



COMPETITION TERMS AND CONDITIONS

1. These terms and conditions together with any specific rules are the Competition Rules ("**Rules**") and apply to competitions on the Enterprise Plants Website (www.enterpriseplants.com) ("**Competition**"), unless otherwise expressly stated. By entering a Competition, entrants agree to be bound by these Rules.

2. The Competition is organised by Enterprise Plants of Hall Farm Nursery, Church Lane, Upminster Essex RM14 3QH.

3. Rules specific to each Competition are displayed in a notice on the page for such Competition ("**Competition Notice**") and are incorporated into the Rules. In the event of differences or discrepancy between these terms and conditions and the Competition Notice, the Competition Notice shall prevail.

4. Enterprise Plants Limited reserves the right to cancel or amend the Competition or the Rules without notice in the event of a catastrophe, war, civil or military disturbance, act of God or any actual or anticipated breach of any applicable law or regulation or any other event outside Enterprise Plants' reasonable control. Any changes will be posted either within these terms and conditions or the Competition Notice. A copy of the Rules may also be obtained by sending a stamped addressed envelope to: Enterprise Plants of Hall Farm Nursery, Church Lane, Upminster Essex RM14 3QH

5. In the event of any dispute regarding the Rules, conduct, results and all other matters relating to a Competition, the decision of Enterprise Plants shall be final and no correspondence or discussion shall be entered into.

Qualifying Entrants

6. Employees (or members of the families or households of employees) of Enterprise Plants or any company involved in the Competition or any such person's subsidiary or associated companies, are not eligible to enter the Competition. Enterprise Plants reserves the right not to award a prize (and to select an alternative winner) if Enterprise Plants is aware or has reasonable grounds to believe that a winner is not eligible.

7. By entering the Competition, you hereby warrant that all information submitted by you is true, current and complete Enterprise Plants reserves the right to verify the eligibility of all entrants.

8. The address you provide with your competition entry ("**Entry**") will be used to send any prizes so please make sure this is correct. Unless stated otherwise in the Competition Notice, Competitions are only open to residents of the United Kingdom and you are not entitled to enter the Competition if you are resident outside of the United Kingdom. Where a Competition is open to entrants from outside the United Kingdom, you are not entitled to enter the Competition if you are resident in a country or jurisdiction where the Competition may breach any law or regulation. Where this applies, Enterprise Plants invitation to enter the Competition in such country and/or jurisdiction is withdrawn.

9. The Competition is not open to anyone under 18, Enterprise Plants assumes that by using the website and entering the Competition (and you warrant that) you are aged 18 or over

10. Enterprise Plants reserves the right to disqualify any entrant if it has reasonable grounds to believe the entrant has breached any of the Rules.

11. In the event that any entrant is disqualified from the Competition, Enterprise Plants in its sole discretion may decide whether a replacement should be selected. In this event, any further entrant will be selected on the same criteria as the original entrant and will be subject to these Rules.

Competition Entries

12. Unless stated otherwise in the Competition Notice, Only one entry allowed per person if a winner has been selected and Enterprise Plants discovers or has reasonable grounds to believe the winner has used any software or automated process either to answer questions or to make bulk entries, Enterprise Plants may select an alternative winner. Any further winner will be selected on the same criteria as the original winner and will be subject to these Rules.

13. Competition entries must be made in the manner and by the closing date and time specified on the Competition Notice. Failure to do so will disqualify the entry.

14. There is no purchase requirement to enter a Competition and there is no charge to register for use of the website.

15. Proof of posting or emailing cannot be accepted as proof of delivery. Enterprise Plants 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, damaged or delayed as a result of server functions, technical issues, virus, bugs or other causes outside Enterprise Plants' control.

16. Entrants should note that unless stated otherwise, Enterprise Plants does not accept responsibility for the return of any Entries, including those consisting of artistic or other material.

Prizes

17. Unless stated otherwise in the Competition Notice, prize winners will be chosen at random from all correct Entries (for competitions involving answering questions or where entry is by emailing or otherwise providing a name and/or contact details to Enterprise Plants) or from all submitted entries (where creative or artistic merit or other subjective criteria apply to entries (unless these are being judged as set out in the Competition Notice)), within 28 days of the closing date specified in the Competition Notice. Tie-breakers will be judged by Enterprise Plants and, if required by law, by an independent adjudicator. In all matters, the decision of the judge(s) and Enterprise Plants shall be final and no correspondence or discussion shall be entered into.



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18. Prize winners will be notified in the manner and within the time specified on the Competition Notice and will be contacted by Enterprise Plants. Return of any prize notification as undeliverable or failure to reply as specified in the notification (and within the time stated) may result in disqualification and selection of an alternate winner. If more than one prize is awarded only one prize per entrant will be awarded. Competition winner(s)' names may be published on the website or you can write to Competition Prize Winners, Enterprise Plants of Hall Farm Nursery, Church Lane, Upminster Essex RM14 3QH naming the specific competition including a self-addressed stamped envelope for a list of winners.

19. Claims for prizes must be made in the manner and within the time specified on the Competition Notice. Failure to claim a prize within this time or in the manner specified may result in disqualification and selection of an alternate winner.

20. Prizes are non-transferable and there is no cash alternative. Enterprise Plants reserves the right to substitute prizes of equal or greater value at any time.

21. Prizes are awarded at Enterprise Plants discretion and no prizes will be awarded as a result of improper actions by or on behalf of any entrant. Where Entries are being judged on creative or artistic merit or other subjective criteria, Enterprise Plants and/or the Competition judges (acting reasonably) reserve the right not to select a winner, and/or to remove or amend selection criteria and/or the structure and operation of the Competition if Entries are not of the requisite standard.

22. Where a prize may not be appropriate for a younger contestant, the minimum age for entry will be stated in the Competition Notice and must be observed. Enterprise Plants reserves the right to request written proof of age of any winner.

23. All taxes, insurances, transfers, spending money and other expenses (including meals or personal expenses upgrades etc.) as the case may be, unless specifically stated, are the sole responsibility of the prize winner.

Intellectual Property Rights & Use of Entries

24. Enterprise Plants does not, unless we agree this with you, claim any rights of ownership in your Entry. As such, you retain ownership of your Entry and, although Enterprise Plants will be able to use Entries as set out in the Rules, you will also have the right to use your Entry in any way you choose.

25. In consideration of Enterprise Plants agreeing to consider entrants to the Competition, each entrant hereby agrees that Enterprise Plants may make any and all Entries available on the website and any other media, whether now known or invented in the future, which may include other internet sites, mobile, television and/or radio and that Entries may be made available with advertising and/or sponsorship. You now grant Enterprise Plants a non-exclusive, worldwide, irrevocable licence (for the full period of any rights in the Entry) to use, display, publish, transmit, copy, make derivative works from, edit, alter, store, re-format, sell and sub-licence the Entry for such purposes.

26. Enterprise Plants does not guarantee to use or otherwise make available any Entry. Enterprise Plants may also, in appropriate circumstances, and at its sole discretion, reject, edit, remove or disable access to Entries that appear to be legally or otherwise problematic e.g. infringe the copyright or other intellectual property or privacy rights of others, are defamatory etc. or for any other reason.

27. Your Entry and any information submitted by you must be personal to and relate specifically to you. You hereby warrant that your Entry and all information which you submit and/or distribute will not infringe the intellectual property, privacy or any other rights of any third party, and will not contain anything which is libellous, defamatory, obscene, indecent, harassing or threatening. If relevant, Enterprise Plants reserves the right, but not the obligation, to screen, filter and/or monitor information provided by you and to edit, refuse to distribute or remove the same.

Liability

28. Enterprise Plants cannot accept any responsibility for any damage, loss, injury or disappointment suffered by any entrant entering the Competition or as a result of accepting any prize. Enterprise Plants is not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, or providers, computer equipment or software, failure of any email or entry to be received on account of technical problems or traffic congestion on the Internet, telephone lines or at any web site, or any combination of these, including any injury or damage to entrant's or any other person's computer or mobile telephone related to or resulting from participation or downloading any materials in the Competition. Nothing shall exclude Enterprise Plants liability for death or personal injury as a result of its negligence.

Data Protection and Publicity

29. Winners may be requested to take part in promotional activity and Enterprise Plants reserves the right to use the names and addresses of winners in any publicity.

30. Any personal data relating to entrants will be used solely in accordance with current UK data protection legislation and will not be disclosed to a third party without the individual's prior consent. Data relating to entrants will be retained by Enterprise Plants for a reasonable period after the Competition closes to assist Enterprise Plants to operate competitions in a consistent manner and to deal with any queries on the Competition.

Jurisdiction

31. The Competition and Rules will be governed by English law and any disputes will be subject to the exclusive jurisdiction of the courts of England. The Sites are only intended to be accessed from the United Kingdom. Enterprise Plants makes no representation that materials on the Site relating to this Competition are appropriate or available for use at other locations and access to them from territories where their contents are illegal is strictly prohibited. If you access the Site outside of the United Kingdom, you are responsible for compliance with all local laws.

How to contact us

32. You can contact us in relation to any Competition by writing to [Name of Competition], Enterprise Plants of Hall Farm Nursery, Church Lane, Upminster Essex RM14 3QH or by the contact us area on our website.