

Terms and Conditions

1. The Promoter

The promoter is: The Growth Company of Lee House, 90 Great Bridgewater Street, Manchester, M1 5JW

2. The competition

- 2.1 The title of the competition is Business Opportunity to attend SXSW in Austin, Texas.
- 2.2 Up to three businesses will be selected who will accompany the Growth Company on a fully-funded creative trade mission to SXSW Festival in March 2023. Businesses will be selected based on the relevance, eligibility and quality of their application outlined in their submission.

3. How to enter

- 3.1 The competition will run from 12:00 on 27th January 2023 (the "**Opening Date**") to 23:59 on 12th February 2023 (the "**Closing Date**") inclusive.
- 3.2 All competition entries must be received by the Promoter by no later than 23:59 on the Closing Date. All competition entries received after the Closing Date are automatically disqualified.
- 3.3 To enter the competition:
- (a) enter the competition online by submitting the online entry form provided on <https://www.businessgrowthhub.com/sxsw-austin-competition> by Closing Date.
- 3.4 [No purchase necessary [and there is no charge to register for use of the website].]
- 3.5 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.
- 3.6 By submitting a competition entry, you are agreeing to be bound by these terms and conditions.
- 3.7 [For help with entries, please contact the enquiries helpline on bghevents@growthco.uk OR 0161 359 3050 OR see <https://www.businessgrowthhub.com/>]
- 3.8 [Please see <https://www.businessgrowthhub.com/> for a copy of these competition terms and conditions.]

- 3.9 The competition entries will be judged by a panel of three judges [judged based on the relevance, eligibility and quality of their application outlined in their submission. Entries will be judged on the value in which attending SXSW festival will help support their business, and benefit their future growth]. The decision of the panel of judges (acting reasonably) will be final.
- 3.10 [The Promoter will send the full names of the judges to anyone who writes within [one] month after the Closing Date of the competition requesting details of the judges and who encloses a self-addressed envelope to the address set out in The Growth Company of Lee House, 90 Great Bridgewater Street, Manchester, M1 5JW

4. Eligibility

- 4.1 The competition is only open to Digital, Creative, or Tech sector businesses registered in Greater Manchester [Please see <https://www.businessgrowthhub.com/services/industry-support/digital-creative-and-tech> for more information on what is considered Digital, Creative and Tech sector business] **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 and eligible to claim [the prize **OR** any prize you may win]. 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;
 - (b) completed by third parties or in bulk;
 - (c) illegible, have been altered, reconstructed, forged or tampered with;
 - (d) photocopies and not originals; or
 - (e) incomplete.]
- 4.4 There is a limit of one entry to the competition per business. [Entries on behalf of another person will not be accepted.]
- 4.5 [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 [The prize is] to accompany the Growth Company on a creative trade mission to SXSW Festival in March 2023. The successful businesses will receive fully-funded economy return flights to Austin, Texas for one person per business from Manchester Airport, accommodation and SXSW festival entry at no cost to themselves. Exact dates and duration of the trip will be arranged directly with the successful businesses, but will not exceed four nights within the timeframe of the festival (11th – 16th March 2023). Three [prizes] are available to be won (one person per business for up to three business).
- 5.2 [The trade mission is for one person per business to travel by economy return flight to Austin, Texas for no more than four nights between 10th March 2023 and 19th March 2023. The prize does not include travel insurance, the cost of transfers to and from airports or stations, food and drink, spending money, tax or personal expenses. Any other costs incurred in addition to those set out above and that are incidental to the fulfilment of the prize are the responsibility of the winner(s).]
- 5.3 [You will be responsible for ensuring that you and any person travelling with you are available to travel and hold valid passports, meet the necessary entry requirements to the US, any necessary visas and travel documents for the holiday in question on the travel dates specified. [Dates once notified to the travel agent cannot be changed].]
- 5.4 [Prizes are subject to availability. There is no cash alternative for the prize]
- 5.5 [The prize is not negotiable [or transferable].]
- 5.6 [In order to claim the prize you must liaise with The Growth Company who will arrange logistics and booking confirmations.]

6. Winners

- 6.1 The decision of [the Promoter **OR** the judges nominated by the Promoter] is final and no correspondence or discussion will be entered into.
- 6.2 The Promoter will contact the winner personally as soon as practicable after the Announcement 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 form 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 bqhevents@growthco.uk or writes to the address set out in [CONDITION 1] (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 bghevents@growthco.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 If you are the winner of the prize, you will have five days from the Announcement Date to claim the prize by [refer to the details of how to claim in condition 5.66]. If you do not claim the prize by this date, your claim will become invalid.

7.2 [The prize may not be claimed by a third party on your behalf.]

7.3 The Promoter will make all reasonable efforts to contact the winner. If the winner cannot be contacted or is not available, or has not claimed their prize within five days of the Announcement Date, the Promoter reserves the right to offer the prize to the next eligible entrant selected from the entries that were received before the Closing Date.

7.4 [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 [All competition entries and any accompanying material submitted to the Promoter will become the property of the Promoter on receipt and will not be returned **OR** The Promoter does not claim any rights of ownership in your competition entry.]

9.2 [By submitting your competition entry and any accompanying material, you agree to:

- (a) assign to the Promoter all your intellectual property rights with full title guarantee; and
- (b) waive all moral rights,

in and to your competition entry and otherwise arising in connection with your entry to which you may now or at any time in the future be entitled under the Copyright, Designs and Patents Act 1988 as amended from time to time and under all similar legislation from time to time in force anywhere in the world.]

9.3 [You agree that the Promoter may, but is not required to, make your entry available on its website <https://www.businessgrowthhub.com/> 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 <https://www.growthco.uk/media/32apmsxt/group-privacy-notice-version-2-feb-21final.pdf> 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 are governed by English law. If any entrants to this promotion wish to take court proceedings, then they must do this within the courts in the United Kingdom.