

Learning activities & competitions: terms and conditions for submission of work

1. The organiser of this activity is the British Library Board (hereafter referred to as “the Library”) registered at 96 Euston Road, London, NW1 2DB.
2. By submitting content to the Library for this activity, participants hereby accept these terms and conditions, which are non-negotiable.
3. The Library may cancel or amend these terms and conditions without prior notice. Any changes will be displayed on this webpage. It is the duty of participants to check this page from time to time. Any key changes will be notified to participants.
4. The Library may disqualify participants without prior notice if the Library reasonably believes that:
 - 4.1. those participants are in breach of any of these Terms and Conditions or any revised terms and conditions that the Library may from time to time impose; or,
 - 4.2. any aspect of those participants’ conduct is deemed by us to be contrary to the spirit or intention of the activity or the Library’s aims or policies;

5. Competitions

5.1. Where the activity involves a Competition to win a prize:

- 5.1.1. the Library reserves the right to cancel the Competition at any stage if it deems this necessary or circumstances arise that are outside of its control.
- 5.1.2. Competitions are open to anyone resident in United Kingdom excluding:
 - (a) employees or contractors of the British Library; or
 - (b) any person directly or indirectly involved in the British Library or the running of the Competition, or their direct family members.
- 5.1.3. Entry is free, and no purchase is necessary. Only one entry will be accepted per person.
- 5.1.4. Participants under the age of 18 must obtain permission from a parent, guardian or teacher before entering this competition. The British Library reserves the right to seek confirmation, whether written or oral, from the parent or guardian concerned.
- 5.1.5. All entries must be received by the closing date and time. Any entries received after this will not be considered. We cannot be held responsible for:
 - (a) ineligible or fraudulent entries; or
 - (b) any lost or late entries, due to the Internet, email or postal service or otherwise, even where proof of sending can be provided.

- 5.1.6. Prize draw prizes will be awarded in accordance with the laws of chance and, if required by law or regulation, under the supervision of an independent observer.
- 5.1.7. If the Library is unable to contact any winner after making reasonable efforts to do so, or the Prize is unclaimed then the Prize will be deemed to have been forfeited, and the Library reserves the right to either offer the Prize to another entrant, or to re-offer the Prize in any future competition that the Library might run.
- 5.1.8. The winners will be contacted by the contact method provided when entering the competition (Twitter DM or Email). The winners will have 7 days in which to claim their prize. If the Library is unable to notify the winners, or if the winners fail to respond within the fixed time period and/or provide an address for delivery of the prize, this may result in forfeiture of the prize and the Library reserves the right to select alternative winners as necessary to ensure that the total number of prizes are allocated in accordance with these terms and conditions.
- 5.1.9. The Library may in its sole discretion refuse to provide a prize, or seek its recovery, in the event of non-entitlement under these terms or an entrant's breach of these terms, fraud, dishonesty, or other inappropriate or improper conduct.
- 5.1.10. Any entrant who enters or attempts to enter the competition in a manner which in the Library's determination is contrary to these terms and conditions or by its nature is unfair to other entrants may be removed from the competition.
- 5.1.11. The Library reserves the right to modify, cancel, terminate or suspend the competition in whole or in part, at its sole discretion, if it believes the competition is not capable of being conducted as specified in these terms and conditions or in the event of natural disaster, unauthorised human intervention or any other cause that is beyond the reasonable control of the Library that could corrupt or affect the administration, security, impartiality, or normal course of the competition.
- 5.1.12. The Library shall try to deliver the prize to the winner within 28 days from the date of the draw, unless otherwise specified to the winners. Delivery restrictions may apply. No cash equivalent or alternative prizes will be given and the prizes are non-transferable and non-exchangeable.

6. Data Protection

- 6.1. For the purposes of this activity the Library, as defined by Clause 1, is acting as the sole Data Controller and is processing the personal data provided by participants (name and email address/Twitter Handle of the Participant) in the legitimate interests of the Library to run this activity.

- 6.2. The personal data provided will not be transmitted outside of the EU by the Library but may be shared on our Social Media Platforms such as Facebook and Twitter; the servers for which may be located in the United States.
- 6.3. We will keep details on record as set out in our Records Management Policy. The Library may share entries on Social Media and publish them on our Discovering Children's Books website.
- 6.4. Where a child is over the age of 13, by entering the activity they are consenting that their parent, guardian or teacher may share personal data with the Library in order to process their participation in the activity.
- 6.5. If entrants have any issues with how their data is processed, they should contact the Data Protection Officer at dp@bl.uk. For more information about how the Library uses personal data, and the rights Participants have in relation to our processing of their data, they should refer to the Library's Privacy Policy online at: <http://www.bl.uk/aboutus/terms/privacy/index.html>.
- 6.6. Twitter's Privacy Policy can be found online at: <https://twitter.com/en/privacy>

7. Copyright

- 7.1. You retain your rights to all Content you submit.
- 7.2. By submitting content, you grant us a non-exclusive, royalty-free licence, worldwide for the duration of the copyright term. This licence authorises us to use the material;
 - 7.2.1. on our website and social media accounts;
 - 7.2.2. in marketing and press material;
 - 7.2.3. in presentations and events;
 - 7.2.4. in exhibitions; and,
 - 7.2.5. in reports and bids to funders.

8. Liability

- 8.1. Nothing in these terms and conditions shall exclude or limit the Library's liability for death or personal injury caused by their staff or supplier's negligence or for fraud. Subject to this, the Library cannot accept any responsibility for any damage, loss, injury or disappointment suffered by any entrant submitting content for this activity. The Library is not responsible for any problems or software failure of any email to be received on account of technical problems or traffic congestion on the Internet.
- 8.2. The Library accepts no liability for any indirect, consequential, special loss or damage suffered by a participant arising out of or in connection with participation in this activity.

9. Standard terms

9.1. The invalidity or unenforceability of any provision of these terms and conditions shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these terms and conditions shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

9.2. Participants understand that by submitting content to the Library for activities the Library is under no obligation to share or use the content provided and will do so at its sole discretion.

10. Severability

10.1. In the event that any of these terms, conditions or provisions or those of any Schedule shall be determined by any competent authority to be invalid, unlawful or unenforceable, such term, condition or provision shall to that extent be severed from the remaining terms, conditions and provisions which shall continue to be valid to the fullest extent permitted by law.

11. Legal Capacity

11.1. No participant shall be a partner, joint venturer, employee or agent of the Library or hold itself out as such.

11.2. No Participant or the Library shall purport to undertake any obligation on the other's behalf nor expose the other to any liability nor pledge or purport to pledge the other's credit.

12. Third Party Rights

12.1. No term of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not party to this Agreement.

13. Applicable Law

13.1. These Terms and Conditions will be governed by and construed in accordance with English Law and participants hereby agree to submit to the jurisdiction of the English Courts.

13.2. These terms and conditions were last updated on 3 February 2022.