How do you squash yours? competition terms & conditions

The Competition

- The promoter is Tetra Pak Ltd, a company registered in England and Wales, with registered office at Bedwell Road, Cross lanes, Wrexham, LL13 0UT (**Promoter**).

- The Promoter is running a competition (the **Competition**). To enter the Competition you must film a short video of what you think is the most original way to squash a paper-based liquid food or drink carton (such as the cartons made by the Promoter) - the carton must end up squashed at the end of the video. The video must then be uploaded onto You Tube using the following tag: "how do you squash your Tetra Pak carton competition".

- The Competition is open to UK residents only. The only entries considered will be those entered via YouTube with the exact tag. By placing your video on YouTube and adding the above tag, you will be deemed to have accepted and be bound by these terms and conditions.

- The closing date for entries is midnight on Sunday 1st November 2009 (**Closing Date**) and entries submitted after this time will not be entered into the Competition.

- Multiple entries in the form of multiple unique videos is permitted. The Promoter reserves the right, in its sole and absolute discretion, to disqualify any individual found to be tampering with the operation of the Competition.

- Unless the winner of the Competition (**Winner**) is under 18 years of age, the Winner will receive a choice of prize from either:
    i. a Toshiba 42-inch Regza TV (42ZV555D Regza ZV Series 42" LCD TV) together with 50 DVDs (excluding box sets, collections or series packs) chosen by Fishburn Hedges (the Promoter's agent) from www.amazon.co.uk, and 30 cartons of either wine or smoothies (depending on the Winner's age), including delivery to an address in the United Kingdom (**Prize A**); or
    ii. a place on an exciting international environmental adventure chosen out of a shortlist created by the Promoter (in its sole discretion) from the Volunteer Holiday list at www.gvi.co.uk, including return economy flights from a major UK airport, insurance and visa costs, accommodation and food at the destination, subject to a maximum total cost of £2,000 plus VAT. Transfers to and from the UK airport, spending money and any other expenses not specified as part of the prize are not included. (**Prize B**).

- A Winner under 18 years of age will only be entitled to Prize A due to age restrictions on the Prize B. A Winner under 18 years of age will also require the consent of a parent or legal guardian to be eligible to receive Prize A.

- If you are between 13 and 18 years old at the time of entry to the Competition you hereby agree that you understand and comply with these terms and conditions; if you are in any doubt as to the meaning of any of these terms and conditions please ask a parent or guardian to clarify matters for you and ensure that they consent to your use of this website. If you are under 13 years old, you are not eligible to enter the Competition and a parent or legal guardian would have to enter the Competition for you.

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- The Promoter does not accept responsibility for any entries which are lost, delayed, not received or incompletely received for whatever reason. Entries not in accordance with the these terms and conditions are invalid.

- The Promoter does not accept any responsibility or liability for any server, system or network failures, malfunctioning of or inaccessibility to the internet or incompatibility of any browsers used when attempting to enter the Competition or for any damage to, or viruses that may be transmitted to or infect, your computer equipment or other property as a result of your access to the YouTube website or our website.

Submitting an Entry

- Entrants require access to the internet and an active account with YouTube in order to participate in the Competition (unless you enter at one of the Promoter's events). Please note that the holder of the YouTube account through which an entry has been submitted will be (and hereby consents to be) contacted by the Promoter via YouTube account message for confirmation of their age and place of residence. The YouTube account holder will also be sent (via YouTube account message) the short list of the top 10 entries and notification if they are chosen as the Winner.

- YouTube has its own terms and conditions for holders of its accounts and all videos will be subject to YouTube's terms in addition to those contained in these terms and conditions. The Promoter shall not in any way be responsible for monitoring your usage of the YouTube website, however, any videos found by YouTube to be in violation of its terms and conditions shall be immediately disqualified from entry into the Competition.

- For information on how to upload a video onto YouTube, visit http://www.tetrapakrecycling.co.uk/whiteboard-howtoenter.asp. YouTube accepts a wide range of video file formats such as .WMV, .AVI, .MOV, and .MPEG transferred from most digital cameras, camcorders, and mobile phones. If you don't think your current video file format is recognized by YouTube, you may get the best results from converting your file to MPEG4 video with MP3 audio.

- By submitting your entry, you hereby grant the Promoter a worldwide, royalty-free licence to publish, use and reproduce your entry in any and all media in connection with this Competition and the Promoter's business and you hereby waive absolutely your moral rights in the use of such entries for the purposes of this licence.

- Videos submitted may or may not be pulled to the Promoter's competition site www.tetrapakrecycling.co.uk/squash (the **Site**) in the sole and absolute discretion of the Promoter. The Promoter shall have absolutely no obligation to give feedback or reasoning for why a video is not posted on the Site. The Promoter shall have the right to reject or remove a video from the Site at any time.

- You agree to indemnify and hold harmless the Promoter from and against any and all losses, claims, damages, costs and liabilities of whatever nature arising directly or indirectly from (i) your breach of any of these terms and conditions; (ii) any allegation or claim that your entry has caused damage to a third party; or (iii) any allegation or claim that your entry infringes the intellectual property rights of any third party.

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Video Content

- All entries must be your own original work and you must have received permission from all people featured in your video to use their picture, image, voice and/or likeness prior to submitting the video. If your video includes children under the age of eighteen (18), you must have received the express permission of the child's parent or legal guardian to use the child's picture, image, voice and/or likeness prior to submitting the video.

- You shall be solely responsible for the videos you upload to YouTube as part of the Competition and the consequences of producing and publishing such videos. You hereby warrant that your entry is your own original work and that you own the entire right, title and interest in and to the entry, or have the necessary licences, rights consents and permissions to use and authorise YouTube and the Promoter to use your entry (and all intellectual property rights therein).

- You further warrant and agree that you will not upload any video that contains any content which (i) is or may be perceived as defamatory, violent, obscene, pornographic, threatening or offensive; (ii) could incite racial and/or religious hatred; (iii) invades another's privacy; (iv) encourages unlawful conduct; or (v) is copyrighted or subject to third party proprietary rights (including rights of publicity and/or privacy) unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant the rights detailed in these terms and conditions.

- You further warrant and represent that your entry does not contain any viruses, Trojan horses, adware, spyware or similar harmful material.

- Videos cannot contain, include or encourage images or activities that are dangerous, unsafe, or present unreasonable risk of harm to person or property, and videos cannot suggest or imply to any person to undertake any dangerous, unsafe or unduly risky activity, as may be determined in the Promoter's sole and absolute discretion.

- Videos that represent the Promoter in a negative way or in any manner not consistent with its brand and/or reputation, as determined in the Promoter's sole and absolute discretion, will not be accepted.

- The Promoter reserves the right to disqualify and de-list without notice any entries which do not comply with these terms and conditions, including any entries which the Promoter reasonably believes are obscene, unoriginal, copied, fraudulent, likely to infringe a third party's proprietary rights, inappropriate, not relevant or which YouTube has classified as age-restricted.

The Short Listing Process

- A short list of the top 10 entries will be selected by a voting panel comprised of a representative of the Promoter, a known waste reduction blogger, a representative from a local Wrexham school and a representative from WRAP. The top 10 entries will be those entries which, in the opinion of the judges, best demonstrate the spirit and values of the Promoter in the most appropriate and original manner.

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- The judging of the entries for the short list will take place on or about Monday 2 November 2009. The entrants of the ten short listed entries will be notified by YouTube (using the account details provided at the time of entry) within seven days of the Closing Date.

- If you have been contacted by the Promoter for confirmation of your age and place of residence, you must have submitted such details to the Promoter before the Closing Date in order to be eligible for the short list.

- The panel's decision is final and no correspondence will be entered into. The full names of the judges are available from the Promoter on written request.

The Voting Process and Award of the Prize

- The short listed entries will be placed on www.tetrapakrecycling.co.uk/squash, within seven days of the closing date for entries into the Competition, where the public will be able to vote for their favourite. The public vote will end at midnight on Sunday 29th November 2009.

- The Winner will be the entrant whose video receives the most votes from the public by the end of the voting period. Each individual is only allowed to vote once and any duplicate votes will be discounted. In the event of any manipulation of the voting system being suspected (for example spamming and unsolicited emails), the Promoter reserves the right to refer the selection of the winning entry to the panel detailed above. The panel's decision shall be final.

- The Winner will be notified via YouTube account message within 40 days after the closing date of the public voting. Within 21 days of being notified the Winner shall be required to send the Promoter confirmation of their prize choice (only applicable if the Winner is over 18) and full details of their postal address to which the prize will be delivered. Please note that, if the Winner is under 18 years of age, the consent of a parent or legal guardian to (i) receive the prize (Prize A only); (ii) disclose details of the postal address; and (iii) re-confirm the consent provided at entry to participate in publicity and to publication of the Winner's name and county on this website, is also required.

- If the Promoter cannot: (i) contact the Winner directly (using the details provided to the Promoter at the date of entry) within 21 days of the end of the Competition; or (ii) the Winner does not return full details of its postal address to the Promoter within 21 days of notification that they have won the prize; or (iii) any Winner under the age of 18 does not obtain the required consents from a parent or guardian within 21 days of notification that they have won the prize, the Promoter reserves the right to award the prize to the entrant of the entry which received the second highest number of public votes.

- If Prize A is chosen, the Promoter shall send the prize to the Winner within 60 days of receiving their postal address (and the required consents as applicable).

- An expedition forming part of Prize B will involve various physical and emotional demands and the standard of living (including food, hygiene and accommodation) may be below the standards of the UK. By choosing Prize B as you are deemed to understand and accept all health and other risks associated with such an expedition.

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- If Prize B is chosen, the Promoter will send the Winner the list of volunteer holiday options. The Winner must, within 28 days of the list being sent, select one of the options to take as the prize. Choice of destination may be subject to availability, restrictions and to travel within certain dates. The trip must be completed within one year of the Winner confirming Prize B as their prize choice or the prize will be forfeited in its entirety and the Winner will have no further claims or rights.

- The Winner will be required to enter into a formal contract with the tour operator (currently Global Vision International Limited) to confirm the details of the trip which the Winner will take as the prize.

- As part of Prize B, the Winner shall be responsible for obtaining all necessary visas and travel insurance. However, the Promoter shall (on receipt of proof of purchase) reimburse the Winner for the costs of such purchases.

- The Winner is responsible for ensuring that they have a valid passport and have obtained any necessary vaccinations. The whole or any part of Prize B may be subject to the terms and conditions imposed by the airline and/or the tour operator.

Publicity

- The name and county of the Winner together with details of their choice of prize and winning video will be posted on the applicable Competition section of this Website.

- The Winner may be required to participate in publicity arising from award of the prize and by entering the Competition you agree and provide consent to take part in such publicity (including consenting to the Promoter and its agents using the Winner's name, county, photograph, likenesses and winning video in published material and advertising connected with the Promoter's business without restriction). **Please note that, if you are under the age of 18 at the time of entry to the Competition, you are hereby agreeing to participate in such publicity and publication of your personal information on the Promoter's website in the event that you win the prize. If you are in any doubt as to the implications of providing such consent please ask a parent or guardian to clarify matters for you and ensure that such parent or guardian consents to use of this website and entry to the Competition on the basis of these terms and conditions**.

General

- To the fullest extent permitted by law, the Promoter accept no responsibility for, and the Winner assumes all liability for any loss, injury, damage or liability caused or claimed to be caused by the participation in this Competition or use or redemption of any prize.

- The Promoter cannot be held responsible for the failure to fulfil the obligations of any of the third parties involved in the Competition, although the Promoter will always endeavour to minimise the effect of any such failure.

- The prize is awarded subject to availability and, unless otherwise agreed in writing by the Promoter, is non-transferable. If, due to circumstances beyond the control of the Promoter, the prize has to be changed at any time, the Promoter reserves the right to provide an

alternative prize similar in quality and value. No cash alternatives (in whole or in part) will be provided. Any pictures of the prizes are for illustrative purposes only.

- The Promoter reserves the right to cancel, alter or modify the Competition without prior notice for any reason (including the judging panel and any time period detailed in these terms) and will not be liable for any such cancellation, alteration or modification.

- If any provision of these terms and conditions is held to be invalid or unenforceable all remaining provisions will remain in full force and effect. The Competition and these terms and conditions are governed by the law of England and Wales. The Promoter recommends that you print out a copy of these terms and conditions for future reference.