

## Terms and Conditions – The Guardian Crowd Monthly Prize Draws

1. The Guardian Crowd monthly prize draws (each a “Prize Draw”) are open to all members of the Guardian Crowd who are residents of the UK and aged 16 and over.
2. The Prize Draws are not open to employees or agencies of Guardian News & Media Limited ("GNM" or the "Promoter"), their group companies or family members, freelance contributors to GNM, or anyone else connected to the Prize Draws.
3. Entrants into a Prize Draw shall be deemed to have accepted these Terms and Conditions.
4. One Prize Draw shall be held for each calendar month in which qualifying surveys are completed and submitted, with the first Prize Draw being held for August 2014. Guardian Crowd members will be notified via email of the release of each new survey and will be notified via email and/or via [www.theguardiancrowd.com](http://www.theguardiancrowd.com) when the final survey which allows entry into a Prize Draw has been released. To be entered into a Prize Draw you must complete in full and submit a qualifying survey prior to the specified deadline for that survey and you will be entered into the Prize Draw for the month in which your completed survey is submitted. The more surveys you complete and submit in a particular month (provided that you do not complete and submit the same survey twice) the more entries you will gain to the Prize Draw for that month. The first survey will be available to complete and submit from 12:01 am on 20 August 2014. Therefore, entries to the August Prize Draw can be submitted from 12:01am on 20 August 2014 and entries to the final Prize Draw must be submitted by the deadline specified for the final qualifying survey that is released. Entries received outside of this time period or outside of the specified time period for any specific survey being submitted will not be entered into a Prize Draw.
5. No purchase is necessary. If you have any questions about how to enter or otherwise in connection with the Prize Draws, please email us at [support@theguardiancrowd.com](mailto:support@theguardiancrowd.com) with "Prize Draw" in the subject line. For further information about becoming a member of the Guardian Crowd and to access the Prize Draw surveys, visit [www.theguardiancrowd.com](http://www.theguardiancrowd.com)
6. A maximum of one entry per person per survey may be submitted. Entries on behalf of another person will not be accepted and joint submissions are not allowed. You are responsible for the cost (if any) of sending your Prize Draw entry/entries to us.
7. GNM accepts no responsibility for entries that are lost, delayed, misdirected or incomplete or cannot be delivered or entered for any technical or other reason. Proof of delivery of the entry is not proof of receipt by GNM.
8. In each Prize Draw one winner will be selected by way of a random draw from all entries received for the relevant Prize Draw in accordance with these Terms and Conditions. The draws will be performed by a random computer process on a date between the 1<sup>st</sup> and 15<sup>th</sup> days of the month following the month in which entries were submitted.
9. The winner of each Prize Draw will receive his/her choice of a £100 John Lewis voucher or a one-year Spotify Premium subscription. For terms and conditions of use for John Lewis vouchers, please see: <http://www.johnlewis.com/gift-vouchers>. For terms and conditions of use for a Spotify Premium subscription, please see: <https://www.spotify.com/uk/legal/end-user-agreement/>

10. The winner of each Prize Draw will be notified by email on or before the 21<sup>st</sup> day of the month following the month in which entries for that Prize Draw were submitted. The winner will be given details of how to claim his/her prize upon notification of his/her win. If a selected winner does not respond within 14 days of being notified of his/her win, the winner's prize will be forfeited and the Promoter shall be entitled to select another winner in accordance with the process described above (and that winner will also have to respond to notification within 14 days or else he/she will also forfeit his/her prize). If a winner rejects the prize or his/her entry is invalid or in breach of these Terms and Conditions, the winner's prize will be forfeited and the Promoter shall be entitled to select an alternative winner.

11. Each winner's prize will be despatched within 6-8 weeks of the winner responding to notification of his/her win.

12. The name and county of residence of the winner of each Prize Draw can be obtained six weeks after the end of the calendar month to which the Prize Draw relates by sending a stamped addressed envelope to the following address: Vision Critical, the Guardian Crowd Contest Winners List, Vision Critical Communications, 2nd Floor, 17 Hatfields, London, SE1 8DJ. This information may also be published in email newsletters sent to Guardian Crowd members.

13. The specified prizes are non-exchangeable, non-transferable and not redeemable for cash or any other prize.

14. GNM reserves the right to substitute the specified prizes with alternative prizes of equal or greater value in the event that the specified prizes are not available.

15. The winners may be required to take part in promotional activity related to the Prize Draws and the winners shall participate in such activity on the Promoter's reasonable request. The winners consent to the use by the Promoter and its related companies, both before and after the closing date of the Prize Draws for an unlimited time, of the winner's voice, image, photograph and name for publicity purposes (in any medium, including still photographs and films, and on the internet, including any websites hosted by the Promoter and its related companies) and in advertising, marketing or promotional material without additional compensation or prior notice (except in the case of a winner aged 16 or 17, in which case the prior consent of a parent or legal guardian will be obtained) and, in entering a Prize Draw, all entrants consent to the same.

16. The Promoter shall use and take care of any personal information you supply to it as described in its privacy policy, a copy of which can be seen at [https://www.theguardiancrowd.com/MediaServer/15/documents/Privacy\\_Policy.pdf](https://www.theguardiancrowd.com/MediaServer/15/documents/Privacy_Policy.pdf) and in accordance with data protection legislation. By entering a Prize Draw you agree to the collection, retention, usage and distribution of your personal information in order to process and contact you about your Prize Draw entry and for the purposes outlined in paragraph 12 above.

17. GNM accepts no responsibility for any damage, loss, liabilities, injury or disappointment incurred or suffered by you as a result of entering a Prize Draw or accepting a prize. GNM further disclaims liability for any injury or damage to your or any other person's computer relating to or resulting from participation in or downloading any materials in connection with a Prize Draw. Nothing in these Terms and Conditions shall exclude the liability of GNM under law for fraud or fraudulent misrepresentation, or for death or personal injury resulting from its negligence

18. GNM reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Prize Draws with or without prior notice due to reasons outside its reasonable control (including, without limitation, in the case of anticipated, suspected or actual fraud). The decision of GNM in all matters relating to the Prize Draws is final and no correspondence will be entered into.

19. GNM shall not be liable for any failure to comply with its obligations relating to the Prize Draws where the failure is caused by something outside its reasonable control. Such circumstances shall include, but not be limited to, weather conditions, fire, flood, hurricane, strike, industrial dispute, war, hostilities, political unrest, riots, civil commotion, inevitable accidents, supervening legislation or any other circumstances amounting to force majeure.

20. The Prize Draws and these Terms and Conditions will be governed by English law and entrants to a Prize Draw submit to the non-exclusive jurisdiction of the English courts.

21. Promoter: Guardian News & Media Limited, Kings Place, 90 York Way, London, N1 9GU.