# Vlogstars 2019/2020 terms and conditions

### Win the chance to be a United Utilities Vlogger

Entry to this free competition is open to any high schools in Cheshire, Lancashire, Merseyside, Greater Manchester and Cumbria ("**Entrants**"). Entries through agents or third parties will not be accepted. Current employees of the United Utilities group, their close relatives, agents or suppliers or any person connected to the competition cannot enter this competition. Proof of age, identity and eligibility to take part in this competition will be requested and must be provided within the timescales specified by United Utilities and so United Utilities reserves the right to disqualify or refuse entry to this competition to anyone who cannot comply with such requirements.

- 1. Entrants are invited to submit video(s) of their students highlighting the issues of flushing wet wipes down the toilet. The maximum number of entries per Entrant shall be limited to 3 and so the first 3 entries submitted by an Entrant will be accepted (subject to their compliance with these terms and conditions) and any subsequent entries will not be accepted and will be automatically disregarded. All students involved or taking part in the videos must be aged between 11 and 13 years of age at the time of the competition closing date (as detailed at paragraph 3 below). Entry is via WeTransfer or similar to <u>Natalie.persoglio@uuplc.co.uk</u> from w/c 14 February 2020 to 6 March 2020 at midnight. Entrants will require access to the Internet to submit video recordings (please ensure you include the school's name, pupils' names and contact details with your entry).
- The entry window for this competition will close at midnight on 6 March 2020 at midnight. Entries received after midnight on 6 March 2020 will not be considered and will be automatically disregarded. Unfortunately United Utilities will not be able to acknowledge receipt of entries.
- 3. Videos need to be in a file format suitable for viewing and be a maximum of three minutes in length. United Utilities will own the copyright in any video recordings submitted as part of this competition. By submitting a video, consent is deemed to be provided for it to be stored for the duration of the competition and/ or if selected through the judging process to be uploaded onto the United Utilities website for an indefinite period.

This competition is only open to students of Entrants aged between the ages of 11 and 13 years of age on the closing date.

- 4. Each Entrant hereby:
  - a. confirms that is has obtained the express consent of each student involved in their competition entries and, where a student is under the age of 13, the written consent of a parent or legal guardian to the student's involvement in this competition and the use of such entries (including any personal data contained within or submitted as part of or in connection with an entry) by United Utilities for the purpose of this competition and otherwise in accordance with these terms and conditions;
  - b. confirms that it will provide a copy of the consents referred to at paragraph 6a above to United Utilities at the same time as the submission of the relevant competition entry and acknowledges that failure to provide such consents may result (at United Utilities' discretion) in an entry being disqualified from or refused entry to the competition;
  - c. confirms that, other than the consents referred to at paragraph 6a, it does not require the consent of any other third party to the submission of its competition entries (and any associated information) to United Utilities and the use by United Utilities of such entries and information in accordance with these terms and conditions;
  - d. confirms that it has read and understood these terms and conditions and gives its consent to any part of its entry being used without restriction in the manner described in these

terms and conditions and in accordance with United Utilities' privacy policy as referred to in paragraph 8 below;

- e. confirms that in submitting its competition entry to United Utilities it consents to the entry (or any part thereof or details relating thereto) being uploaded to the United Utilities website and viewed by third parties including, without limitation, other users of YouTube and hereby acknowledges and agrees that United Utilities does not have any control over how any such third parties may deal with or use a competition entry (or any part thereof) and so United Utilities accepts no responsibility for any losses an Entrant may suffer in respect of any use of its competition entry (or part thereof) by such third parties or any other matters which are outside of United Utilities' control; and
- f. agrees and hereby consents to allow any member of the United Utilities group to use the Entrant's name (and any accompanying material submitted as part of its entry including the names of any students) on any media (whether now known or invented in the future) for advertising and publicity purposes in relation to this competition and for any other reasonable promotional purpose, without additional remuneration and the Entrant hereby agrees to grant all members of the UU Group a non-exclusive, worldwide, irrevocable licence, for the full period of any intellectual property rights in its competition entry and any accompanying materials, to use, display, publish, transmit, copy, edit, alter, store, re-format and sub-licence the competition entry and any accompanying materials for such purposes.
- 5. Video recordings may be made on a smart phone, camera, tablet or computer.
- 6. United Utilities will only ever use personal details for the purposes of this competition and in accordance with the United Utilities Privacy Policy. United Utilities will only keep personal details for as long as is necessary to fulfil these purposes. Please see the United Utilities' Privacy Policy (which includes points of contact for any data protection queries): https://www.unitedutilities.com/privacy/
- 7. Following standard industry practice, United Utilities may undertake background checks of publicly available information regarding the Entrants and students involved in the shortlisted finalists entries, for example, but without limitation, of social media posts. Information discovered or that may have been disclosed by the Entrants themselves will inform the decision as to the selection of the finalists.
- 8. Entries will be judged through the process outlined below:

## Stage One

Fri 6 March – Monday 16 March, 2020 - entries will be shortlisted by United Utilities employees. **Stage Two** 

Tue 17 March - the five finalists will be contacted and notified when their videos will be posted onto United Utilities YouTube channel.

## Stage Three

Tue 31 March - voting (by number of views) will close.

## Stage Four

Wed 1 April - the winning Vlogstar with the most views on YouTube will be announced. **Stage Five** 

Thu 30 April - the overall winning entry (most votes) will receive a £250 Amazon voucher and a £1,000 donation for the school. Runners up will receive a £50 Amazon voucher and a £250 donation for the school. These prizes are to be awarded per entry regardless as to the number of students involved in that entry. There is no cash alternative and the prizes are non-negotiable, non-transferrable and cannot be claimed by a third party on behalf of a prize winner. Entrants awarded such prizes will receive these no later than 30 May 2020 (although United Utilities accepts no responsibility for any delay or loss of such prizes in the delivery of such prizes to the relevant parties).

9. Students involved in the winning entry will, at United Utilities' complete discretion, be given the

opportunity to become youth ambassador(s) for United Utilities and help us to engage with young people on a variety of important topics.

- 10. All parts of the entry must be the original work of the Entrant and its students and must not infringe the rights (including, without limitation, any intellectual property rights) of any other party/person. United Utilities accepts no liability if Entrants or their students ignore or fail to comply with these terms and conditions and Entrants agree to fully indemnify United Utilities against any claims by any third party arising from any breach of these terms and conditions.
- 11. All parts of an entry must not contain illegal, unlawful, defamatory, obscene, offensive or any other unsuitable material. All entries must be suitable for use on United Utilities website channel and social media channels.
- 12. By entering the competition the Entrants confirm that they have legal capacity to enter the competition and agree to be bound by these terms and conditions.
- 13. United Utilities decision on the application of these terms and conditions including, without limitation, the eligibility of an Entrant or particular entry to enter this competition or the selection of the finalists is final and no correspondence or discussion relating to the competition will be entered into. Unsuccessful entrants will not be contacted.
- 14. United Utilities reserves the right to disqualify any entry, including the winner, which breaches any of these terms and conditions or for acting fraudulently or unlawfully or in any way that may bring the United Utilities business into disrepute.
- 15. Once submitted, United Utilities reserve the right to use the videos on social media, advertising, TV and any other promotional channels.
  - a. By entering this competition, Entrants are deemed to have accepted these terms and conditions and agree to be bound by them together with our Privacy Policy (as referenced in paragraph 8 above) in respect of United Utilities' use, storage and other processing of personal information and each Entrant agrees to be bound by both of these documents. United Utilities reserves the right to amend these terms and conditions and its Privacy Policy in any way and at any time.
- 16. United Utilities reserves the right to hold void, suspend, cancel or amend this competition at any stage, if deemed necessary in its opinion, or if circumstances arise outside its control and will not be liable to compensate any Entrant or other third party in any way as a result of such cancellation.
- 17. United Utilities, their sub-contractors, subsidiaries and/or agencies cannot accept any responsibility whatsoever for any technical failure, loss of data via use of a third party email platform or malfunction or any other problem which may result in any delay to an Entrant submitting an entry or loss of data or any entry being lost or not properly submitted. Please be aware that sending personal data by email may not be secure as there is a possibility that messages may be intercepted, damaged or lost.
- 18. United Utilities takes the use of personal data extremely seriously and so if you have any queries regarding the use of your personal data by the United Utilities group please do not hesitate to contact us at the address referred to below or as detailed in our Privacy Policy referred to at paragraph 8 above.
- The promoter of the competition is United Utilities Water Limited (company number 2366678 whose contact address is: Vlogstars 2019 Competition, Marketing Department, Windermere House, Lingley Mere Business Park, Lingley Green Avenue, Great Sankey, Warrington WA5 3LP.
- 20. These terms and conditions shall be governed by and construed in accordance with the laws of England and any disputes shall be subject to the non-exclusive jurisdiction of the English Courts