

Terms and Conditions #CavanCalling 2020

1. **Promoter:** Cavan County Council | Johnston Central Library HQ | Farnham Street | Cavan | H12 V3W4
2. No purchase is necessary. Participation to the competition is free
3. Entry to this competition is through Cavan Calling's Facebook page ONLY www.facebook.com/cavancalling
4. Only one entry per participant is allowed. The promoter is not liable for any entries that do not get properly registered or do not use the correct hashtag #CavanCalling.
5. The competition is open to residents of all countries in the world. However, obtaining a VISA to Ireland where necessary is the responsibility of the winner.
6. The competition runs from 01st March and closes at 11:59pm GMT 31st March. Prize winners will be selected among valid entries and contacted no later than 15th April via Facebook's private message.
7. **Eligibility for Participation** Employees of The promoter and affiliates, subsidiaries, divisions, and advertising, tourism and promotional agencies and their respective officers, directors and agents (collectively, the "Sweepstakes Entities") and the immediate family members and persons living in the same household of each are not eligible to enter or win. The participant is the person who is the owner of the account which is used for posting/publishing the entry into the competition. Participation is free of charge and independent from the purchase of goods or services. By participating in the competition, the user accepts these Conditions. Participants must have a valid passport to enable travel to Ireland and must be willing to travel in August 2020.
8. **Participation:** Participants must enter the competition on www.facebook.com/cavancalling via the means outlined: Publish a photo, a comment, a short story on your memory of County Cavan, or if you never been to County Cavan, write how you imagine County Cavan to be, where you would love to go and why. The promoter reserves the right to exclude any participant from the competition if there is any indication of misbehaviour, improper conduct, fraud or inappropriate acts before or during participant's presence. Likewise, the organisation reserves the right to withdraw the participation of any contestant in the case of the use of fraudulent mechanisms to participate in this competition (including but not limited to false identity, wrong age, address etc.) The organisation reserves the right to request official documents to prove the identity of the participants in the case of them being winners.
9. **Promotional Period** - The competition will take place between March 1st to March 31st 2020. Entries published after this date will not be considered valid and will be removed from www.facebook.com/cavancalling for the purpose of this competition
10. **The Prize:** The prize consists of return flights from any airport in the world with flight access to Dublin (not necessarily direct flights) for 2 people. Travel Insurance and domestic transfer flights are not included. Domestic travel of any kind within country of origin or transfers from the airport in Ireland are not included.
11. The prize details are correct at the time of publishing, but the promoter reserves the right to alter the details if necessary.

12. The Promoter reserves the right to offer alternative prizes of equal or greater value should the advertised Prize become unavailable for any reason or where circumstances dictate

13. The Prize is non-transferrable, and cash will not be offered as an alternative to the Prize.

14. Entrants should be over 18 years of age and should read and accept the website's rules and the conditions of entry; by entering the competition you will be deemed to have read and accepted the terms and conditions.

15. The promoter shall not be responsible or liable for any matter arising out of or resulting from the Competition or the enjoyment of the Prize.

16. Selection of the Prize Winner

The prize-winner will be selected among those entries which will receive the highest number of likes under their public posts. No other interactions (comments and share) will be considered valid for the purpose of this competition. An independent observer will monitor the counting and selection of the winner. The counting of likes for each entry will commence on 01st April and winner will be announced by 15th April.

17. The decision of the promoter as confirmed by the independent observer is final and correspondence will not be entered into with any person.

18. The prize-winner will be notified via Facebook's private message. Upon receipt of the notification the potential winner must confirm acceptance of the prize and submit the personal data required by the promoter no later than 15th April 2020 otherwise The promoter is entitled to determine a new potential winner. The details required by 15th April are:

- ❖ name,
- ❖ surname,
- ❖ mail address,
- ❖ contact number
- ❖ date of birth
- ❖ a copy of a valid travel document valid to travel to Ireland

19. Details should be sent by 15th April to this email address press@cavancoco.ie. Winners who fail to send these details by 15th April will not be considered as such and The Promoter will be offering the prize to the runner up.

20. Personal Data: By entering this draw, you agree to participate in any promotional activities connected with the prize draw, should you be the winner. The promoter is entitled with a view to the execution of the competition to store and process the personal data obtained within the scope of the competition from the participants in accordance with the provisions of the General Data Protection Act to the extent necessary for the implementation of the competition. The participants are entitled to access or correction in accordance with the statutory provisions and may revoke their consent given online with a view to the processing of their data at any time for the future by emailing press@cavancoco.ie. Consequently, the participants agree that their data submitted in respect of the competition are publicly disseminated and/or shared (on Facebook, Twitter, Instagram, YouTube etc) by the organisers and third parties (e.g. partners, online editorial boards, etc). The participants expressly agree that the organiser records the participants audio-visually or has them recorded (e.g. pictures, videos, films, sound and / or other recording systems). The participants agree to any utilisation of possible recordings (e.g. picture, sound, video) by the

organiser for information and advertising purposes. The participants transfer to the organiser the simple right without limitation in terms of space and time to record them on picture and/or sound carriers and to use, make publicly accessible, make publicly perceivable, reproduce and disseminate as well as duplicate and process these records in all media at the provision of services and within the framework of advertising on the internet, in social networks and during presentations. By entry into this Promotion, participants expressly consent to the use, publication and reproduction throughout the world of their image, name and surnames in connection with the advertising, promotion, and/or other publication, related to this promotion.

21. By participating in the Competition you consent to the processing of your personal data in this manner

22. The promoter is not responsible for any technical problems, loss, damage, theft, copy right infringements or any other issue attributable to third parties that may influence the publishing of content online for the purpose of this promotion. 22.2. The Promoter accepts no responsibility should persons be unable to enter the Competition for any reason. 22.3. The Promoter accepts no responsibility for any delay or failure in the submission of entries or for any entry which is not received by it before the Closing Date for any reason, including for technical reasons.

23. Only fully completed entries that are made in accordance with these terms and conditions will be eligible to take part in the Competition.

24. Only entries received through the specified web portal (Facebook) will be accepted, entries received by any other means including any other social media channel, via post, email, fax or hand delivery will not be accepted.

25. Entries that do not use the hashtag #CavanCalling will not be considered valid

26. Only one entry per person/quote will be accepted.

27. The Promoter reserves the right to disqualify any entrant for any reason whatsoever in its sole discretion.

28. The promoter will, in its absolute discretion, moderate all entries and will disqualify any entries which it feels do not comply with these terms and conditions or where any form of bad faith is suspected.

29. The promoter reserves the right to modify the conditions of the competition at any time, including its possible cancellation before the deadline, or at any time if dysfunctions, interferences, falsifications, viruses or similar serious damage occurs and fundamentally impairs the administration, security, fairness, integrity or procedures of the competition. No claims may be derived from modifications or cancellations to the conditions. Should individual provisions of the Conditions be or become invalid, the validity of the remaining Conditions remains unaffected. Any changes made after the arrangement has been confirmed will be at the expense of the prize winner. Any tax on the prize is to be paid by the winner.

30. Proof of submitting an entry is not proof that the entry has been received by the Promoter. It is essential that all participants ensure that their Facebook profile is "public" and visible to The Promoter and the public. Entries that are posted from a "private" profile, not only will not be visible for public voting, but will not be considered valid

31. Miscellaneous –The Promoter shall not be liable to any person for any loss or damage howsoever caused, whether direct, indirect or consequential (whether in contract, tort or statutory

duty or otherwise) arising out of or in connection with the Competition and/or the Prize other than death or personal injury caused by negligence of the Promoter and/or the Promoter's respective personnel and/or deceit or fraud by the Promoter and/or the Promoter's respective personnel.

32. The Promoter reserves the right to withdraw, cancel, suspend or amend the Competition or the terms and conditions of the Competition, with no liability to any entrant, the prize-winner or any third party. By accepting the Prize, the prize-winner grants the promoter the right to use and publish his/her name and picture in such media as the Promoter may choose (including but not limited to the internet) for advertising and promotional purposes without payment.

33. The name and country of the prize-winner will be displayed on the Promoter's Facebook page and Twitter account for a reasonable period of time after the prize-winner has been selected.

34. Governing Law & Jurisdiction – The Competition and these terms and conditions are governed by Irish Law. Any dispute arising out of or in connection with this Competition shall be dealt with exclusively by the Courts of Ireland.

35. Acceptance of the Terms

Participation in this competition implies acceptance of these rules. By participating in this competition, participants agree, to release and hold harmless the Sweepstakes Entities and their respective agents from any and all claims, demands, damages, losses, liabilities, costs or expenses caused by, arising out of, or related to their participation in the competition and/or their participation in any Prize-related activities (including, without limitation, any property loss, damage, personal injury or death caused to any person(s)).

36. Social Media

This activity is in no way sponsored, promoted or otherwise supported by Facebook/Instagram/Twitter and is in no way related to Facebook/Instagram/Twitter. Consequently, you indemnify Facebook/Instagram/Twitter against any claims concerning this activity. You acknowledge that you transfer your data and comments to The Promoter and not to Facebook/Instagram/Twitter.

37. Flight bookings will be made through **Cavan Travel**, 15 Main Street, Cavan.