TERMS AND CONDITIONS

Art Fund – Museum of the Year 2017 Competition

1. By entering the Art Fund Museum of the Year 2017 competition to win a lifetime National Art Pass and museum goody bag or one of 9 museum goody bags offered each week (the "**Competition**") - you accept the terms and conditions below. Please read them carefully.

Entry requirements

- 2. Entry is open to residents of Great Britain, who are over the age of 18, except employees or contractors of the Art Fund or members of their immediate family, or anyone professionally connected with the Competition. We reserve the right to require any participant to prove that he or she is eligible to participate in the Competition.
- 3. You must submit your entry via Facebook, Twitter or Instagram online using the hashtag #museumoftheyear, have access to the internet and a valid email address to participate.

How to enter

- 4. The Competition will open at 20.00 on Thursday 27 April and close at 00:00 on Friday 30 June.
- 5. To enter the Competition you must:
- 5.1 Take a photograph depicting one of the five Finalist museums.
- 5.2 Tag your entry @artfund and #museumoftheyear and include a comment outlining why you think your chosen museum should win.
- 6. Entries submitted by any other means will not be accepted. Any illegible, incomplete or fraudulent entries will be rejected.
- 7. Entries that are made fraudulently will be disqualified.

How the winner will be chosen

8. One winner and 1 reserve will be selected per week of the competition, resulting in a total of 9 museum goody bag winners of entries received before the closing date and time within 2 working days of the closing date.

AND

One overall winner and 1 reserve will be chosen by the chair of the Art Fund Museum of the Year 2017 judging panel of all the entries received before the closing date and time within 2 working days of the closing date

9. Winners will be notified in the first instance via the social media platform on which they submitted their entry. Winners will be asked to confirm their email address for

future correspondence and prize fulfilment. It is your sole responsibility to check and update your contact details held by us.

10. In the event that contact with the winner cannot be made within 2 working days or the winner is found not to meet the entry requirements, we reserve the right to withdraw the prize entitlement and award the prize to the reserve selected at the same time as the original winner.

Prizes on offer

- 11. There are 10 prizes on offer (9 museum goody bags and 1 Lifetime National Art Pass plus museum goody bag0.
- 11.1 The overall prize is: Lifetime National Art Pass (worth £1,800) and a museum goody bag comprising merchandise from the five finalist museum shops (value over £100).
- 11.2 The 9 weekly winner prizes: Museum goody bag comprising merchandise from the five finalist museum shops (value over £50).
- 12. No cash alternative will be offered and prizes are not transferable. We reserve the right to substitute a prize for a prize of equivalent or greater value if this is necessary for reasons beyond our reasonable control.
- 13. The prizes do not include any travel, accommodation or delivery costs incurred by the winner in order to claim and enjoy the prize.
- 14. Prizes are subject to the prize suppliers' terms and conditions.
- 15. Failure to provide an address for delivery of prizes may result in forfeiture of a prize.
- 15.1 By entering the Competition, you agree that we may make copies of your Competition entry and use these in reasonable publicity for this Competition and future Competitions that we run.

Liability

- 16. We reserve the right to amend these terms and conditions without notice, by posting changes at the following webpage: artfund.org/prize.
- 17. The Art Fund 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 within these terms and conditions or in the event of any other cause that is beyond the reasonable control of the Art Fund that could affect the normal course of the Competition.
- 18. Neither the Art Fund nor any of its subsidiary or affiliated companies is responsible for any losses, failures or delays caused by events beyond its or their control such as (but not limited to) the acts or defaults of any supplier selected by the Art Fund to provide the prize that may lead to loss or damage of the prize in transit to the winner.
- 19. Save where it has been negligent, the Art Fund will not be responsible for any damage, loss or injury resulting from participants' entry into the Competition or their

acceptance and/or use of the prize, or for technical or other difficulties of any kind that may limit or prohibit their ability to participate in the Competition. Nothing in these terms and conditions shall in any way limit the Art Fund's liability for death or personal injury caused by its negligence or for any other matter where liability may not as a matter of law be limited.

20. Any participant who enters or attempts to enter the Competition in a manner, which in the Art Fund's reasonable determination is contrary to these Terms and Conditions or by its nature is unjust to other entrants may be rejected from the Competition at the Art Fund's sole discretion. Furthermore, where such actions have significantly impaired the Competition, the Art Fund may, at its sole discretion, add further stages to the Competition as it deems reasonably necessary in order to resolve any problems arising as a result of such actions.

Personal data and publicity

- 21. The Art Fund will collect and process participants' personal information in order to conduct the Competition and it will be shared with the Art Fund's agents to the extent necessary for the Competition to be administered and the prize to be delivered to the winner. Participants' names and other personal details from their entry to the Competition will be collected and stored by the Art Fund and held in accordance with its applicable privacy policy in place from time to time (see artfund.org).
- 22. By entering the Competition you agree that if you win you may be required to take part in reasonable publicity relating to the Competition, including photographs and video, and consent to such participation. We may also use your name and a shortened version of your address (for example, John Smith from London) for promotional purposes on our website and elsewhere.
- 23. For one month from the closing date of the Competition, details of the winner will be made available to participants and the public on request by sending a letter and stamped addressed envelope to Art Fund Museum of the Year 2017 Competition Winners Enquiries at the Art Fund of 2 Granary Square, King's Cross, London, N1C 4BH. The Art Fund's decisions in relation to the winner of the Competition are final and the Art Fund will not enter into any further correspondence with participants.
- 24. The promoter of the Competition is the National Art Collections Fund (registered charity number 209174 (England and Wales) and SC038331 (Scotland)) of 2 Granary Square, King's Cross, London, N1C 4BH and the Competition is governed by and construed in accordance with the laws of England and Wales and the Courts of England and Wales shall have sole jurisdiction over any dispute.