



## Terms & Conditions – Marks Arts Bundle (the “Promotion”)

### Eligibility

1. This promotion is open to all teachers who have registered on [accessallarts.skyarts.uk](https://accessallarts.skyarts.uk) and who are UK, Isle of Man, Channel Island and Republic of Ireland residents, aged 18 years or over. Proof of age may be required. Employees (or family members of employees) of We are Futures or any Sky UK Limited (“**Sky**”), companies associated with the promotion and all affiliates of such companies may not enter the promotion.

### Entry Period

2. This Promotion opens at 0900 on Monday 15<sup>th</sup> May 2023 and closes at 2359 on Friday 19<sup>th</sup> May (the “**Promotional Period**”).

### Entry Requirements

3. Online entry required. To enter this Promotion, all you need to do is download any of the Marks module resources available on the website ([accessallarts.skyarts.uk](https://accessallarts.skyarts.uk)) between 0900 on Monday 15<sup>th</sup> May 2023 and 2359 on Friday 19<sup>th</sup> May 2023.
4. One entry per registered account.
5. Entries sent in through agents, third parties, websites or multiple accounts will be disqualified. Promotion of Entries through third party websites (other than the host website) is prohibited. The Promoter reserves the right to not award prizes if qualifying criteria is not met and the right to select replacement entry into the competition element of the Promotion.

### Winner Selection and notification

6. One winner will be selected by a random computer-generated draw on or around Monday 22<sup>nd</sup> May 2023 from all eligible entries received during the Promotional Period. The winner will be notified by email by Friday 26<sup>th</sup> May 2023.
7. If the winner cannot be contacted within a reasonable time period or is not able or available to accept the prize for any reason which is beyond the Promoter’s reasonable control, then the Promoter reserves the right to award the prize to another entrant.

### Prizes

8. The winner will receive the following prize: An arts bundle including paints, paint brushes, aprons and a sketching kit.
9. The prize does not include any other service or item not specifically described above.



## **Data Protection**

10. Any entrant data collected will be used for the purpose of administering the promotion and contacting the winner to notify them of the prize and, if you are the winner, we may pass them on to third parties in order to deliver the prize.
11. If you are a winner of the Promotion, you agree that the Promoter may use your surname, county and school for post-event publicity purposes without additional remuneration. You can object to this publication or ask for less information to be published or made available by contacting through the “Contact us” link on the [accessallarts.skyarts.uk](http://accessallarts.skyarts.uk) website. If you object, this will not affect your entry into the competition, but we may still be required to provide information to the Advertising Standards Authority. You can view our Privacy Notice on [Sky.com](http://Sky.com).

## **General**

12. This Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter or Instagram. Facebook, Twitter and Instagram are in no way responsible for any aspect of this promotion.
13. The Promoter does not accept any responsibility for network, computer, hardware or software failures of any kind, which may restrict or delay the sending or receipt of your entry. Proof of sending is not proof of receipt.
14. There is no cash alternative to the prize and unless agreed otherwise in writing the prize is non-refundable and non-transferable.
15. The Promoter reserves the right to substitute the prize for a prize of equivalent or greater monetary value if this is necessary for reasons beyond its control.
16. Except in the case of death or personal injury arising from its negligence or in respect of fraud and so far as is permitted by law, the Promoter and its associated companies and agents exclude responsibility and all liabilities arising from the enjoyment of the prize; and/or any postponement, cancellation, delay or changes to the prize beyond the Promoter’s control; and for any act or default of any third party supplier.
17. The terms and conditions of any other third-party supplier associated with the Promotion will also apply to the prize where applicable (for example, the provider of an event or experience). If there is a conflict between third party terms and conditions and these terms and conditions, these shall take precedence.
18. The Promoter will not be liable for any prize(s) that do not reach the winners for reasons beyond the Promoter’s reasonable control.



19. The Promoter's decision is final and binding in all respects on all entrants. No correspondence will be entered into. Entries that do not comply in full with these entry terms and conditions will be disqualified.
20. The Promoter may refuse or disqualify any entry (including winning entries) if there are reasonable grounds to believe there has been a breach of these terms and conditions or if the entrant concerned or anyone authorised by the entrant to deal with their entry, acts in a way towards the Promoter, other entrants or Sky staff which the Promoter reasonably considers to be inappropriate, unlawful or offensive. If the winning entry is disqualified the Promoter reserves the right to award the prize to another entrant.
21. Entrants will be deemed to have accepted these terms and conditions and agreed to be bound by them when entering this Promotion.
22. This Promotion, and any dispute or claim arising out of or in connection with it, shall be governed by and construed in accordance with English law. You irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this promotion.

**Promoter:** Sky UK Limited, Grant Way, Isleworth, Middlesex TW7 5QD