

Jersey Post Group
Competition Terms and Conditions

1. In these terms and conditions the following terms shall have the meanings set out below:

"Jersey Post" shall mean Jersey Post Limited or any other company in the Jersey Post Group which is running the competition;

"Jersey Post Group" shall mean Jersey Post International Limited and any subsidiary or holding company thereof;

"Competition Advertisement" shall mean any notice, document or advertisement published by or on behalf of Jersey Post or sent by or on behalf of Jersey Post to entrants or potential entrants which sets out any information or instructions in relation to entry into the competition;
2. These terms and conditions together with any specific rules set out in the Competition Advertisement are binding on any entrant in any competition run by Jersey Post.
3. In the event of any discrepancy between these terms and conditions and the Competition Advertisement the Competition Advertisement shall prevail.
4. Submission of an entry in any competition shall be deemed an unconditional acceptance by the entrant of these terms and conditions and any specific rules set out in the Competition Advertisement.

Qualification

5. All entrants must be a resident of the UK or the Channel Islands in order to qualify to enter the competition. Any address submitted as part of an entry must be an address in the UK or Channel Islands and any telephone number submitted as part of an entry must be a non-premium rate telephone number in the UK or Channel Islands.
6. Where a prize may not be appropriate for a younger contestant, the minimum age for entry will be stated in the Competition Advertisement and must be observed by entrants. Where requested by Jersey Post an entrant must provide proof of his or her age and Jersey Post reserves the right to request written proof of age of any winner before handing over a prize.
7. Any person who is an employee of the Jersey Post Group or a member of an employee's immediate family is not eligible to enter any competition.
8. Only one entry per person will be permitted. Where a person has submitted multiple entries, Jersey Post will disqualify either (a) all entries of that person or (b) the second and subsequent entries of that person, at Jersey Post's discretion.
9. Jersey Post may (in its absolute discretion) reject entries received after the deadline specified in the Competition Advertisement, indecipherable or incomplete entries, or entries not made in the manner specified in the Competition Advertisement, without notice to the sender.

10. Proof of posting cannot be accepted as proof of delivery of any entry to a competition. Jersey Post cannot accept responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft, destruction, alteration of, or unauthorised access to entries, or entries lost or delayed whether or not arising during operation or transmission as a result of server functions, virus, bugs or other causes outside its control.
11. By entering into the competition the entrant represents and warrants, and Jersey Post assumes, that the entrant is of sufficient age and mental capacity to be legally bound in contract or that the entrant's parents have consented to his or her entry of the competition subject to these terms and condition.
12. By entering the competition the entrant represents and warrants that all information submitted by the entrant is true, current and complete.
13. Jersey Post reserves the right to disqualify any entrant if it has reasonable grounds to believe the entrant has breached any of these terms and conditions or any representation or warranty given pursuant to these terms and conditions and/or is not eligible to take part in the competition.
14. To the extent that a competition that participation in a competition involves physical activity, without prejudice to clause 29, Jersey Post may refuse to allow any entrant to participate if it has reasonable grounds to believe that the entrant is not in a suitable physical condition, including without limitation if it has reasonable grounds to believe the entrant is under the influence of alcohol or drugs.

Conduct of the competition

15. Jersey Post reserves the right to cancel or amend the competition at any time without prior notice, and without any liability to any person who has submitted an entry or any other liability in respect of the competition or its cancellation or amendment.
16. Unless stated otherwise in the Competition Advertisement, Jersey Post shall not be obliged to return any competition entries, including those containing artistic material.
17. The decision of Jersey Post's judges is final and conclusive in all circumstances and no correspondence will be entered into.
18. All expenses of entry are the sole responsibility of the entrant.

Prizes

19. Jersey Post reserves the right to substitute prizes of value equal to or greater than that specified in the Competition Advertisement at any time.
20. Prizes are non-exchangeable and non-transferable and no cash alternative will be offered. Only one prize will be awarded per person.
21. Where prizes are to be provided by a third party, then the winner(s) will be required to complete all appropriate or applicable booking or other formalities direct with such provider. Jersey Post will have no responsibility for the acts or omissions of any third party.

22. Reasonable efforts will be made to contact a winner. Any prize winner's failure to respond and/or provide an address for delivery of a prize within a reasonable time may result in forfeiture of the prize. If the entrant cannot be contacted, or he or she is unable or fails to comply with these terms and conditions or any specific rules set out in the Competition Advertisement, Jersey Post may (at its discretion) offer the prize to an alternative winner.
23. All taxes, insurances, transfers, spending money and other expenses in connection with the prize, unless otherwise stated in the Competition Advertisement, are the sole responsibility of the prize winner.
24. Jersey Post does not accept any liability for prizes which are lost, delayed, or damaged in the post.

Intellectual Property

25. In consideration of Jersey Post's agreeing to consider an entrant's submission to the competition, by submitting the entry the entrant assigns to Jersey Post the complete copyright and other intellectual property rights in the subject matter of his or her entry, for the full period of the copyright or subsistence of such other intellectual property right. Jersey Post shall be free to assign or license such rights to third parties.
26. Any information submitted by an entrant must be personal to and relate specifically to the entrant. By submitting the entry the entrant warrants that the content of the entry does not infringe the intellectual property, privacy or any other rights of any third party and does not contain anything which is libellous, defamatory, obscene, indecent, harassing or threatening (or anything which would be any of the foregoing if published).

Publicity

27. By submitting the entry, the entrant agrees and consents to the publishing (by all means and in any media) by or on behalf of Jersey Post of their names and any part of their entry in connection with the competition.
28. Winners may be requested by Jersey Post to take part in promotional activity.

Liability

29. Jersey Post does not have any responsibility or liability for any costs, expenses, damage, loss or disappointment suffered by any entrant in connection with entry to the competition or as a result of accepting any prize. To the extent that participation in a competition involves physical activity, the entrant is solely responsible for ensuring that he or she is in a suitable physical condition to participate and Jersey Post shall not be responsible for any injury to the entrant resulting from his or her participation provided that nothing shall exclude Jersey Post's liability for death or personal injury as a result of its negligence.
30. Further, Jersey Post accepts no liability (and excludes all liability) for any loss of profit, business contracts, revenues or anticipated savings or for special, indirect or consequential loss of any nature howsoever arising.

31. Further, Jersey Post shall not be liable for any failure to perform its obligations in relation to the competition where it is unable to do so as a result of circumstances beyond its reasonable control, and shall not be liable to compensate any entrant in such circumstances.

General

32. No entrant is entitled to any fee in respect of its entry or participation in the competition.
33. These terms and together with any specific rules set out in the Competition Advertisement are governed by and shall be construed in accordance with Jersey law and the entrant and Jersey Post submit to the exclusive jurisdiction of the courts of Jersey.
34. These terms and together with any specific rules set out in the Competition Advertisement constitute the entire agreement between Jersey Post and any entrant in a competition in relation to the competition and the prize. Except as explicitly provided, all conditions, warranties and representations relating to the same which would otherwise be implied by law are excluded.
35. Any failure by Jersey Post to exercise or any delay by Jersey Post in exercising a right or remedy provided hereunder or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies.