

## 1. The Promoter

The promoter is: Chester Community Energy Limited of Dove Cottage, Church Road, Dodleston CH4 9NG ("CCEL").

## 2. The competition

- 2.1. The title of the competition is Chester Community Energy Sustainable Schools Competition.
- 2.2. To celebrate COP26, CCEL is launching a sustainability competition for state funded secondary schools and sixth form colleges in Cheshire West and Chester. The schools are invited to form teams of up to 5 pupils (one team per school) to undertake some challenges and propose a sustainability project. The entrants are required to submit three-years' worth of monthly energy data and a proposal for a project to save energy at their school. The winning school will receive £500 to spend on sustainability (to be spent subject to the approval of CCEL). Each member of the winning team will receive £20 of local shopping vouchers. In addition, the winning school will receive a further £500 towards implementing the winning project in their school.

## 3. Eligibility to enter

The competition is free to enter and no purchase is necessary.

## 4. How to enter

- 4.1. The competition will run from 9am on Monday 15th November 2021 (the "**Opening Date**") to 5pm on Friday 1 April 2022 (the "**Closing Date**") inclusive.
- 4.2. All competition entries must be received by the Promoter by email to [info@chestercommunityenergy.org.uk](mailto:info@chestercommunityenergy.org.uk) by no later than 5pm on the Closing Date. All competition entries received after the Closing Date are automatically disqualified.
- 4.3. To enter the competition, an authorised teacher from the school or sixth form college must send an email to the email address set out in condition 4.2 above, with attachments describing 1) The Application Form; 2) School Energy Data - 3 years' worth of monthly data; 3) Your Project Idea (we suggest no more than 2-pages of A4); 4) Parental Consent Form by the Closing Date.
- 4.4. The Promoter will **not** accept:
  - (a) responsibility for competition entries that are lost, mislaid, damaged or delayed in transit, regardless of cause, including, for example, as a result of any postal failure, equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind; or
  - (b) proof of posting or transmission as proof of receipt of entry to the competition.

- 4.5. By submitting a competition entry, you are agreeing to be bound by these terms and conditions.
- 4.6. For help with entries, please contact [info@chestercommunityenergy.org.uk](mailto:info@chestercommunityenergy.org.uk).
- 4.7. Please see <http://www.chestercommunityenergy.org.uk/schools-competition/> for a copy of these competition terms and conditions.
- 4.8. The competition entries will be judged by a panel of five judges based on the most apt response. The decision of the panel of judges (acting reasonably) will be final.
- 4.9. A list of names of the judges can be viewed on <http://www.chestercommunityenergy.org.uk/schools-competition/>.
- 4.10. The Promoter reserves the right to refuse entry, or refuse to award the prize to anyone in breach of these terms and conditions.

## **5. Eligibility**

- 5.1. The competition is only open to state funded secondary schools and sixth form colleges (years 7-13 (inclusive)) in the Cheshire West and Chester area.
- 5.2. The students must be in the school year 7, 8, 9, 10,11,12 or 13 during the academic year 2021-2022. Entrants under 18 must get consent from their parent(s) or legal guardian(s) before entering the competition (to be demonstrated on the Parental Consent Form

accompanying the application form). The parent(s) or legal guardian(s) of entrants under 18 agree to these Terms and Conditions on behalf of the entrant.

- 5.3. The competition is not open to members of the immediate families or households of directors and officers of the Promoter.
- 5.4. In entering the competition, you confirm that you are eligible to do so and eligible to claim any prize you may win. The Promoter may require you to provide proof that you are eligible to enter the competition.
- 5.5. The Promoter will not accept competition entries that are incomplete.
- 5.6. The maximum number of entries per School is one, unless otherwise agreed in writing by the Promoter.
- 5.7. The Promoter reserves all rights to disqualify you if your conduct is contrary to the spirit or intention of the prize competition.
- 5.8. Competition entries cannot be returned.

## **6. The prize**

- 6.1. The prizes are £500 for the winning school to spend on sustainability (subject to CCEL's approval), a £20 gift voucher per winning team member (up to 5 members) and £500 for the school towards the cost of implementing the winning project idea.
- 6.2. Prizes are subject to availability. The Promoter reserves the right to substitute the prize with a cash alternative to the value equal to the prizes.

## **7. Winners**

- 7.1. The decision of the judges nominated by the Promoter is final and no correspondence or discussion will be entered into.
- 7.2. The Promoter will contact the winner by email correspondence to the School Contact detailed in the Application Form as soon as practicable after 13 May 2022 ("Announcement Date"), using the telephone number or email address provided with the competition entry.
- 7.3. The Promoter must either publish or make available information that indicates that a valid award took place. To comply with this obligation, the Promoter will publish the names of the pupils and teachers and their schools and, if applicable, their winning entries on [www.chestercommunityenergy.org.uk](http://www.chestercommunityenergy.org.uk) on the Announcement Date.
- 7.4. If you object to any or all of your surname, school and winning entry being published or made available, please contact the Promoter on [info@chestercommunityenergy.org.uk](mailto:info@chestercommunityenergy.org.uk).

In such circumstances, the Promoter must still provide the information and winning entry to the Advertising Standards Authority on request.

## **8. Claiming the prize**

8.1. Please allow 30 days for delivery of the prize.

8.2. The Promoter will make all reasonable efforts to contact the winner. If the winner cannot be contacted or is not available, or has not claimed their prize within 15 days of the Announcement Date, the Promoter reserves the right to offer the prize to the next eligible entrant selected from the correct entries that were received before the Closing Date.

## **9. Limitation of liability**

Insofar as is permitted by law, the Promoter, its agents or distributors will not in any circumstances be responsible or liable to compensate the winner or accept any liability for any loss, damage, personal injury or death occurring as a result of taking up the prize except where it is caused by the negligence of the Promoter, its agents or distributors or that of their employees. Your statutory rights are not affected.

## **10. Ownership of competition entries and intellectual property rights**

10.1. All competition entries and any accompanying material submitted to the Promoter will become the property of the Promoter on receipt and will not be returned.

10.2. By submitting your competition entry and any accompanying material, you agree that CCEL shall be acknowledged in any exploitation of your entry.

10.3. Any entry must be your original work and it must not infringe the rights of third parties including copyright, trade mark, trade secrets, privacy, publicity, personal or proprietary rights. You agree to indemnify the Promoter against any claim from any third party for any breach of this condition.

10.4. You agree that the Promoter may, but is not required to, make your entry available on its website [www.chestercommunityenergy.org.uk](http://www.chestercommunityenergy.org.uk) and any other media, whether now known or invented in the future, and in connection with any publicity of the competition. You agree to grant the Promoter a non-exclusive, worldwide, irrevocable licence, for the full period of any intellectual property rights in the 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.

10.5. The Promoter may use the energy data provided to understand the energy consumption of state funded school in Cheshire West and Chester and understand which may be suited to sustainability initiatives such as solar panels, LED lighting and other sustainability initiatives.

## **11. Data protection and publicity**

The Promoter will only process your personal information to assess competition entries, to communicate with entrants and in accordance with 7.3 and 7.4, with regard to the announcement of winners. The Promoter's lawful basis for processing is consent and it shall only retain personal data for as long as is necessary. Entrants have a number of legal rights, including accuracy, correction of incorrect data and the right to make a

subject access request. Please contact [info@chestercommunityenergy.org.uk](mailto:info@chestercommunityenergy.org.uk) to enforce any of your legal rights or for any further information in relation to data protection.

## **12. General**

- 12.1. If there is any reason to believe that there has been a breach of these terms and conditions, the Promoter may, at its sole discretion, reserve the right to exclude you from participating in the competition.
- 12.2. The Promoter reserves the right to hold void, suspend, cancel, or amend the prize competition where it becomes necessary to do so.
- 12.3. These terms and conditions shall be governed by English law, and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.