

## TERMS AND CONDITIONS OF ENTRY

By participating in this Competition run by DIVE PROJECT CORNWALL (“DPC”), you agree to be bound by the specific rules of the particular Competition (the “**Competition Rules**”) in addition to these Terms and Conditions. The decision of DPC shall be final in all matters relating to Competitions.

### **Eligibility:**

The DPC Competition is open to any Secondary School in the UK, including England, Scotland and Wales (excluding NI). The entry must be made by an eligible, employed Teaching Representative on behalf of their School, for children in Year Groups 9 and 10 (aged 14 and 15).

The following are not eligible to enter Competitions: (a) Any education facility outside of the eligible areas or those who do not teach the relevant age groups (b) DPC employees and their relatives, agents or anyone else professionally associated with DPC (c) other persons assisting with the operation and/or management of the DPC Competition

No purchase is necessary to enter the DPC Competition.

### **Timing:**

The DPC Registration will be **open from January 1<sup>st</sup> 2022 and will close at midnight March 31<sup>st</sup> 2022**. Registration after this date will not be accepted under any circumstances.

Receipt of all entries will be formally acknowledged with a standard email. DPC will only provide follow-up communication if your education facility’s entry has been shortlisted and is eligible to take part in the Competition.

Shortlisted schools will be reminded of the competition requirements. The closing date for receipt of final design and documentation of their creative entry is **23<sup>rd</sup> May 2022** . Any entries received after this date will not be considered and will be disqualified.

1 (one) school per region will be selected as a winning school (*qualifying regions can be found here*). The 20 (twenty) winning entries will be formally notified by a member of the DPC Judging Panel to the original email address provided at the time of entry by the **1<sup>st</sup> June 2022**.

### **Entry:**

Entrants must follow the entry instructions stipulated in the **Competition Rules of Entry**. Any entry in breach of Competition Entry Guidelines will not be accepted.

1. Only one entry per education facility will be accepted as submission to the DPC Competition.
2. An entry will be deemed void if the entry has been made by an ineligible person or it breaches these Terms and Conditions. DPC reserves the right to disqualify an entrant if DPC believes that that an entrant has attempted to compromise the integrity or legitimate operation of the DPC Competition in any way.
3. Entries must not be obscene, defamatory or offensive and must not infringe the intellectual property rights of any third party. By entering the DPC Competition you confirm that you have permission to use or feature any people, content or other material contained within your entry.
4. There is no alternative to the winning prize. Prizes are not transferrable or exchangeable and cannot be taken as cash.
5. All entries to the DPC Competition will be subjective to judging by an **independent panel** appointed by DPC. The panel members will be competent to judge the Competition and their credentials will be posted on the DPC website very shortly. In all matters, the decision of the panel shall be final and no correspondence or discussion shall be entered into.
6. Every school entry made will receive notification of their entry by email along with their progress throughout the judging and selection process.
7. All 20 (twenty) winning schools will be notified of their status via email to the named teacher on the original entry form. If any prize notification is returned as undeliverable or a winner fails to reply as specified in a notification, within a period of 14 days, the winner may be disqualified and an alternate winner selected.
8. Prize winners' names may be published on DPC social media platforms and/or on the DPC website, the details of which will be specified in the Competition Rules.
9. All travel expenses related to the prize are the sole responsibility of the winning School.

#### **Use of Entries:**

1. Entries may be displayed by DPC on the DPC website and social media.
2. It is the responsibility of the winning School to ensure that parental or legal guardian consent is obtained and given for each child participating and that no child is placed in a vulnerable position.
3. Accordingly, you hereby grant DPC a non-exclusive, worldwide, irrevocable licence to use, display, publish, transmit, copy, make derivative works from, edit, alter, store, re-format, use as part of any advertising or sponsorship campaign, sell and sub-license the entry.

### Personal Data:

1. In entering the DPC Competition entrants consent to provide DPC with certain personal data in order that it may administer the Competition. Any personal data will be used only for the administration of the Competition and as set out in these Terms and Conditions and the Competition Rules.
2. Winners may be requested to take part in promotional activity after winning the DPC Competition and DPC reserves the right to use the names and contact details of winners, any photograph or recording of them in any publicity. Again, it is the responsibility of the winning School to ensure that parental or legal guardian consent is obtained and given for each child participating and that no child is placed in a vulnerable position.

### Liability:

Except for any liability that cannot be excluded by law, DPC (including its officers, employers and agents) excludes all liability (including for negligence), for any loss or damage (including loss of opportunity), whether direct, indirect, special or consequential, arising in any way out of the DPC Competition, including but not limited to, where arising out of the following: (a) any technical difficulties or equipment malfunction (whether or not under DPC's control); (b) any theft, unauthorised access or third party interference; (c) any entry or claim for a prize that is late, lost, altered, damaged or misdirected (whether or not after receipt by DPC) due to any reason beyond the reasonable control of DPC; (d) any variation in prize value to that stated in the Competition Rules; (e) any tax liability or expense incurred by a winning School; or (f) use of a prize. Nothing shall limit or exclude the liability of DPC for death or personal injury resulting from negligence, or for fraud or fraudulent misrepresentation.

1. Each winning education facility must show evidence of their own public liability insurance prior to the prize taking place.
2. **SUPERVISION** whilst on dive training and during the project's activities, PADI standards will be adhered to. The education facility will be responsible for teacher supervision between 6pm and 9am. The Competition Prize includes up to 3 teaching staff from each school taking part. Any free time will be under the supervision of the education facility's own teaching supervision, and it is their responsibility to ensure children arrive on time to each activity throughout the programme.
3. **FOOD.** DPC will provide a healthy breakfast, lunch and evening meal, along with water, for each day of the prize programme.
4. **CAMPING** is weather dependent. In the event of extreme weather conditions, DPC, the organisers of the prize will find alternative suitable accommodation at no additional cost to the winning education facility.
5. **TRANSPORT** to and from Porthkerris dive site must be covered by the education facility in their own transport. Should an alternative dive site be required due to adverse weather conditions, the education facility must be able to travel in their

own transport at own cost. Any transport for trips/excursions away from the Porthkerris site will also be in own transport at own cost.

6. **DIVING** is weather dependent, and every effort will be made to complete the Open Water course during the stay. Should the prize week be affected by adverse weather conditions, provisions can be made for children to return to complete their Open Water course, but this will be an extra cost to each child or their education facility. The Professional Association of Diving Instructors (“**PADI**”) require the following conditions to be met for every child taking place:
  - a. Completion of PADI dive medical
  - b. COVID-19 negative test or proof of vaccination
  - c. Aged 14 or over
  - d. Must be able to swim a minimum of 200 metres and tread water for 10 minutes.
7. **PACKING REQUIREMENTS** Each child taking part in the prize week **MUST** bring the following to ensure a comfortable and enjoyable experience. This is in addition to clothes, shoes and toiletries:
  - a. £30 minimum per child to cover additional snacks
  - b. Sleeping Bag
  - c. Blanket
  - d. Pillows
  - e. Wet weather clothes
8. The following items are desirable but not essential as DPC can provide throughout the prize week:
  - a. Own wetsuit, boots, hood and gloves (any mm thick)
9. **PRE-VISIT.** DPC will contact each winning education facility to obtain the following information:
  - a. Completed PADI dive medical
  - b. Confirmation all kit provision will be met (we will send a full list for education facilities to check off)
  - c. Sizes of all children taking part for the provision of wet suits (height, chest, weight, shoe)

### **Other Terms and Conditions:**

Competitions and all disputes will be governed by English law and subject to the exclusive jurisdiction of the English courts. DPC makes no warranty or representation that any Competition or materials related to it comply with local laws in other jurisdictions.

No Competition will be sponsored, administered by or associated with any social media platform. If any social media platforms are used by DPC for the purposes of the DPC Competition, such social media platforms shall not be liable in any way to the entrants to the Competition.

DPC reserves the right in its absolute discretion to cancel the DPC Competitions and/or the prizes where circumstances outside of DPC's control arise (including any acts or omissions from any third parties) which would prevent DPC from being able to fulfil the DPC Competition and/or deliver the prize.

Comments, questions or complaints regarding Competitions or these Terms and Conditions should be directed to DPC.

DPC's decision is final and binding in relation to all matters relating to the DPC Competitions and may not be subject to any discussions or correspondence.