

OCTOBER 2023

NEXUS POETRY COMPETITION

TERMS AND CONDITIONS

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## 1. The Promoter

The promoter is: Nexus of Nexus House, St James' Boulevard, Newcastle upon Tyne, NE1 4AX.

## 2. The competition

2.1 The title of the competition is Metro Poetry Competition.

2.2 For National Poetry Day on 5 October, the Promoter will launch a poetry competition, with a theme of 'Journey'.

## 3. How to enter

3.1 The competition will run from 00:00 on 5 October 2023 (the "**Opening Date**") to 23:59 on 5 November 2023 (the "**Closing Date**") inclusive.

3.2 All competition entries must be received by the Promoter via [poetry@nexus.org.uk](mailto:poetry@nexus.org.uk) no later than 23:59 on the Closing Date. All competition entries received after the Closing Date are automatically disqualified.

3.3 No purchase necessary and there is no charge to register for use of the website.

3.4 The Promoter will **not** accept:

- (a) responsibility for competition entries that are lost, mislaid, damaged or delayed in transit, regardless of cause, including, for example, as a result of any postal failure, equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind; or
- (b) proof of posting or transmission as proof of receipt of entry to the competition.

3.5 By submitting a competition entry, you are agreeing to be bound by these terms and conditions.

3.6 The competition entries will be judged by a panel of three judges (a member of the Poetry Book Society, a published poet and a Nexus employee). The decision of the panel of judges (acting reasonably) will be final.

3.7 Poems must be a maximum of 20 lines.

## 4. Eligibility

4.1 The competition is only open to all residents in the UK, **except**:

- (a) employees of the Promoter or its holding or subsidiary companies;
  - (b) employees of agents or suppliers of the Promoter or its holding or subsidiary companies, who are professionally connected with the competition or its administration; or
  - (c) members of the immediate families or households of (a) and (b) above.
- 4.2 In entering the competition, you confirm that you are eligible to do so. The Promoter may require you to provide proof that you are eligible to enter the competition.
- 4.3 The Promoter will not accept competition entries that are:
- (a) automatically generated by computer / Artificial Intelligence (AI);
  - (b) Published previously in any capacity
  - (c) completed by third parties or in bulk;
  - (d) illegible, have been altered, reconstructed, forged or tampered with;
  - (e) photocopies and not originals; or
  - (f) incomplete.
- 4.4 Entries on behalf of another person will not be accepted.
- 4.5 Multiple submissions are acceptable. Simultaneous submissions are acceptable, but entrants are required to withdraw their competition entry should it be accepted elsewhere.
- 4.6 The Promoter reserves all rights to disqualify you if your conduct is contrary to the spirit or intention of the prize competition.

## **5. The prize**

- 5.1 First place prizes: Publication of poem on large poster at Longbenton Metro Station. £100 Waterstones voucher, free membership to Poetry Book Society for one year and 25% off the Poetry Book Society shop for one year.
- 5.2 Runner up prizes: Publication of poem on large poster at Longbenton Metro Station. £50 Waterstones voucher.

## **6. Winners**

- 6.1 The decision of the judges nominated by the Promoter is final and no correspondence or discussion will be entered into. There will be one winner and three runners up.
- 6.2 The Promoter will contact the winner personally as soon as practicable after the Announcement Date and no later than 30 days after the Closing Date, using the telephone

number or email address provided with the competition entry. The Promoter will not amend any contact information once the competition entry has been submitted.

- 6.3 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 [poetry@nexus.org.uk](mailto:poetry@nexus.org.uk) or writes to the address *Nexus House 33 St James Boulevard, Newcastle Upon Tyne NE1 4AX* (enclosing a self-addressed envelope) within one month after the Closing Date of the competition.
- 6.4 If you object to any or all of your surname, county and winning entry being published or made available, please contact the Promoter via [poetry@nexus.org.uk](mailto:poetry@nexus.org.uk). In such circumstances, the Promoter must still provide the information and winning entry to the Advertising Standards Authority on request.

## **7. Claiming the prize**

- 7.1 Please allow up to 30 days after the Closing Date for winning entries to be announced (the **"Announcement Date"**).
- 7.2 The winners will be contacted to claim the prize in accordance with Clause 6.
- 7.3 The prize may not be claimed by a third party on your behalf.
- 7.4 The Promoter will make all reasonable efforts to contact the winners. If the winners cannot be contacted or is not available, or has not claimed their prize within 30 of days of the Announcement Date, the Promoter reserves the right to offer the prize to the next eligible entrant selected from the correct entries that were received before the Closing Date.
- 7.5 Winners will be notified in advance of the results of the competition and will be required to keep the information under embargo until a suitable point when Nexus will make the information public.
- 7.6 The Promoter does not accept any responsibility if you are not able to take up the prize.

## **8. Limitation of liability**

Insofar as is permitted by law, the Promoter, its agents or distributors will not in any circumstances be responsible or liable to compensate the winner or accept any liability for any loss, damage, personal injury or death occurring as a result of taking up the prize except where it is caused by the negligence of the Promoter, its agents or distributors or that of their employees. Your statutory rights are not affected.

## **9. Ownership of competition entries and intellectual property rights**

- 9.1 The Promoter does not claim any rights of ownership in your competition entry.
- 9.2 You agree that the Promoter may, but is not required to, make your entry available on its website [www.nexus.org.uk](http://www.nexus.org.uk) and any other media, whether now known or invented in the future, and in connection with any publicity of the competition. You agree to grant the Promoter a non-exclusive, worldwide, irrevocable licence, for the full period of any intellectual property rights in the competition entry and any accompanying materials, to use, display, publish, transmit, copy, edit, alter, store, re-format and sub-licence the competition entry and any accompanying materials for such purposes.

## **10. Data protection and publicity**

- 10.1 The Promoter will only process your personal information as set out in the privacy policy at <https://www.nexus.org.uk/privacy-notice>. See also condition 6.3 and condition 6.4, with regard to the announcement of winners.

## **11. General**

- 11.1 If there is any reason to believe that there has been a breach of these terms and conditions, the Promoter may, at its sole discretion, reserve the right to exclude you from participating in the competition.
- 11.2 The Promoter reserves the right to hold void, suspend, cancel, or amend the prize competition where it becomes necessary to do so.
- 11.3 These terms and conditions shall be governed by English law, and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.