



HALIFAX PLAYHOUSE FLAG COMPETITION

TERMS AND CONDITIONS

By participating in the “Design The Playhouse Flag” competition (the “Competition”), you are agreeing to be bound by these terms and conditions (the “Competition T&Cs”).

The promoter is Halifax Thespians Limited whose registered office is at the Halifax Playhouse, King Cross Street, Halifax HX1 2SH (the “Thespians”).

1. COMPETITION ENTRY AND THE WINNER

1.1. All Competition entries must be received by the Thespians by no later than 12:00pm on 31 March 2021 (the “Closing Date”). Any Competition entries received after the Closing Date will not be accepted.

1.2. To enter the Competition:

1.2.1. you must be a current member as at 23 January 2021.

1.2.2. design a flag that you feel represents the Halifax Thespians and The Playhouse. Up to 3 entries per member are allowed

1.2.3. the flag layout needs to fit the Playhouse flagpole as shown in the publicity photos and can be either standard landscape style or a portrait pennant style or a layout of your choosing. You need to allow for a border around the flag design for fixings.

1.3. The Flag Designs submitted to the Thespians will be judged by a panel of judges. The decision of the judging panel is final and no correspondence or discussion will be entered into to discuss the merits of any Competition entries.

1.4. After the Closing Date, the winning design will be posted on the Thespian’s website and Facebook page. The Winner will receive the Prize (as defined below) and the winning Flag Design will then be created, ordered and latterly unveiled either at The Playhouse or the Carlton Rooms.

1.5 There is a limit of three (3) entries per person. Entries on behalf of another person will not be accepted.

2. ELIGIBILITY

2.1. The Competition is not open any member or their family, involved in the judging

2.2. In entering the Competition, you confirm that you are eligible to enter the Competition.

2.3. The Thespians will not accept Flag Designs that are:

2.3.1. automatically generated by computer; completed by third parties; or 2.3.3. illegible, obscene, vulgar, offensive, indecent, offensive, defamatory, fraudulent, threatening, violent, menacing or otherwise deemed inappropriate by the judging panel.

2.4. The Thespians, at its sole discretion, reserves the right to disqualify you if there is any reason to believe that there has been a breach of these Competition T&Cs or if your conduct is contrary to the spirit or intention of the Competition.

3. THE PRIZE

3.1. The prize is £50's worth of vouchers for use at The Playhouse (the "Prize").

3.2. The Thespians reserves the right to substitute the Prize with an alternative prize of equal or greater value.

3.3. The Prize may not be offered for sale and is only transferable in accordance with the Thespian's Ticketing Terms and Conditions

3.4. By accepting the Prize, the Winner (and any permitted transferee) agrees to comply with any and all applicable terms and conditions.

4. CLAIMING THE PRIZE

4.1. The Thespians will make reasonable efforts to contact the Winner as soon as practicable after the closing date and subsequent judging period.

4.2. The Thespians does not accept any responsibility if the Winner is not able to claim or use the Prize.

5. OWNERSHIP OF COMPETITION ENTRIES AND INTELLECTUAL PROPERTY RIGHTS

5.1. In entering the Competition, you confirm that you are the sole designer of your Flag Design and represent and warrant to the Thespians that your Flag Design does not infringe the intellectual property rights of any third party.

5.2. All Flag Designs submitted to the Thespians will become the property of the Thespians on receipt.

5.3. By submitting your Flag Design, you agree to: (a) assign to the Thespians all intellectual property rights subsisting in the Flag Design, with full title guarantee; and (b) waive all moral rights, in and to your Flag Design and otherwise arising in connection with your Competition entry to which you may now or at any time in the future be entitled under the Copyright, Designs and Patents Act 1988 (as amended from time to time and under all similar legislation from time to time in force anywhere in the world).

6. DATA PROTECTION AND PUBLICITY

6.1. By participating in the Competition, you acknowledge that you may be required to provide personal data to the Thespians (the "Personal Data").

6.2. All Personal Data will be held and used by the Thespians in accordance with the Thespian's privacy policy

6.3. You agree that Personal Data may be held and used by the Thespians to administer the Competition.

6.4. The Winner agrees that the Thespians may use their name, image and place of residence to announce the winning flag design and for any other reasonable and related promotional purposes. The Winner further agrees to participate in any reasonable publicity required by the Thespians.

7. GENERAL

7.1. Insofar as is permitted by law, the Thespians will not in any circumstances be responsible or liable to compensate any Competition entrant (including the Winner), or accept any liability for any loss, damage, personal injury or death occurring in connection with the Competition, except where it is caused by the negligence of the Thespians or that of its employees. Your statutory rights are not affected.

7.2. The Thespians will not accept:

7.2.1. responsibility for Competition entries that are lost, mislaid, damaged or delayed in transit, regardless of cause (including, without limitation, as a result of equipment failure, technical malfunction and systems, satellite, network, server, internet, computer hardware or software failure of any kind);

or 7.2.2. proof of posting or transmission as proof of receipt of entry to the Competition.

7.3. The Thespians reserves the right to hold void, suspend, cancel or amend the Competition at any time as it sees fit and if voided, suspended or cancelled the Thespians is under no obligation to deliver the Prize to any Competition entrant.

7.4. These Competition T&Cs shall be governed by English law and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.