

STV COMPETITION, PRIZE DRAW AND VOTING TERMS AND CONDITIONS

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A. [Introduction](#)

1. These terms and conditions (“Competition Terms”) together with any specific ‘rules’ set out within any Competition promotional material (“Competition Promotion”) apply to all competitions, votes and prize draws (each a “Competition”) promoted on STV Services (being our television channels STV and STV2, our website, News App, and our Player).
2. In the event of any conflict between the Rules and the Competition Terms, the Rules shall prevail.
3. The Competition Terms may be amended at any time without prior notice and the updated Competition Terms will be published on the stv.tv website stv.tv/competition. You should read through the current Competition Terms before entering and/or participating in any Competition.
4. By entering and/or participating in a Competition you are agreeing to be bound by these Competition Terms and additional Rules (where applicable) together with STV’s Terms of Use governing its products and Services (which are located on the stv.tv website at: my.stv.tv/terms-of-use/). In the event of any conflict between the Competition Terms, additional Rules and the Terms of Use, the Competition Terms and the Rules shall prevail.

B. Eligibility

1. Unless otherwise stated in the Competition Promotion, any Competition is open to residents in the UK, Channel Islands and the Isle of Man aged 16 years or over, except:
 - (i) Any employees of any STV group company;
 - (ii) any person or employees of any company who is professionally connected with the Competition or its administration; or
 - (iii) immediate family members of (i) and (ii) above.
2. By entering and/or participating in the Competition, you confirm that you are eligible to enter, participate and claim the prize and STV may require you to provide evidence to prove your eligibility. In the event that STV is unable to verify your eligibility, STV has the right to disqualify you.

C. How to enter

1. No purchase is necessary to enter and/or participate in the Competition.
2. You must submit your Competition entry or cast your vote in accordance with the instructions specified in the Competition Promotion.
3. You should only submit Competition entries and/or cast votes on your own behalf, unless there is a valid reason that an otherwise eligible entrant is unable to do so and STV has agreed in advance. Should you require help with an entry, please contact STV at enquiries@stv.tv. See Clause N(2) for contact details.
4. Unless stated otherwise in the Competition Promotion, entry to and participating in the Competition is restricted to customers who have joined and created an online STV account.
5. (If you have not joined STV, you can find more information on our home page at www.stv.tv and join by clicking "Sign Up" on our home page. Our Terms of Use (covering all our digital Services), including our Privacy and Cookie Policies are available at: my.stv.tv/terms-of-use.)
6. You must provide your name, email address, postcode and your date of birth to join STV.
7. Unless stated otherwise in the Competition Promotion, there is a limit of one entry and/or vote per entrant.
8. Internet Service providers fees may apply when accessing the internet. It is your responsibility to ensure these charges are paid for.
9. You must follow the instructions specified in the Competition Promotion. Failure to follow them may result in your entry and/or vote being disqualified and any charges, where applicable, may still be applied.

D. Competition period

1. The "Competition Period" is the period between the opening date and time and the closing date and time for the receipt of entries by STV.
2. All Competition entries and/or votes must be received by STV within the Competition Period. Any entries and/or votes submitted outside the Competition Period will be automatically disqualified. Where no opening date and time is specified in the Competition Promotion, the Competition opening date is the date the Competition Promotion is published.

E. Conditions of entry

1. Only valid and eligible Competition entries and/or votes received by STV will be accepted.
2. STV will not accept joint entries and/or votes.
3. STV reserves the right to disqualify you if your conduct is contrary to the spirit or the intention of the Competition.
4. STV will not accept responsibility for any Competition entry and/or vote that is lost or delayed in transit, regardless of reason or cause.
5. STV will not accept proof of transmission as proof of entry to and/or a vote cast in the Competition
6. STV will not accept competition entries and/or votes that are:
 - (i) automatically generated by computer or completed by third parties or in bulk; and where relevant;
 - (ii) illegible, altered or tampered with;
 - (iii) photocopies and not originals; or incomplete.
7. STV reserves the right to disqualify any entrant and/or vote when it considers at its discretion, acting reasonably, that any entrant has used improper technical means to submit any Competition entries.
8. If STV believes, acting reasonably, that any Competition entrant is not an eligible entrant in accordance with these Competition Terms, or has otherwise breached these Competition Terms, STV is entitled to disqualify that entrant and/or exclude that entrant from participating in the Competition. By entering a Competition, you confirm to STV that all information submitted by you is true, current and complete.

F. Prizes

1. Prize descriptions are as specified in the Competition Promotion.
2. Where a Prize contains multiple components, the Prize must be accepted in its entirety. For the avoidance of doubt, the Prize cannot be separated.
3. The prize is subject to availability, there is no cash alternative and STV reserves the right, in its absolute discretion, to substitute the prize with a prize of equivalent or greater value.
4. Where a prize is supplied by a third party, STV reserves the right to replace the prize with an alternative prize of equal or higher value if circumstances beyond STV's control makes it necessary to do so.
5. The prize is not negotiable or transferable.
6. You are solely responsible for any expenses not specified in the prize description and STV does not accept any responsibility for any such expenses.
7. Unless otherwise stated in the Competition Promotion, prizes involving travel shall be restricted and will be the responsibility of the winner as follows:
 - (i) You will be responsible for travel to and from the prize destination and for any costs incurred. This shall not form part of the prize;
 - (ii) You will be responsible for ensuring that you, and any person travelling with you, are available to travel and hold valid passports (where necessary), any necessary visas and travel documents for the holiday in question on the travel dates specified.

(iii) You will be responsible for all travel insurance, holiday insurance and health insurance required or desired by you in order to use the prize.

8. Where travel dates are restricted or specified, the prize is only available for travel within the restricted and/or specified dates, and where travel dates are not so restricted or specified, all travel and holiday prizes must be taken within one year of the date of the winner being selected. Dates, once notified to travel agent, cannot be changed.
9. Prizes are awarded at STV's discretion and no prizes will be awarded in the event of improper actions by or on behalf of any entrant.
10. Where a Competition prize is provided by a third party ("Prize Donor"), you may be required to complete additional formalities with the Prize Donor, including, by way of example, completing booking forms or signing up to and abiding by the Prize Donor's reasonable terms and conditions. STV shall not be responsible for any acts or omissions of the Prize Donor or any other third party.
11. Not all Competition prizes are suitable for everyone. For example, some prizes may consist of items to be used for physical exercise or leisure activities. It is your responsibility to ensure that you are suited to use any Competition prize as it is intended to be used and to ensure that you understand how any such items work and their intended purpose and mode of operation. If you are, at any time, unsure as to your suitability to use any Competition prize that involves physical activity, you should consult your own doctor.
12. By entering any Competition, you agree to provide any additional personal information to STV, including your name, telephone number and address which is necessary for the purposes of contacting you to deliver the prize or for validating your identity and eligibility.

G. Winners

1. In the event that a Competition winner is to be selected at random from all eligible correct entries for the Competition, that winner will be selected by either:
 - (i) an automated computer process that undertakes verifiably random selection; or
 - (ii) an individual who is independent of and not involved in the Competition or its administration.
2. In the event that a Competition winner is selected as a result of a subjective evaluation of eligible Competition entries - for example, a photographic Competition, – the criteria for judging will be set out in the Rules. Unless otherwise stated, selection shall be undertaken by or under the supervision of either:
 - (i) an independent judge who is independent of and not involved in the competition or its administration; or
 - (ii) a panel of judges that includes at least one independent judge on the panel.
3. Where the names of the judges are not published on STV's website at www.stv.tv for a period of 14 days after the Competition Closing Date, the names will be sent to anyone who writes to STV, within 28 days 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 N(2).
4. Where entries are judged on creative or artistic merit or other subjective criteria, STV and/or the Competition judges (acting reasonably) reserve the right not to select a

- winner, and/or remove or amend selection criteria and/or the structure and operation of the Competition if entries are not of the requisite standard.
5. Where the winner is to be selected by STV consumers, unless otherwise stated in the Competition Promotion, the winner will be the contestant with the highest number of eligible votes.
 6. In the event of a tie-breaker, the Winner will be selected by an independent judge whose decision will be final.
 7. In the event that any Competition winner, after being selected as the winner, is subsequently disqualified from a Competition for any reason, STV shall, in its sole discretion, decide whether a replacement winner should be selected in accordance with the Competition criteria.
 8. STV shall endeavour to contact Competition winner personally as soon as practicable after the Closing Date, using the telephone number or email address provided with the competition entry.
 9. If any Competition winner cannot be traced or contacted after reasonable efforts have been made by STV or, having been contacted, the prize winner declines the prize in whole or in part, then STV reserves the right to offer the prize to the next eligible entrant selected from the correct entries that were received before the Closing Date, or may cancel the Competition and dispose of the prize in its discretion without any liability to that Competition winner.
 10. STV does not accept any responsibility if the winner is unable to take up the prize. In such circumstances, STV may, at its sole discretion, choose an alternative winner, selected from the eligible correct entries submitted for that Competition
 11. By entering a Competition, the winner agrees to provide their first and last name and county (or region) of residence for publication by STV or release on request.
 12. STV may publish the winner's name and city of residence on its website at <http://www.stv.tv/>. Where the winner's name and city is not published, it will be released on request. Any such request must be made in writing, within one month of the Competition Period, and the writer must enclose a self-addressed envelope to the address set out in Clause N(2).
 13. By entering a Competition the winner agrees to participate in any reasonable publicity and promotional activity required by STV and further agrees that STV's may use your name and county (or region) or residence, image, audio and/or visual recordings of them in any publicity or promotional activity.
 14. The decision of STV or the judges nominated by STV relating to the winner selection is final and no correspondence or discussion will be entered into.

H. Claiming the prize

1. Unless stated otherwise, the winner must claim the prize within 14 days. If the prize is not claimed or accepted within that period, the claim will become invalid.
2. The prize may not be claimed by a third party on the winner's behalf. Unless otherwise agreed, the winner should allow 28 days for delivery of the prize.
3. The winner must inspect the prize on receipt and contact STV within 14 days from the date it is received and report any concerns about the quality or performance of the same to STV. Thereafter, the winner is deemed to have accepted the prize as delivered. Any rejected prize must be returned within 28 days, or such other reasonable period as STV may require.

I. Liability

1. Nothing in these Competition Terms is intended to, or shall be deemed to, restrict your statutory rights as a consumer.
2. Insofar as permitted by law and subject to paragraph I(1) above, STV, its agents or distributors will not in any circumstances be responsible or liable to compensate you or accept any liability for any loss, damage, personal injury or death occurring as a result of participating in a Competition or accepting any prize except where it is caused by the negligence of STV, its agents or distributors or that of its employees. Your statutory rights are not affected.
3. STV does not promise that the online or internet services in relation to a Competition will be free from errors or omissions nor that they will be available uninterrupted and in a fully operating condition. The services may be suspended temporarily and without notice in the case of any technical issues in relation to any telecommunications or internet network, problem with any system, server, or software, or as a result of any technical malfunction, failure or repair.
4. You agree to indemnify STV in respect of any losses suffered by STV resulting from any claim by a third party or any fine imposed upon STV in respect of any matter, arising from your use of our Services and entry into or participation in any Competition in breach of these Competition Terms, any Rules and/or our Terms of Use or from your violation of any applicable law or regulation.

J. Privacy

1. When you enter and/or participate in a Competition, any personal information you provide will be processed in accordance with the STV [Privacy Policy](#). Any competition information you provide to STV, in addition to your account information, will be stored for a period of two (2) years.
2. Please note that in the event that you elect to receive marketing communications from a named Prize Donor, the use of your information by such third party will be subject to the terms of the Prize Donor's privacy policy. A link to the privacy policy will be included within the Competition Promotion.

K. Use of materials submitted by entrants as part of their entry

1. STV does not, unless we agree otherwise with you, claim any rights of ownership in any materials that you include with, or that form part of, your entry to any Competition and as such, as between yourself and STV, you retain ownership of your entry and you authorise STV to use your entry and any materials forming part of it, for the purposes of:
 - (i) operation of the Competition for which it was entered;
 - (ii) any publicity or reporting of that Competition or any STV Competition activities; and
 - (iii) selecting a winner for that Competition.
1. For the purpose of this paragraph K(1), by entering into any Competition you grant STV (and third parties authorised by STV) a non-exclusive, transferable and sub-licensable, royalty-free, perpetual, worldwide, irrevocable licence (for the full period of any rights in your Competition entry) for STV to use, reproduce, distribute, display, edit, perform and adapt your entry and each part thereof, for use in all media whether now known or subsequently developed.

2. Where you are invited to submit original material to enter a Competition, any materials submitted to STV by you must:

(i) be your original work; and

(ii) not infringe any other person's rights.

1. In particular, you confirm to STV that your entry and all materials that you submit:

(i) will not infringe the rights of any person, including without limitation intellectual property rights;

(ii) will not contravene any entitlement to privacy of any person;

(iii) does not breach any obligation of confidentiality; and/or

(iv) does not contain anything which is libellous, defamatory, obscene, indecent, harassing or threatening.

1. You confirm to STV that you have permission to use or feature any people, any information about any people, or other third party material contained within your entry. If any person under the age of 16 appears in your Contribution, you also confirm that you have the permission of such person's parent or guardian.
2. You will not transfer files which contain viruses or other technologically harmful material.
3. STV reserves the right to verify that your entry complies with this Clause K.
4. Please be aware that unless otherwise stated in the Competition Promotion, STV does not accept responsibility for the return of any Competition entries to Competition entrants. This includes those entries consisting of artistic materials or other materials of whatever nature. Please do not submit any materials in entry for a Competition if you wish those materials to be returned to you.

L. Other matters relating to Competitions

1. All decisions of STV in respect of any Competitions are final and binding and no correspondence or discussion shall be entered into.
2. STV reserves the right to hold void, suspend, cancel, or amend the Competition Terms where it becomes necessary to do so and at its sole discretion, and without notice and any changes will be an amendment to these Competition Terms and the applicable Rules.
3. In the event of any issues outside STV's reasonable control including, but not limited to, war, terrorism, riot, civil commotion, accident, breakdown, damage to machinery or equipment or technology, fire, floods, snow, acts of God, strikes, regulatory, legislative interference, ruling or decision which prevents STV from operating any Competition, or providing a prize either as originally planned or at all, To the extent permitted by law and subject to Clause I(1) and I(2), STV shall not be liable in any way for any losses or damages suffered or incurred by you as a result of any such occurrence.
4. If you are unsure about any of these Competition Terms, you should seek independent legal advice.
5. These Competition Terms are governed by and shall be construed in accordance with Scots law and the Scottish Courts shall have non-exclusive jurisdiction.

M. Competitions promoted on social media platforms

1. By entering and/or participating in an STV Competition promoted on a social media platform, you are required to comply with the social media platform service rules, for example, Twitter or Facebook Rules. STV shall not be responsible for any acts or omissions of the Social Media platform service.

Facebook

1. By entering or participating in a Competition on Facebook:
 - (i) you agree that you are providing information to STV and not to Facebook.
 - (ii) you are required by Facebook to comply with Facebook's Terms of Use. STV shall not be responsible for any acts or omissions of Facebook.
1. The Competition (including the Competition Promotion) is not sponsored, endorsed or administered by or associated with Facebook. By entering and participating in a Competition using Facebook, you are agreeing to release Facebook of any responsibility of damages that could possibly occur as a consequence of your participation.

N. Promoter's details

1. For Competitions promoted only on STV2 (our local television network of services) the promoter is STV Glasgow Limited (Company Number 429418) of Pacific Quay, Glasgow, G51 1PQ.
2. For all other Competitions, unless stated otherwise, the promoter is STV Central Limited (Company Number 172149) of Pacific Quay, Glasgow, G51 1PQ.
3. You can contact us in relation to any Competition by e-mailing enquiries@stv.tv or by writing to us at Competitions, STV, Pacific Quay, Glasgow G51 1PQ

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