant if it is prevented from or delayed in delivering any aspect of the Competition or the prizes by acts, events, omissions or accidents beyond its reasonable control.

The British Council does not offer any insurance in connection with the prize. Each winning participant is recommended to arrange their own insurance in respect of the prize.

## 7. Personal data

The British Council will collect and store the names and email addresses of all participants and the additional contact details of participants as anticipated by sections 4 and 5 above. The British Council will use this personal data for the following purposes:

- managing the relationship between the participants and the British Council;
- communicating with participants to answer their queries about the Competition;
- communicating with winning participants and arranging uptake of their prize;
- administering and delivering the Conference;
- coordinating the winning participants' attendance at the Conference (including, but not limited to, transport and travel, catering, accommodation);
- adding winning participants to the Future News Worldwide alumni network; and
- marketing and publicity in accordance with section 8 below.

Where a participant has consented to the British Council doing so, the British Council may contact the participant using the personal data collected to provide information about the goods, services, courses or promotions that the British Council offers.

By participating in the Competition, participants consent to their personal data being processed by the British Council in accordance with, and for the purposes set out in, this section 7.

Participants can exercise their rights to access their personal data held by the British Council and withdraw their consent to the processing of their personal data by sending an email, accompanied by a scanned photocopy of their valid passport to: <u>futurenewsworldwide@britishcouncil.org</u>

It should be noted that the legal basis for processing personal data will be in accordance with UK Data Protection Act 1998 or any replacement UK legalisation during the course of this competition.

## 8. Publicity and rights

The British Council intends to publish the names and photographs of the winning participants on the British Council's websites, Facebook pages, Twitter pages, press releases and in other promotional and marketing material. In addition, the British Council may write and publish articles about the winning participants' enjoyment of their prize. By entering the Competition, each participant agrees to the use of their name and image and agrees to co-operate with any such publicity or marketing if they win a prize.

Participants will retain copyright in the entry material that they submit to the British Council. By entering the Competition each participant grants the British Council, free of charge, permission to use the entry material (including, without limitation, modifying and adapting it for operational and editorial reasons) in any media worldwide for purposes connected with the Competition. Participants who win a prize grant the British Council further permission to publish and exhibit their entry material (including, without limitation, modifying and adapting it for operational and editorial reasons) in print and any media worldwide for any British Council purpose. Each participant confirms that the entry material is their original work, is not defamatory and does not infringe any English laws, that they have the right to give the British Council permission to use it for the purposes specified above, and that all necessary consents for the submission of the entry material have been obtained.

The British Council may also use entry materials as a basis for selection for other relevant competitions and opportunities.

All rights in the British Council's name and logo, websites, Facebook pages, Twitter pages, press releases and other promotional and marketing material and all course and examination content and materials (together the "**Council's Materials**") shall vest in and remain with the British Council (or its licensors). By participating in the Competition, participants agree that they will not use, broadcast, publish, export, exploit, reproduce nor copy part or all of the Council's Materials.

## 9. Conference programme

The British Council will use its reasonable endeavours to follow the Conference programme as advertised. However, the British Council reserves the right to change the programme at short notice (including the guest speakers and the times of their presentations). In the unlikely event that the British Council needs to change the location of the Conference to a different area of the UK, it will give the winning participants as much notice as possible. In the event that any such changes are made, the British Council will not be liable to refund any costs incurred by the winning participants.

The views expressed by external speakers are theirs alone, and do not necessarily represent the views of the British Council. The British Council does not extend or express any warranties or representations as to the quality and/or accuracy of the content of presentations given, or information supplied, by the external speakers.

The British Council will use its reasonable endeavours to ensure that the Conference proceeds as advertised, but it reserves the right to modify the event or cancel at any time. In the unlikely event that the Conference is cancelled by the British Council, the British Council accepts no responsibility for travel, additional accommodation outside of the Conference dates or other costs which may have been incurred by the winning participants.

### 10. Failure to attend

In the event that a winning participant fails to attend the conference without giving due notice to the competition organisers they will be liable to repay any costs incurred by the British Council, including travel, accommodation and catering.

### 11. Visas/Invitation Letters

Winning participants are responsible for identifying and securing any documentation which is required by law for them to travel to/from the UK. This includes, but is not limited to

- Determining if they require a visa or permit to enter the UK
- Meeting the eligibility criteria for these documents
- Completing the relevant application in good time, providing all the required documents
- Attending an interview if required

The British Council accepts no responsibility for participants' failure to secure the appropriate travel documents. If a winning participant is unable to travel to the UK because their visa and/or travel permit application has been declined no alternative prize will be offered and The British Council reserves the right to award the relevant prize to another Competition participant.

The British Council will issue Letters of Invitation to winning participants who require a visa to enter the UK and the prize includes the cost of one Standard Visitor Visa application. The prize does not include costs associated with travelling to/from visa centres.

The British Council cannot offer support or advice regarding visa applications, and has no influence on the outcome of a visa application.

### 12. Travel Insurance

The British Council does not provide travel insurance. The winning participant should take out Personal Accident Travel insurance for their time overseas. This should include the following standard elements of cover:

- Medical costs for treatment in case of illness or accidental injury
- Benefits for permanent disabling injuries, e.g. rehabilitation and living costs
- Benefits for death and costs of repatriation

- Cover for loss or damage to your personal belongings
- Cover for cancelled flights, e.g. if the airline goes out of business or on strike
- Personal Liability cover. This provides legal support and covers financial costs if you cause injury or property damage to others and are found personally liable.
- 24hr emergency assistance helpline.

Many policies also have Legal Expenses cover, which is recommended in case the winning participant needs legal assistance while overseas.

The winning participant should remember to save the emergency contact number for their travel insurance to their mobile phone, keep a copy of the insurance policy in a safe place and give their insurance policy number and the emergency contact number to their next of kin.

## 13. Photographs, filming and recordings

The British Council may photograph, video, film or record proceedings and attendees (including the winning participants) during the Conference.

The British Council and any British Council Entity may use such photographs, videos, films or recordings for the purposes of producing Conference materials (including transcripts, reports or summaries) which may be published or distributed in hard or soft copy or online or marketing or for the purposes of advertising future conferences or events or publishing the work and activities of the British Council (whether by means of promotional and publicity materials or programmes, publications, websites, electronic publications, social media or other means) without any payment or compensation being offered and without any request being made to the featured parties and the winning participant hereby consents to any such media being used anywhere in the world by, or on behalf of, the British Council and any British Council Entity.

## In this section,

"British Council Entity" means the subsidiary companies and other organisations Controlled by the British Council from time to time, and any organisation which Controls the British Council (the "Controlling Entity") as well as any other organisations Controlled by the Controlling Entity from time to time; and

"**Control**" means the ability to direct the affairs of another party whether by virtue of the ownership of shares, contract or otherwise (and "**Controlled**" shall be construed accordingly).

### 14. Code of conduct

Winning participants are expected to adhere to the Conference Code of Conduct. The British Council and its partners will enforce the code in the lead up to and throughout the event.

A breach of the Code of Conduct will be considered a violation of the Competition Terms and Conditions. Participants breaking these rules may be sanctioned and their offer of a place at the Conference withdrawn.

### 15. Liability

- (a) The British Council does not exclude or limit in any way its liability to the participant for any death or personal injury caused by the British Council's negligence, any fraudulent misrepresentation by the British Council, or any liability which cannot be excluded by law.
- (b) Subject to paragraph (a), no liability is accepted by the British Council for:

i. loss of or damage to property belonging to the participant or anyone travelling with the participant (for example, watches, jewellery, cameras or clothing); or

ii. losses or additional expenses incurred by the participant due to delays or changes in travel services, sickness, weather, strikes, riots, war, quarantine or any other cause beyond the British Council's reasonable control; or

iii. any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

Subject to paragraphs (a) and (b), the British Council's total liability to the participant in contract, tort (including negligence or breach of statutory duty) misrepresentation, restitution or otherwise arising under or in connection with these Competition Rules, or the participant's participation in the Conference, shall be limited to £300 for that participant.

### 16. General

The British Council may disqualify or refuse to accept the entry of any participant which does not meet the eligibility criteria in section 2 or does not otherwise comply with these Competition Rules.

These Competition Rules shall be governed by and interpreted in accordance with the laws of England and Wales and the courts of England and Wales shall have exclusive jurisdiction over any disputes or claims (including, without limitation, non-contractual disputes or claims) arising out of or in connection with the Competition.

## 17. Acceptance of Competition Rules

By participating in this Competition, participants are deemed to have accept these Competition Rules.