

Design a trail or tour competition – Terms and Conditions

- **How to enter:** Entries can only be accepted by our online form or by email. (If you are unable to submit in this format for any reason please talk to us at info@ssdalliance.com and we will see how we can help). Entries close at 12:00 pm on 21st August 2023. The winner will be notified within 3 weeks of the closing date.
- **Prize(s):** The winner will win the opportunity to have their trail or tour featured on the [Scotland Starts Here](#) website and app under the itinerary section. Scotland Starts Here is THE destination guide to the South of Scotland, with over **xxxx** visitors to the site every month and **xxxx** followers on social media. The winner will also have the opportunity to talk to [Tom Hall](#) a Vice President at [Lonely Planet](#) UK about the opportunities in travel and tourism.
- **Eligibility criteria:** The competition is open to S1 to S3 pupils in the Scottish Borders and Dumfries and Galloway. Entries are accepted from individuals or from teams of up to 4 people.
- **Judging process:** The winner(s) will be chosen by a panel from SSDA staff and board members. This may involve a team vote, a panel of judges, or a combination of both.
- **Disqualification:** Any trails or tours identified as being copies of any other trail or tour published electronically or in print.

Some more detailed terms and conditions bits...

1. General Terms and Conditions

- 1.1. This prize draw is operated by the South of Scotland Destination Alliance (“we”, “us” or “our”) as part of its Scotland Starts Here destination campaign.
- 1.2. The following terms and conditions apply to the 2023 Scotland Starts Here Design a Trail or Tour competition (“Competition”)
- 1.3. If you wish to participate in the Competition you agree to these terms and conditions (“Terms”). By entering the competition, all entrants will be deemed to have accepted these Terms as final and binding, so please read these Terms carefully. The Terms set out who can enter the competition, how the Competition will be run and the circumstances in which we may withhold all or part of the Prize(s) and/or disqualify you.
- 1.4. We reserve the right, at our sole discretion, to cancel, terminate, modify or suspend the Competition if it is not capable of running as planned, including, but not limited to, infection by computer virus, tampering, unauthorised intervention, fraud, technical failures or any other problems beyond our control. We exclude, to the full extent permitted by law, all liability for any loss, damage, cost and expense you may incur, whether direct or indirect and however caused, in connection with this Competition or the prizes. We are not responsible for failed, undelivered, incorrect, or inaccurate entry forms whether caused by Internet users or by any of the equipment or programming

associated with or utilised in the Competition or by any technical or human error which may occur in the processing of the entry forms.

- 1.5. Our failure to enforce any part of the Terms shall not constitute a waiver of that provision.
- 1.6. These terms and conditions are governed by and construed in accordance with the law of Scotland. We both agree that the courts of Scotland shall have non-exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these terms and conditions (including non-contractual disputes or claims).

2. Eligibility

- 2.1. The Prize Draw is only open to UK residents in a school in the Scottish Borders or Dumfries & Galloway, in year groups S1- S3 at the time of entry. Employees, partners or contractors and their respective families of the South of Scotland Destination Alliance or associated businesses are not eligible to enter. We reserve the right to verify the eligibility of entrants. We may request such information as we consider reasonably necessary for the purpose of verifying the eligibility of an entrant and the Prize may be withheld until and unless the South of Scotland Destination Alliance is satisfied with the verification.

3. Entry Requirements

- 3.1. Entrants are required to meet the Entry Criteria between the Start Date and the End Date.
- 3.2. Entry into the Competition is restricted to one entry per individual person or team ("Team" is 1-4 persons in the qualifying school year specified). An entrant is only eligible to win one Prize. No purchase or payment of any form is required for entry into the Prize Draw. Multiple entries will be discounted and may be disqualified.
- 3.3. Entries to the Prize Draw must be received between the Start Date and the End Date inclusive. Any entries submitted outside this period will not be considered regardless of the reason.
- 3.4. Automated entries are prohibited, and any use of automated devices will cause disqualification. Any entrant that attempts to complete or submit fraudulent entries will be disqualified. Entrants may not enter with multiple email addresses nor may entrants use any other device or artifice to enter multiple times or as multiple entrants. Any entrant who attempts to enter with multiple email addresses, under multiple identities, or uses any device or artifice to register multiple times will be disqualified and forfeits any Prize won.
- 3.5. We cannot be held responsible for entries which are lost or corrupted or for any entries to the Prize Draw which We do not receive as a result of any technical error, however caused. In addition We cannot accept any liability for any difficulties experienced in submitting an entry. Proof of entry or submission will not be proof of receipt.

4. Prize & Winner(s)

- 4.1. One Winner will be selected by a panel of SSDA employees and Board members based on the criteria described on the entry form.

- 4.2. In the case of a tie or no clear outcome, we may ask a member of the Visitor Economy Week stakeholder team to adjudicate.
- 4.3. The Winners of the Prize will be notified by email within 3 weeks of the final submission date which is 12:00 pm on 21st August 2023
- 4.4. Details of the Winners' names may be disclosed by Us on Our website and social media platforms. By entering the Prize Draw, you expressly agree to permit such disclosure if you are a Winner.
- 4.5. The Prize should be claimed by the Winner within one (1) week (7 days) of notification. If the Winner cannot be contacted or the Prize notification is returned or is undeliverable, the Winner forfeits all rights to any Prize, and an alternate Winner may be selected by Us or the Prize may be withdrawn.
- 4.6. The Prize cannot be exchanged for cash.
- 4.7. The Prize is strictly non-transferable. Winners shall not resell, offer for hire or otherwise transfer the Prize or any part thereof to any third party.

5. Your Data

- 5.1. Your personal data will be used solely in accordance with current data protection legislation and in accordance with our privacy policy which governs our use of personal data we collect from you.
- 5.2. Information you provide to us through the Entry Criteria will be used to administer the Prize judging and to contact you only for the purposes of the Prize judging unless you have given express permission to be added to our mailing list. We may need your date of birth or other identifying information to verify that you are entitled to enter this Prize Draw, but will not use it for any other purpose. We will not pass on your information to any third parties, and you can opt-out from direct marketing at any time.
- 5.3. For the purposes of this Prize Draw, the Winners agree that their information will be shared with the businesses offering the Prizes. All information shared in this manner will only be used in order to deliver or otherwise administer the Prizes.

Enquiries

For all enquiries, comments or feedback please contact info@ssdaliance.com.

We are committed to collecting, storing and using your data fairly, securely and only for the purposes you have allowed. Our data policy is available on our website.

Dated: 3rd April 2023