Taking Flight Competition - Terms and Conditions

Terms and Conditions for the Taking Flight Flash Fiction Competition ("Competition")

- 1. This Competition is organised by Great Ormond Street Hospital Children's Charity, registered charity number 1160024 and company number 09338724, of 40 Bernard Street, London WC1N 1LE ("the Charity").
- Entry to this Competition is open to all patients and staff of Great Ormond Street Hospital for Children NHS Foundation Trust (including Volunteers and those staff with honorary contracts via ICH) (the "Hospital").
 Employees of the Charity, their families, agents or any third-party directly associated with administration or judging of the Competition are exempt from entry.
- 3. Entry will be in four categories:
 - a. Patients aged 1-7
 - b. Patients aged 8-12
 - c. Patients aged 13+
 - d. Staff (all ages)
- 4. Entries in the categories for patients aged 1-7 and patients aged 8-12 must be submitted by an adult (parent/guardian) on behalf of the patient. This adult may be asked, with parental consent, to provide proof of age, identity and eligibility. Entries in the category for patients aged 13+ can be submitted by the patient themselves, but the entrant must ensure they have informed their parent or legal guardian of their entry.
- 5. Entrants must write a fictional short story (no more than 500 words in length) entitled "Taking Flight". Entry is via an online entry form available at https://www.gosh.nhs.uk/writingcompetition. The entrant, or responsible adult submitting the story on the entrant's behalf, will be asked to provide their forename, surname, category of entry, ward or clinical area (or Department) and an email address. The story must be entered in the text box provided for submission.
- 6. All stories should be submitted in English.
- 7. We can only accept stories which are 500 words or fewer. The Charity cannot accept stories where the word count exceeds 500 words. Please make sure you check the word count prior to submission. The Charity reserves the right to check the word count and remove from consideration any stories that exceed 500 words.

- 8. Entries can only be accepted online; postal entries or entries sent over email will not be read or considered. Entries sent over email before the deadline because of technical errors will not be considered. The Charity accepts no responsibility for entries not successfully completed due to a technical fault, technical malfunction, computer hardware or software failure, network or server failure of any kind. Proof of sending is not proof of receipt.
- 9. Entries will be submitted via the Hospital website and shared securely with the Charity for the purposes of managing the Competition. The Hospital will retain the entry data for no longer than 6 months. For more information on how the Hospital manages data please visit their <u>Privacy</u> <u>Policy</u>. For more information on how the Charity manages data please visit <u>www.gosh.org/privacy</u>.
- 10. Entry opens on Wednesday 1 May 2019 at 09:00 (GMT). Entry closes on Friday 31 May 2019 at 17:00 (GMT). Submissions received outside of this time frame will not, under any circumstances be considered.
- 11. Entrants can only enter individually. Only one entry per person is permitted and the story must be wholly written by the entrant only. If more than one entry is submitted, only the entrant's first submission will be considered.
- 12. Entries must be an original piece of fiction and not an account of real events. However, stories can feature well known public figures from present day or from history or use real-life experiences as a creative springboard as long as the story is fictional.
- 13. Entries must be the original work of the entrant and must not infringe the rights of any other party. The Charity accepts no responsibility if entrants ignore these terms and conditions.
- 14. Entries cannot be returned, so please remember to retain a copy. You will receive a response acknowledging receipt of your submission but no feedback on any entry will be provided.
- 15. Entries must not contain defamatory, obscene, offensive or any other unsuitable material. The Charity reserves the right to disqualify entries containing such matter. The competition will be promoted through the Hospital's social media channels, including Twitter, Facebook, Instagram and on the Hospital Website. Entries must be suitable to be broadcast, published or used online on these channels by the Charity and the Hospital for audiences of all ages.
- 16. Entrants retain the copyright in their entries but grant the Charity and the Hospital a perpetual, worldwide, non-exclusive royalty-free licence to

publish, broadcast (across all media) and post the entry online and on any other platforms yet to be envisaged. This licence will be deemed to include all the necessary rights and permissions to enable such use by the Charity and the Hospital, to fulfil the prizes and to complete the administration of this Competition.

- 17. Entrants agree in Clause 15 that the Charity and the Hospital may publish the stories on their website for the duration of 5 years, after which all names and attribution will be removed.
- 18. In the event that the entry is published on the Hospital's social media channels or online at <u>www.gosh.org</u>, for the avoidance of doubt, this will not be part of, or influence in any way, the judging process. Only the story title, entrant's initial and surname and category of entry will be published with an entry.
- 19. Entries will be judged on the following criteria:
 - a. Originality
 - b. Plot
 - c. Characterisation
 - d. Language
 - e. Enjoyment
- 20. Entries will be judged by a panel of four people made up of two Charity employees, one member of the Hospital Board of Governors and an independent external judge. Judges names are available on request to flashfiction@gosh.org. Each judge will receive all entrants' stories in an anonymised format to read and score using the criteria above. The highest scoring entry from each category will win the Competition.
- 21. The winners will each receive an exclusive presentation pack of commemorative Peter Pan coins which has a recommended retail price of £40.
- 22. The winners, or responsible adult submitting on behalf of the winner, will be notified by email by 30 June 2019 (the notification date). Further proof of age, identity and eligibility may be requested at this stage. The winners must provide a residential UK address including a postcode ("Valid Postal Address") in order to claim their prize.
- 23. Upon receipt of a Valid Postal Address, the prize will be sent to the winner by post within 28 days of being notified of their win. The Charity accepts no responsibility for the prize being lost, damaged or delayed in the post.
- 24. The prize is non-exchangeable, non-transferable and no cash alternative is offered.

- 25. The Charity reserves the right to replace the prize with an alternative prize of equal or higher value if circumstances beyond the Charity's control makes it necessary to do so.
- 26. The decision of the Charity regarding any aspect of the Competition is final and binding and no correspondence will be entered into about it.
- 27. A list of the winner's names (initial and surname) and the category of entry can be obtained by sending an email to flashfiction@gosh.org within 31 days after the notification date.
- 28. The winners may be asked to participate in publicity related to the Competition which may include the publication of their name and photograph in any media. Winners have the right to choose not to participate in publicity (with the exception of winners list referenced in line with point 26 above).
- 29. Entrants are deemed to have accepted and agreed to be bound by these Terms and Conditions upon entry. The Charity reserves the right to refuse entry or refuse to award the prize to anyone in breach of these Terms and Conditions.
- 30. The Charity reserves the right to hold void, cancel, suspend or amend the Competition or these Terms and Conditions at any stage if deemed necessary in its opinion, or if circumstances arise outside of its control.
- 31. Insofar as is permitted by law, neither the Charity, Hospital, its agents or distributors will not in any circumstances be responsible or liable to compensate the winners or accept any liability for any loss or damaged occurred as a result of taking up the prize, except where it is caused by the negligence of the Charity, Hospital, its agents or distributors or that of their employees. Your statutory rights are not affected. For the avoidance of doubt, nothing in these Terms and Conditions shall limit or exclude the Charity's and/or Hospital's liability for fraud, personal injury or death, after which investigation is found to have been howsoever caused by the Charity and/or Hospital.
- 32. Personal data supplied during the course of this Competition will be used for the purposes of administering entry to the Competition and may be passed on to third party suppliers only insofar as required for fulfilment/delivery/arrangement of the prize. Personal details will only be used for marketing purposes by email, telephone, mobile telephone or text, if we already have permission to do so (you may have already done this if you have registered your details with us previously). We may also send you marketing by mail in line with our <u>Privacy Policy</u>.

33. The Competition and these Terms and Conditions, and any dispute or claim between the parties arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Taking Flight Competition and / or these Terms and Conditions, or their subject matter or formation.