



## DECORATE YOUR OWN BAUBLE

### Terms & conditions

- a) To enter into this prize competition (the 'Competition') entrants must decorate the Christmas Bauble (the 'Design Entry') and submit their entry by either:
  - using the **aubergine post boxes** located in between Phase Eight and Yi Fang on The Avenue or outside Select in Princess Square;
  - **by post** to The Lexicon Annual Art Competition 2023, The Lexicon, Management Suite, Lower Ground, The Avenue Car Park, Bracknell, RG12 1AP;
  - **by email** (A4 and max 50mb file size) to [hello@thelexiconbracknell.com](mailto:hello@thelexiconbracknell.com)
- b) Entry into this Competition constitutes acceptance of these terms and conditions.
- c) Only one Design Entry per person using the template provided.
- d) No purchase necessary.
- e) All entrants must be aged between 4 - 12 years, have obtained parental / guardian consent and have a UK postal address. Employees of The Lexicon ('The Lexicon'), their families, dependants and agents and any other person connected with the Competition may not enter.
- f) All Design Entries must be received between 9 October 2023 and 5 November 2023 inclusive. The Lexicon cannot accept any liability for any Design Entries which are late, lost or incomplete.
- g) The Lexicon reserves the right to refuse to accept any Design Entry and / or to select a winning Design Entry at The Lexicon's absolute discretion.
- h) Failure to comply with these terms and conditions will automatically render a Design Entry void. These terms and conditions shall be governed and construed in accordance with English law.

### Prize/s

- a) There will be 12 winners who will be selected by a judging panel after the Competition has closed and will be used as the design for The Lexicon's Annual Art Competition.
  - The winners of each age group (4-6, 7-9, 10-12) will each receive a Gift Card from The Lexicon worth £35 and a Giotto School Bumper pack prize worth £300;
  - Each of the nine finalists will receive a Gift Card from The Lexicon worth £10.
- b) No expenses incurred in connection with the Competition will be paid other than as set out in these terms and conditions.
- c) The selection is final and no correspondence will be entered into.
- d) There are no cash alternatives: the prize must be accepted as offered, is non-transferable and subject to availability. The Lexicon reserves the right to substitute a prize or part thereof with a prize of equal or higher value in the event of unforeseen circumstances and / or withdraw or amend the promotion at any time without prior notice.

## Notification

- a) The winners will be notified by The Lexicon on or around Thursday 23 November 2023. If a winner does not respond within any period specified in the notification or is not available, The Lexicon reserves the right to select an alternative entrant to receive the prize.
- b) The name and county / town of the winner will be available for one month after the Competition closing date by sending a stamped addressed envelope to the promoter: The Lexicon Marketing Department, Management Suite, Lower Ground, The Avenue Car Park, Bracknell, RG12 1AP.

## Publicity

The winner/s agrees to participate in all advertising, promotion or other commercial activities relating to the prize draw and consents and agrees that The Lexicon may use their photograph, image, likeness and voice in all related promotional activity without any rights of prior approval or inspection.

## Data protection

By entering the Competition, entrants are sending their personal information to The Lexicon who will at all times process an entrant's personal data in accordance with the UK Data Protection Act 1998 and applicable laws. All information collected will be treated in accordance with The Lexicon's Privacy Policy, available at [www.thelexiconbracknell.com/privacy-policy](http://www.thelexiconbracknell.com/privacy-policy)

## Intellectual property rights and use of Design Entries

- a) The Lexicon does not, unless agreed with the entrants, claim any rights of ownership in the Design Entries. As such, ownership in and copyright in the Design Entries will be retained by the entrants.
- b) However, in consideration of The Lexicon agreeing to consider entrants to the Competition, each entrant hereby agrees that The Lexicon (and third parties authorised by The Lexicon) may make any and all Design Entries available in their publications and on their websites and any other media, whether now known or invented in the future (the 'Approved Purpose'). The entrants agree to grant The Lexicon (and third parties authorised by The Lexicon) a non-exclusive, worldwide, perpetual, royalty free licence to use, display, publish, transmit, copy, make derivative works from, edit, alter, store the Design Entries for the Approved Purpose. The entrants acknowledge that no compensation is payable by The Lexicon in respect of the use of the Design Entrants for the Approved Purpose.
- c) The Lexicon does not guarantee to use or otherwise make available any Design Entry. The Lexicon may, at its absolute discretion, credit the artist of the winning Design Entry on any other medium it considers fit.
- d) The Lexicon may, in appropriate circumstances, and at its sole discretion, reject, edit, remove or disable access to any Design Entries that appear to be legally or otherwise problematic e.g. infringe the copyright or other intellectual property or privacy rights of others, are defamatory or for any other reason. The entrant warrants that his / her Design Entry and all information submitted to The Lexicon will not infringe the intellectual property, privacy or other rights of any third party, and will not contain anything which is libellous, defamatory, obscene or indecent. If necessary,
- e) The Lexicon reserves the right to screen, filter and / or monitor and remove information provided by the entrants.

