

1854 Media Ltd (formerly trading as Apptitude Media Ltd)

General Competition Terms & Conditions

1. These terms and conditions apply to all competitions featured in any publications and online services that are organised by 1854 Media Limited ("1854 Media") and include "Portrait of Britain" and any other competition or exhibition organised by 1854 Media on behalf of or in association with a third party.
2. No Purchase necessary unless stated otherwise in the competition headline terms. By entering a competition entrants accept these terms and conditions together with any specific instructions and terms for such competition which may be mentioned in any electronic messages, or on the website, or communicated to entrants in any other way ("competition information"). Such competition information shall prevail in the event of there being any inconsistency between these competition terms and conditions and any competition information.
3. 1854 Media may cancel or amend any competition, competition information, or these terms and conditions without prior notice. Further additional terms may relate to specific competitions and where they do, they shall be clearly published by 1854 Media. It is up to the entrant to ensure that they review these additional terms and comply with them. Any changes will be posted either within the competition information or these terms and conditions.

Competition entry

4. Unless otherwise stated in the competition headline terms the competition is open to residents of all countries. If you choose to take part in this competition and are not a resident of the United Kingdom, you do so at your own risk should you be infringing any laws or regulations in the territory where you reside and you agree to fully indemnify 1854 Media in the event of any claim whatsoever being brought against it in respect of your entry into the competition. In the event that the competition is only open to UK residents 1854 Media may ask competition winners for proof of UK residency and if a competition winner is unable to prove their residency to 1854 Media's satisfaction (i.e. prove that they are physically present in the UK for 183 days or more in the previous or current UK tax year), 1854 Media reserves the right to select an alternative winner. There is no minimum age limit unless specified otherwise in the competition information. However, entrants under the age of 18 must insert contact details of a parent or guardian when entering. Employees of 1854 Media and members of their immediate families (including any live-in partner or household member) of any of the following may not enter: Any company involved in the organisation, management, promotion, or administration of the competition or its entry routes or donation of prizes or their agents or subsidiaries; Any company involved in any capacity in the sponsorship of a competition or competition prize.
5. Where an entrant requires the details of his/her parent/guardian to be entered onto the entry forms, 1854 Media may ask for proof of age and in all competitions evidence to verify the identity of that entrant at any time, and may use any channels and methods available to carry out checks of any details provided. Entrants may only enter the competition in their own name.

6. The opening and closing dates and times for entries are as indicated in the competition information. Any entries received before the opening and after the closing of the competition will be invalid and will not be entered into the competition.

7. By entering the competition entrants warrant that all information submitted by them is true, current, and complete. Entrants also warrant that they have all the necessary consents in relation to their entry and are the copyright owners of any copyright works submitted, e.g. photographs and drawings, and 1854's use of such works (which you will permit in full or in part) for any purpose whatsoever will be at no charge will not infringe the rights of any third party and will fully indemnify us in the event of any infringement.

8. Any limit on the number of entries a person or household may make will be clearly stated in the competition information. Entries received that exceed this limit will be invalid and will not be entered into the competition.

9. Entry to the competition may only be made through the applicable method(s) indicated in the competition information. Not all of the following methods of entry may be available for entry to each competition. The following terms and conditions will apply where the method is indicated as being available in the competition information. Where entrants pay an entry fee, they must have the permission of the bill payer before entering; otherwise the entry will be invalid.

(a) Text ("SMS") entry

Where specified in the competition information as an available method of entry to the competition, SMS entrants are required to send a text to the shortcode or number as indicated in the competition information. Texts received by 1854 Media will be charged at the standard operator rate, which will vary depending on the entrant's mobile network provider. When a text message is received from 1854 Media, sent to the same mobile phone from which the answer was sent, acknowledging receipt of the entry (a "Text Acknowledgement"), this will result in the entrant being charged the charge stated in the competition information. Please check with the relevant mobile network provider what standard network charge will apply. In the event that the entrant has insufficient funds, credits or capacity on their handset (as applicable) for the Text Acknowledgement to be successfully sent by 1854 Media and received by the entrant within 72 hours of the original entry being received by 1854 Media, the relevant entry will be deemed ineligible and will not be accepted. Entries sent by text message which are received after the stated competition closing time will be invalid and will not be entered into the competition. If a text message entry is received by 1854 Media after the stated competition closing time, the entrant will receive a free text message from 1854 Media informing them that their entry was received late and was not therefore entered into the competition; however, the entrant will not be entitled to a refund of the standard network charge imposed by the entrant's mobile network when they entered the competition by text message. SMS entries received after the notified competition closing time will not be valid. 1854 Media accepts no liability for any SMS entry charges incurred regardless of whether the entry is received before the competition closing time. SMS entrants may opt out of receiving any marketing messages in the confirmation message (please see rule 29 of these terms and conditions).

(b) Web entry

Where specified in the competition information as an available method of entry to the competition, web entrants are required to follow the instructions on the website as indicated in the competition information. Entrants may dependent on the competition receive a message to the email address supplied when entering confirming entry to the competition. Web entrants may be required to supply their name, and/or email address and/or a contact telephone number and/or any other details. In the event that entrants are required to pay to enter online, entrants will need to use the relevant payment service indicated in the competition information, and may need to open an account and register to pay for online entry to the competition. Online entry costs will be as indicated in the competition information. Entrants must read and accept the terms and conditions relating to the online entry pay service before proceeding with such a web entry.

(c) Email entry

Where specified as an available method of entry to the competition, e-mail entrants may enter the competition by sending an e-mail with the information indicated in the competition information and at the email address indicated. There is no charge for email entries. Entrants may receive a message confirming their entry to the competition.

(d) Mobile Internet entry

Where available, entrants may enter the competition by Mobile Internet. Eligible entrants are required to click on the link to the competition on the relevant Mobile Internet webpage and follow instructions to provide the required information to enter the competition. Entries without all the required information will be invalid and may still be charged. Entrants may be charged for entering a competition via Mobile Internet together with any applicable network charges. Some mobile network operators will include the charge where made on the entrant's telephone bill; others will send a Text Acknowledgement which will result in the entrant being charged. The amount of this charge where such charge is made will be notified to the entrant in the main competition entry form. Mobile network operators may also charge their customers for using the Mobile Internet/browsing tools. Entrants should contact their network operator for more details as these charges may vary depending on the entrant's mobile network operator and tariff.

(e) Entry via Social Network Sites

Where specified as an available method of entry to the competition, Social Network Site entrants may enter the competition by responding with the information indicated in the competition details by posting their answer within their comment. There is no charge for such entries unless mobile internet is used where you may be charged.

10. Neither 1854 Media nor its servants, agents, nor any other party or organisation involved in the management, promotion, or administration of the competition or its entry routes or donation of prizes or their agents or subsidiaries involved in the competition will accept responsibility or liability 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 network availability, server functions (including but not limited to security functions by software used by 1854 Media or any third party), virus, malware, trojans, bugs, or other causes outside its control.

11. Entries submitted through agents or third parties or in bulk (i.e. more entries than a human being could submit in the time available without the use of software or other devices designed to make automated entries or, in the case of postal entries, more than one entry submitted under the same postage stamp) will not be accepted. Entrants may enter as many times as they like unless otherwise indicated in the competition information but no more than one prize per person per competition will be awarded.

12. Any entries which are incomplete, incorrect, inaudible, incomprehensible, or not received by 1854 Media will be void.

13. In the event of any fault, mistake, misunderstanding or dispute concerning the correctness or acceptability of the entry or any answers given by entrants (if applicable), or the operation of any part of the competition (in the case of postal entries, a postal strike for example), network or phone system, the decision of 1854 Media shall be final and no correspondence will be entered into.

14. 1854 Media will not be liable to reimburse expenses incurred in making an entry in any competition. Where 1854 Media decides in its sole discretion that an entrant is eligible for a refund, eligibility for refunds will be notified to relevant entrants. 1854 Media reserves the right to refuse to refund any messages where it suspects dishonest or fraudulent conduct on the sender's part or where the entrant has not complied with the rules of the competition.

Prizes

15. The prize is as specified in the competition information and no alternative will be offered.

16. Where the winner is requested to speak for the purposes of a film or video production they must make themselves available as required for the production in question.

17. The process for determining the winner of the prize is as indicated in the competition information. Where the winner is randomly selected from all correct and valid entries, the draw for the winner will take place within 7 days or such other timeframe as may be stated in the competition headline terms of the date on which the competition closes.

18. 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. Any competition requiring a subjective assessment in the selection of winning entries will be judged by 1854 Media or as indicated in the competition information and, if required by law or regulation, an independent judge or a panel including one member who is independent of the competition's promoters and intermediaries.

19. Should more prizes be claimed than are available for any reason, a simple prize draw will take place for the available prize(s).

20. 1854 Media will attempt to notify the winner within 21 days after the closing date, or as otherwise indicated in the competition information, and where time is of the essence for such a period as 1854 Media shall in its absolute discretion deem reasonable. He/she will be contacted on the phone number, by SMS text, or email address provided when entering the competition. The winner will have a specified fixed time period in which to claim his or her prize. If 1854 Media is unable to notify the winner, or if the winner fails to respond within

the fixed time period as specified and/or provide an address for delivery of the prize, this may result in forfeiture of the prize and 1854 Media reserves the right to select an alternative winner in accordance with these terms and conditions and the competition information.

21. 1854 Media may in its sole discretion refuse to provide a prize, or seek its recovery, in the event of non-entitlement under these terms and conditions or an entrant's breach of these terms and conditions, 1854 Media's website terms of use, fraud, dishonesty, or other inappropriate or improper conduct including but not limited to the use of technology which enables an entrant to evade charges or entry requirements.

22. Any entrant who enters or attempts to enter the Competition in a manner, which in 1854 Media's determination is contrary to these terms and conditions or by its nature is unfair to other entrants may be removed from the Competition at 1854 Media's sole discretion.

23. 1854 Media 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 a virus, computer bug or unauthorised human intervention or any other cause that is beyond the reasonable control of 1854 Media that could corrupt or affect the administration, security, impartiality, or normal course of the Competition.

24. 1854 Media reserves the right in its sole discretion to withhold delivery of the prize until such proof of eligibility and identity has been confirmed or if such proof is not produced on request or to disqualify the entrant from the competition.

25. 1854 Media shall try to deliver the prize to the winner within 28 days from the date of the draw, unless otherwise specified to the winner. Delivery restrictions may apply. No cash equivalent (where applicable) or alternative prize will be given and the prize is non-transferable and non-exchangeable. However, 1854 Media reserves the right to change the prize due to circumstances beyond its control or to offer an alternative of similar value.

26. At all times ownership of copyright to any images entered into any 1854 Media competitions remain the property of the entrants. In relation to all competitions, entrants (and, if applicable, their collaborators) grant to 1854 Media a non-exclusive perpetual, worldwide royalty free license to use and publish their entry in whole or in part in any media form whatsoever, for the sole purposes of editorial coverage and promotion of the same competition into which the images were entered. To clarify, 1854 Media and British Journal of Photography will not use the images for any purposes other than in direct relation to the competition entered into, and make no claim to the copyright of the images.

Data Protection and Publicity

27. Entrants (and, if applicable, their collaborators) agree to the use of their names, locations, images, and their entries in whole or in part for the sole purpose of editorial coverage and future promotional, marketing and publicity purposes of the current or future seasons of the same competition entered into, in any media worldwide without notice or without any fee being paid. The winners may be required to participate in reasonable publicity and agree to the use and publication of their full names and images for promotional and marketing purposes for the current and future seasons of the competition.

To clarify, entrants accept that images may be published in media not owned or controlled by 1854 Media as a result of publicity for or editorial about the competition. 1854 Media and British Journal of Photography will not use the images or grant use of the images for any purposes other than in direct relation to the competition entered into, and make no claim to the copyright of the images.

28. Information, data and the caller line identity ("personal data") which is provided by entrants when they enter will be held and used by 1854 Media and their suppliers and contractors in order to administer the competition. If entrants call from a withheld caller line identity and do not provide their caller line identity when entering the competition, 1854 Media may use the withheld caller line identity for customer care purposes such as refunds or communications relating to a service e.g. to notify a winner. Entrants' personal data may also be passed to their mobile phone network or to relevant regulatory bodies including PhonePayPlus, the police or other authorities in the course of the investigation of any complaints or suspected unlawful activity or where requested by the phone provider in connection with the billing arrangements for the competition. Aggregate, non personal data may also be used for the purpose of undertaking market research or in facilitating reviews, developments and improvements to relevant services.

29. Data captured during the course of this promotion will be processed in accordance with the Data Protection Act and any personal data will be used in accordance with 1854 Media's privacy policy which can be viewed at www.1854media.co.uk/privacy/html. Any entrant who is entering the competition via e-mail or SMS may opt out of receiving any marketing communications from 1854 Media by adding the word NOINFO after the keyword as specified in the competition or at the end of the e-mail.

Liability

30. Nothing in these terms and conditions shall exclude or limit 1854 Media's liability for death or personal injury caused by their staff or supplier's negligence or for fraud. Subject to this, 1854 Media accepts no responsibility whatsoever for any damage, loss, injury or disappointment suffered by any entrant entering the competition or as a result of accepting any prize or entering the competition. 1854 Media is not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, or providers, computer equipment, 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, data or mobile telephone related to or resulting from participation or downloading any materials in the competition.

31. 1854 Media cannot promise that the services relating to the competition will be free from errors or omissions nor that they will be available uninterrupted and in a fully operating condition. These services may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons reasonably beyond the control of 1854 Media. 1854 Media will not be liable in the event that all or any part of the service relating to the competition is discontinued, modified or changed in any way.

Standard terms

32. In the event that any entrant does not, or is unable to, comply with and meet these terms and conditions and the competition information, 1854 Media shall be entitled at its

sole discretion to disqualify such entrant, without any further liability to such entrant. In these circumstances, any prize(s) won by the entrant may be forfeited and 1854 Media reserves the right to reclaim any prize(s) already distributed to the entrant. Any entrant must comply with any directions given to him or her by 1854 Media including but not limited to any and all relevant laws, rules and applicable regulatory codes.

33. 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.

34. Please note that calls may be recorded to ensure that competition entries are captured, for staff training and quality control purposes.

35. The promoter of the competition is 1854 Media Limited, Anchorage House, 2 Clove Crescent, London E14 2BE.

36. A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

37. No waiver by 1854 Media (whether express or implied) in enforcing any of its rights under this Agreement shall prejudice its rights to do so in the future.

38. These Terms and Conditions shall be governed by and construed in accordance with the law of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English courts.

39. These terms and conditions were last updated on 12th June 2017.