

IFAW “TAILS FOR WHALES” COMPETITION TERMS AND CONDITIONS

1. These terms and conditions together with any specific rules set out in Competition Notices (as defined below) are the Competition Rules ("Rules") and apply to competitions on the ifaw.org "Tails for Whales" website ("Competition"), unless otherwise expressly stated. By entering a Competition, entrants agree to be bound by these Rules.
2. The Competition is organised by The International Fund for Animal Welfare Limited (IFAW).
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 discrepancy between these terms and conditions and the Competition Notice, the Competition Notice shall prevail.
4. IFAW 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 IFAW's 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: Competition Rules, IFAW, 89 Albert Embankment, London, SE1 7UD, UK.
5. In the event of any dispute regarding the Rules, conduct, results and all other matters relating to a Competition, the decision of IFAW shall be final and no correspondence or discussion shall be entered into.

Qualifying Entrants

6. To qualify to enter the Competition you must be resident in the United Kingdom. The postal address that you provide with your competition entry ("Entry") will be used to send any prizes so please make sure this is correct.
7. Employees of IFAW or any company involved in the Competition or any advertising agency or web company connected with IFAW or any such person's subsidiary or associated companies, agents or members of their families or households, are not eligible to enter the Competition.
8. Additional eligibility requirements may apply to a specific Competition, e.g. a valid passport, visas and/or driver's licence will be required if the Competition prize includes travel outside the United Kingdom and/or car hire.
9. By entering the Competition, you hereby warrant that all information submitted by you is true, current and complete. IFAW reserves the right to

verify the eligibility of all entrants.

10. IFAW assumes that by using the website and entering the Competition (and you warrant that) you are aged 18 or over or, if you are under 18, that your parents have consented to your entry into the Competition and these Rules.

11. IFAW reserves the right to disqualify any entrant if it has reasonable grounds to believe the entrant has breached any of the Rules.

12. In the event that any entrant is disqualified from the Competition, IFAW 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

13. Only one entry per person per Competition is allowed (except where the Competition Notice states that more than one entry can be submitted) and any entrant who enters more than the permitted maximum will be disqualified. Where a winner has been selected and IFAW discovers or has reasonable grounds to believe the winner has made more than one Entry, IFAW reserves the right to 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.

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

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

16. Where an offer is made for participation in a Competition involving a premium rate telephone call, the Competition Notice will include details of the estimated length of the call and its anticipated cost, and any other guidance to which IFAW must adhere in compliance with Phonepayplus rules. Where entry to a Competition is by premium rate telephone call, entry may also be made by post by writing to: Tails for Whales Competition, IFAW, 89 Albert Embankment, London, SE1 7UD, UK.

17. Proof of posting or emailing cannot be accepted as proof of delivery. IFAW 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 or delayed whether or not arising during operation or transmission as a result of server functions, virus, bugs or other causes outside its control.

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

Prizes

19. Prize winners will be chosen at random unless specified otherwise in the Competition Notice, from all qualifying Entries within 28 days of the closing date specified in the Competition Notice. Tie-breakers will be judged by IFAW and, if required by law, by an independent adjudicator. In all matters, the decision of the judge(s) and IFAW shall be final and no correspondence or discussion shall be entered into.

20. Prize winners will be notified in the manner and within the time specified on the Competition Notice. 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 T4W Competition Prize Winners, IFAW, 89 Albert Embankment, London, SE1 7UD, UK.

21. 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.

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

23. Prizes are awarded at IFAW's discretion and no prizes will be awarded as a result of improper actions by or on behalf of any entrant.

24. 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. IFAW reserves the right to request written proof of age of any winner.

25. 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

26. IFAW does not, unless we agree this with you, claim any rights of ownership in your Entry. As such, you retain ownership and, although IFAW 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. Where any Entry is to be used in a different way (e.g. we are asking to own this) this will be made clear on the website and you will then be able to choose whether to enter the Competition.

27. In consideration of IFAW agreeing to consider entrants to the Competition, each entrant hereby agrees that IFAW (and third parties authorised by IFAW) 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 IFAW (and third parties authorised by IFAW) 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 or podcasts from, edit, alter, store, re-format, sell and sub-licence the Entry for such purposes.

28. IFAW does not guarantee to use or otherwise make available any Entry. IFAW may, 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.

29. 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, IFAW 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.

30. All of the images, designs, graphics, and logos used in the Competition are the intellectual property of IFAW. You agree not to use, display, publish, transmit, copy, make derivative works or podcasts from, edit, alter, store, re-format, sell and sub-licence them in any way except as stated in the Competition Notice.

31. All of the images, designs, graphics, text, and logos used on all IFAW websites are the intellectual property of IFAW. You agree not to use, display, publish, transmit, copy, make derivative works or podcasts from, edit, alter, store, re-format, sell and sub-licence them in any way except as stated in the Competition Notice.

Liability

32. IFAW 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. IFAW 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 thereof, 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 IFAW's liability for death or personal injury as a result of its negligence.

Data Protection and Publicity

33. Winners may be requested to take part in promotional activity and IFAW reserves the right to use the names and addresses of winners, their photographs and audio and/or visual recordings of them in any publicity.

34. 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. Please see IFAW's privacy policy for further details. Data relating to entrants will be retained by IFAW for a reasonable period after the Competition closes to assist IFAW to operate competitions in a consistent manner and to deal with any queries on the Competition.

35. By entering the Competition, you hereby grant IFAW the right to include you in promotional, fund-raising, newsletter, and any other mailings, text messages, telephone calls, and e-mailings. You can choose to opt-out of any or all of these by writing to IFAW, 89 Albert Embankment, London, SE1 7UD, UK or by emailing info-uk@ifaw.org.

Jurisdiction

36. 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.

How to contact us

37. You can contact us in relation to the Competition by writing to IFAW, 89 Albert Embankment, London, SE1 7UD, UK or by emailing info-uk@ifaw.org.

Last updated 18 May 2009.