

# BTEC Awards Showstopper Challenge

## Terms and conditions

These rules shall be binding upon submitting an entry to the BTEC Awards Showstopper Challenge 2021.

The BTEC Awards Showstopper Challenge 2021 is promoted by Pearson Education Limited, with registered office at 80 Strand, London, WCR2 0RL, United Kingdom and registered number 872828 (“Pearson”). Enquiries relating to the competition (including enquiries about the name of the eventual winners or the personal data collected about the name of the eventual winners or the personal data collected about you (the entrant) as a result of your submission should be sent via email to [btecawards@pearson.com](mailto:btecawards@pearson.com).

General competition terms and conditions apply – please see below Additional Terms.

### Additional Terms

1. The competition is open to tutors/teachers of BTEC classes in the United Kingdom only. Entries must be made by the tutor/teacher of the performer/s involved. Students cannot enter the competition directly.
2. Tutors/teachers can enter as many acts from their BTEC class as they wish, but must complete separate entry forms for each act.
3. Enquiries relating to this competition should be sent to [btecawards@pearson.com](mailto:btecawards@pearson.com).
4. Any students under the age of 18 attending the BTEC Awards ceremony in person must be accompanied by an adult chaperone at all times.
5. Any attendees of the BTEC Awards ceremony are fully liable for their own personal property (including but not limited to any props, instruments or equipment) at all times. Pearson will not provide any insurance nor accept any liability for loss or theft of any personal property.
6. Pearson will make and pay for reasonable related travel arrangements for any students chosen by Pearson to perform live at the BTEC Awards and their adult chaperones. Where hotel accommodation is required, Pearson will make arrangements for the students and their chaperones to stay at a hotel selected by Pearson for one night, either the night prior to or the night following (agenda permitting) the BTEC Awards ceremony itself. All students and their chaperones will be covered for travel within the UK only.

### General Competition Terms and Conditions

**Last updated: 12 January 2021**

1. These terms and conditions (the “Terms”) apply to all competitions (each a “Competition”) promoted by Pearson Education Limited (company number 00872828) whose registered office is at 80 Strand, London, WC2R 0RL (“Pearson”).
2. In addition to these Terms, specific terms and conditions will apply to each Competition (the “Specific Terms”). The Specific Terms will include details of how to enter, the opening and closing dates, and the prize(s) offered. Where there is a conflict between these Terms and the Specific Terms, the Specific Terms will prevail.
3. By entering a Competition, the entrant is deemed to have read and accepted these Terms and the Specific Terms and agreed to be bound by them. Where the entrant is under 18 years of age, the entrant’s guardian must consent to the entry and is deemed to have accepted these Terms and the Specific Terms when consenting to the entry.

4. Pearson reserves the right to cancel or amend any Competition, these Terms or any Specific Terms at any time. Any such changes will be published on this page or on the relevant Competition page.

### **Eligibility**

5. Unless otherwise set out in the Specific Terms, the Competition is open to all residents of the United Kingdom.
6. The Competition is not open to employees of Pearson and its associated companies, third party sponsors or prize providers, and their immediate family.

### **Minors**

7. All entries for those under 18 must be made on the child's/children's behalf by a parent, guardian, or teacher over the age of 18.
8. Where the entry is made by a teacher, it is the responsibility of the relevant teacher to seek the permission of parents or guardians for participating children/pupils to take part in the Competition.

### **Entries**

9. The opening and closing dates and times for entries are as stated in the Specific Terms. Entries received outside this period will not be entered into the Competition.
10. Entry to the Competition may only be made by the method stated in the Specific Terms.
11. Entry via email: If the Competition permits entry by email, the entrant's email must be addressed to the correct email address and must include the correct subject line and all information required by the Specific Terms.
12. Entry via social media websites: If the Competition permits entry by social media, the entrant must successfully complete the steps set out in the social media post relating to the Competition to be eligible to win. If these steps include liking, tagging and/or commenting, such likes, tags and/or comments must be made on the original social media post relating to the Competition unless otherwise set out in the Specific Terms.
13. Unless otherwise set out in the Specific Terms, no person may enter a Competition more than once, whether as an individual or a group.
14. Entrants warrant that:
  - a. all information submitted by them is true, accurate and complete,
  - b. their entry is original to them,
  - c. their entry does not infringe on any third party intellectual property rights,
  - d. where their entry includes a photograph or video clip, they are the person in the video or have approval from the person in the photograph or video clip (or that person's parent/guardian if applicable) for it to be submitted to Pearson, and
  - e. that they have the right, power and authority to grant the rights set out in clause 15.
15. Entrants agree that Pearson may, but is not required to, make entries to the Competition available on its website and any other media, whether now known or invented in the future, and in connection with any publicity of the Competition. Entrants agree to grant Pearson a non-exclusive, worldwide, irrevocable licence, for the full period of any intellectual property rights in their entry, to use, display, publish, transmit, copy, edit, alter, store, re-format and sub-licence the entry for such purposes.

### **Prizes**

16. The prize is as stated in the Specific Terms.
17. Where the winners are randomly selected, winners will be randomly drawn from all valid entries after the Competition has closed. Where the winners are not randomly selected, the winners will be determined as set out in the Specific Terms.
18. The winner(s) will be notified by email, phone and/or social media following the Competition deadline. If a winner cannot be contacted, Pearson reserves the right to withdraw the prize and to choose a replacement winner.
19. Pearson reserves the right to substitute the prize with a prize of equal or greater value.
20. Prizes cannot be exchanged for cash or other alternatives.
21. All prizes are non-transferable and may not be given, assigned or sold to another person.

#### **Data protection and publicity**

22. Subject to Pearson securing the appropriate consents, Pearson will publish details of the winners and, where appropriate, promote the winning entries and other selected entries in, but not limited to, media, online and social media. Pearson will seek each entrant's permission by the completion of a consent form. In the case of minors, Pearson will seek permission from the entrant's parent/guardian. The entrant's name will not be published until consent has been given.
23. Entrants may withdraw their permission for Pearson to process their personal data in connection with the Competition at any time. If an entrant chooses to do so Pearson will not include their personal data in any further materials or posts but may not be able to remove it from existing publications.

#### **Liability**

24. Pearson is not responsible for any inaccurate details relating to prizes communicated to any entrant by any third party connected with the Competition.
25. Pearson accepts no responsibility for any damage, loss, injury or disappointment suffered by any entrant in connection with the Competition or as a result of accepting any prize, and no responsibility for any entry not recorded.
26. Pearson is not responsible for (a) any problems with or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment or software, (b) the failure of any email or entry to be received on account of technical problems, postal delays or traffic congestion on the internet or on telephone lines, or the failure or non-operation of any website, or (c) any combination of (a) or (b), including any injury or damage to any person's computer or mobile telephone related to or resulting from participation in the Competition.
27. Nothing shall exclude Pearson's liability for death or personal injury as a result of its negligence, or any other liability that cannot be excluded or limited by applicable law.

#### **Standard terms**

28. Pearson reserves the right to remove, disqualify or exclude any entrant from the Competition if it considers that the entrant concerned has not complied with any of these Terms.
29. Pearson's decision in respect of all matters relating to the Competition will be final and no correspondence or discussion will be entered into. No entrant shall have any contractual or other right to any prize.

30. A failure or delay by Pearson to enforce any one of the provisions of these Terms or any Specific Terms shall not constitute a waiver of any of Pearson's rights or of any remedy, nor shall it prevent or restrict the further exercise of any right or remedy.
31. In the event that any provision of these Terms or any Specific Terms is held to be invalid, illegal or otherwise unenforceable, it shall be deemed deleted. Any deletion of a provision under this clause shall not affect the validity and enforceability of the rest of the Terms or Specific Terms.
32. The Competition and these Terms will be governed by English law, and any dispute will be subject to the exclusive jurisdiction of the courts of England.