

Free prize draw ("Promotion") – It Gets Better UK ("Promoter") - Terms and Conditions ("Terms")

- 1. This Promotion is in no way sponsored, endorsed or administered by or associated with Twitter, YouTube, Instagram, Facebook and LinkedIn (the "Platforms"). Any Promotion entries submitted by entrants via the Platforms will be subject to and conditional upon applicable Platform terms and conditions.
- 2. You agree and acknowledge that each of Twitter/YouTube/Instagram/Facebook/LinkedIn have no responsibility or liability in respect of the Promotion. By entering this Promotion, you acknowledge and agree that Twitter/YouTube/Instagram/Facebook/LinkedIn are websites/platforms over which Promoter has no control and Promoter is not responsible for:
 - any issues or loss that may be caused by accessing or using your
 Twitter/YouTube/Instagram/Facebook/LinkedIn accounts for the purpose of this Promotion; or
 - b. your inability to access, use, or successfully use your Twitter/YouTube/Instagram/Facebook/LinkedIn accounts for this Promotion.
- 3. Information on how to enter, including the message on the relevant Platforms promoting the Promotion ("Promotional Message"), forms part of the terms of entry. By entering into this Promotion you will be deemed to have accepted these terms and conditions which shall be binding. In the event of conflict between the Promotional Message and these Terms these Terms shall take precedence.
- 4. The Promotional Message sets out the details on how to enter the Promotion in addition to the requirements set out in these Terms (the "Entry Requirements"). Once an entrant has successfully fulfilled all Entry Requirements, they shall be entered into the Promotion and shall thereby be considered to have accepted and be bound by these Terms.
- 5. It Gets Better UK [Inspire LGBT dba It Gets Better UK, Charity number: 1176164 of 41B Ridgeway Road, Chesham, Buckinghamshire, HP5 2EH] is the Promoter of this Promotion, and the prizes may be donated by a third-party provider (the "Provider"). This Promotion does not suggest, imply or otherwise endorse a partnership, relationship or affiliation between the Promoter and any Provider. All enquiries about this Promotion shall be directed to the Promoter.
- 6. One entry per person only is permitted and entrants must be:
 - a) A resident of the United Kingdom;
 - b) Over 18 years of age; and

If you do not meet these requirements or any other requirements stipulated by the Promoter the Promoter may disqualify you from the Promotion at any time.



- 7. Employees and volunteers of, as well as suppliers to It Gets Better UK or their affiliates and their immediate families are not eligible to enter this Promotion.
- 8. The Promoter reserves the right to request the winner(s) provide proof of identity and age, and proof of entry validity (if required) in order to claim a prize. Promoter's decision shall be final as to adequacy of proof of entry requirements. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.
- 9. Failure to follow the participation instructions on the ItGetsBetter UK website, these Terms or in the Promotional Message, where applicable, will result in the entry being void.
- 10. **How to enter:** During the promotional period specified in the Promotional Message (the "Promotional Period"), entrants are required to follow the entry instructions as set out in the Promotional Message. The Promoter will pick the winning entries, or entry, at random from all correct entries during the Promotional Period. Entries must be received within the Promotional Period to be eligible. The time of entry will, in each case, be the time the entry is received by the Promoter's database. All decisions are final.
- 11. The Promoter accepts no responsibility for, and does not accept, any late, lost, incomplete, duplicated, garbled, unintelligible, multiple or misdirected entries including entries not received by the Promoter or delays in the delivery of the entry due to technical disruptions, network congestion or for any other reason.
- 12. The prize is as stipulated in the promotional message (the "Prize").
- 13. If specified by the Promotional Message, to submit a complete and valid online entry, entrants will be required to submit an It Gets Better video they have made of themselves following the published guidance in the relevant Promotional Message ("Entry(ies)"), and agree to having the video shared on the It Gets Better UK website and social media channels, which is not dependent upon them winning the Promotion. Any contact details entered incorrectly shall invalidate the entry. Online entry is free; however, internet connection rates apply.
- 14. The Promoter reserves the right to verify the validity of entries and to disqualify any Entry which, in the opinion of Promoter, includes objectionable content, profanity, potentially insulting, inflammatory or defamatory statements, disqualify any entrant who tampers with the entry process, who submits an Entry that is not in accordance with these Terms or who has, in the opinion of Promoter, engaged in conduct in entering the Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or Promoter or any third party. This includes, but is not limited, to entrants and households using multiple email addresses, postal addresses or PO Box addresses. The



Promoter reserves the right to disqualify a winner or entrant if the Promoter becomes aware the entry is of a type described in this clause or breaches any of these Terms.

- 15. The Promoter will not accept Promotion entries that are:
 - a. automatically generated by computer;
 - b. completed by third parties or in bulk;
 - c. illegible, have been altered, reconstructed, forged or tampered with;
 - d. photocopies and not originals;
 - e. duplicated; or
 - f. incomplete.
- 16. It is our priority to create and maintain a safe space and we are conscious our target audience is young people. For the avoidance of doubt, any harassing, insulting or derogatory behaviour to the Promoters staff, employees, volunteers or of any third party will not be tolerated and may result in the disqualification of your entry and the banning of any further entries in our competitions.
- 17. The cost of accessing the Platforms and/or the It Gets Better UK website will be dependent on the entrant's individual Internet Service Provider.
- 18. 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 send the surname and county of major prize winners and, if applicable, copies of their winning entries, to anyone who emails info@itgetsbetter.org.uk within one month after the closing date of the Promotion subject to the winning entry. If you object to any or all of your surname, county and winning entry being published or made available, please contact the Promoter at info@itgetsbetter.org.uk. In such circumstances, the Promoter must still provide the information and winning entry to the Advertising Standards Authority on request.
- 19. ANY AND ALL TAX LIABILITY RESULTING FROM WINNER'S RECEIPT OF THE PRIZE IS THE RESPONSIBILITY OF THE WINNER.
- 20. The Promoter will make reasonable efforts to contact the winner(s). If aprize is unclaimed or the winner cannot be contacted within 7 days of the Promotion ending, the original winner will forfeit the prize and a further winner will be drawn at random.
- 21. The winner(s) will be contacted by phone or email or social media message and may also be announced on the Promoters social media channels.
- 22. The Promoter will make reasonable efforts to deliver prizes to the email address or address provided by the winner(s).



- 23. All entries and any intellectual property rights subsisting in the entries become and remain the property of the Promoter, who may publish any of the entries received. You agree that any entries submitted by you to the Promotion are your own works and free from any third party intellectual property infringements. You also agree that the Promoter may and shall have the right, but is not required to, make your entry available on its website www.itgetsbetteruk.org.uk and any other media, whether now known or invented in the future, and in connection with any publicity of the competition. The entrants waive all moral and residual rights in the Entries and hereby confirm that the Entry shall not infringe on any third-party intellectual property rights.
- 24. The prize(s) are as stated in the Promotional Message and are non-transferable or exchangeable. No cash alternatives will be offered. If, due to circumstances beyond the Promoter's control, the Promoter is unable to provide the stated prize, the Promoter reserves the right to award an alternative prize of equal or greater value, or cancel the Promotion. Prize is subject to availability.
- 25. BY PARTICIPATING IN THIS PROMOTION, YOU RELEASE AND HOLD PROMOTER, ITS PARENT COMPANY OR COMPANIES, SUBSIDIARIES, AFFILIATES, DISTRIBUTORS, RETAILERS, ADVERTISING AGENCIES AND EACH OF THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS, AND REPRESENTATIVES, HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, CLAIMS, AND ACTIONS OF ANY KIND ARISING IN CONNECTION WITH THE PROMOTION OR RESULTING FROM ACCEPTANCE, POSSESSION, USE OR MISUSE OF, OR DEFECTS IN, A PRIZE, OR PARTICIPATION IN THE PROMOTION, WITHOUT LIMITATION CLAIMS BASED ON PROPERTY LOSS OR DAMAGE, PUBLICITY OR PRIVACY RIGHTS, AND/OR DEFAMATION. NOTHING IN THESE TERMS SHALL EXCLUDE OR LIMIT THE PROMOTER'S LIABILITY FOR PERSONAL INJURY OR DEATH CAUSED BY ITS NEGLIGENCE.
- 26. The Promoter reserves the right to hold void, suspend, cancel, or amend the prize competition where it deems it necessary to do so.
- 27. These terms are governed by English law and any claim or matter arising out of these terms shall be subject to the jurisdiction of the courts of England.
- 28. Any personal data you provide to the Promoter as part of your Entry into the competition will be processed in keeping with the Promoter's Privacy Policy. This applies in particular to; any videos, photos, names and address you provide us as part of your Entry.