**Gardening Competition 2023 Terms & Conditions**

1. Tenants Garden Competition, including best individual garden, most sustainable garden, best community garden, best young gardener, and largest sunflower. The Competition is promoted by Darlington Borough Council of Room G02, Town Hall, Darlington, DL1 5QT

2.1 Participants of the Competition are invited to take pictures of their garden and email [customerengagement@darlington.gov.uk](mailto:customerengagement@darlington.gov.uk) with their name, contact number and their garden photo to enter.

2.2 There will be a voucher for each category judged. 1st prize will be a £30 garden voucher, 2nd prize will be a £20 garden voucher, and 3rd prize will be a £10 garden voucher.

3.1 To enter the Competition you must email [customerengagement@darlington.gov.uk](mailto:customerengagement@darlington.gov.uk) with your photo of your garden, your name and contact details. You may enter via email before or on 31/08/2023 at 11.59pm.

3.2 The Competition will run from 9:00AM 09/05/2023 until 31/08/2023 Borough Council reserves the right in its absolute discretion to extend the closing date where the entries received are of insufficient quality or quantity.

3.3 No entry fee is required. However, you are responsible for the cost (if any) of sending your Competition entry to us.

3.4 Darlington Borough Council will not accept:

(a) responsibility for Competition entries that are lost, mislaid, damaged or delayed in transit, regardless of cause, including, for example, as a result of any postal failure, equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind; or

(b) proof of posting or transmission as proof of receipt of entry to the Competition.

3.5 By submitting a Competition entry, you are agreeing to be bound by these terms and conditions.

4.1 The Competition is only open to residents of the Borough of Darlington area aged 18 years or over, except:

(a) employees of Darlington Borough Council;

(b) individuals who are professionally connected with the Competition or its administration; or

(c) members of the immediate families or households of (a) and (b) above.

4.2 In entering the Competition, you confirm that you are eligible to do so and eligible to claim the prize you may win. Darlington Borough Council may require you to provide proof that you are eligible to enter the Competition.

4.3 Darlington Borough Council will not accept Competition entries that are:

(a) automatically generated by computer;

(b) completed by third parties or in bulk;

(c) illegible, have been altered, reconstructed, forged or tampered with;

(d) photocopies and not originals; or

(e) incomplete.

4.4 There is a limit of one entry per category per person. Entries on behalf of another person will not be accepted and joint submissions are not allowed.

4.5 Darlington Borough Council reserves all rights to disqualify you if your conduct is contrary to the spirit or intention of the prize Competition.

5.1 The [**Prize**](http://letsgoteesvalley.co.uk/shining-example-competition-prizes/) available to be won is:

(a) A garden voucher for each category consisting of a garden voucher. 1st prize will receive a £30 voucher, 2nd prize will receive a £20 voucher, and 3rd prize will receive a £10 voucher.

5.2 The winner of the Prize will be selected by members of the tenants panel and the Customer Engagement Officer.

5.2 The Prize is subject to availability. There is no cash alternative for the prize. The Prize is not negotiable or transferable.

5.3 Darlington Borough Council staff members and an independent party not employed within Darlington Borough Council (the "Judges") will draw the winner of the main prize from all the valid Competition entries received in accordance with these Terms and Conditions.

5.4 Darlington Borough Council will send the full names of the judges to anyone who writes within one month after the Closing Date of the Competition requesting details of the judges and who encloses a self-addressed envelope to the address set out in clause 1. A list of names of the judges can be requested via email at customerengagement@darlington.gov.uk with the wording "Garden Competition Judges Information" in the subject line, from the Closing Date for a period of 30 days.

6.1 The winner of the Competition will be announced on the week commencing 4th September and no later than 11th September at 4.30pm. Winners will be announced via the Darlington Borough Council website and Facebook on 11th September.

6.2 The decision of the judges nominated by Darlington Borough Council is final and no correspondence or discussion will be entered into.

6.3 Darlington Borough Council will contact the winner personally as soon as practicable after the Announcement Date, using the telephone number or email address provided with the Competition entry. Darlington Borough Council will not amend any contact information once the Competition entry form has been submitted.

6.4 Darlington Borough Council  will send the name and county of the winner to anyone who writes within one month after the Closing Date of the Competition requesting details of the winner and who encloses a self-addressed envelope to Darlington Borough Council.

7.1 If you are the winner of the Prize, you will have 7 days from the Announcement Date to claim the Prize by responding to the email or phone call made by Darlington Borough Council after the Announcement Date. If you do not claim the prize by this date, your claim will become invalid, and another name will be from the remaining eligible entries.

7.2 Darlington Borough Council  does not accept any responsibility if you are not able to take up the Prize.

8. Insofar as is permitted by law, Darlington Borough Council, its agents or distributors will not in any circumstances be responsible or liable to compensate any person or accept any liability for any loss, damage as a result of entering or in any way connected to the Competition.

9.1 If you are the winner of the Competition, you agree that Darlington Borough Council may use your name, image and town or county of residence to announce the winner of this Competition and for any other reasonable and related promotional purposes.

9.2 By entering into this Competition you may receive future emails from Darlington Borough Council regarding related promotions, Competitions. If you do not wish to be contacted by Darlington Borough Council in future, please send an email to customerengagement@darlington.gov.uk with the wording "Unsubscribe" in the subject line at any time.

9.3 By entering the Competition, you agree that any personal information provided by you with the Competition entry may be held and used by Darlington Borough Council or its agents and suppliers to administer the Competition.

9.4 By entering into the Competition, the usage rights of the photograph(s) submitted become the property of Darlington Borough Council and maybe used in other promotional materials both online and in print.

10.1 If there is any reason to believe that there has been a breach of these terms and conditions, Darlington Borough Council, at its sole discretion, reserve the right to exclude you from participating in the Competition.

10.2 Darlington Borough Council reserves the right to hold void, suspend, cancel, or amend the Competition where it becomes necessary to do so.

10.3 Darlington Borough Council does not endorse, warrant the quality of or accept any liability for the provision of any third parties’ goods and or services cited on the Darlington Borough Council website or any other form of social media or connected with any offer or discounts.

10.4 These terms and conditions shall be governed by English law, and the parties submit to the exclusive jurisdiction of the courts of England and Wales.