

“Christmas Factor” Competition Terms and Conditions 2009 Church Competition

Competition Rules

The following competition rules (“Rules”) govern your participation in the “Christmas Factor” free-to-enter Christmas carol competition (“Competition”) being operated by Ecclesiastical Insurance Office Plc (“EIO”) and ChurchAds.Net (“CAN”) through these websites (www.ecclesiastical.com; www.churchads.net). Before uploading any content for entry into the Competition (“Content”) and any material onto CAN’s website (www.churchads.net) we would strongly advise that you should read our statement of purpose and guidelines. All Content and other materials shall be uploaded onto the CAN website (www.churchads.net).

In these Rules the terms “we”, “us”, “our” and “ours” mean EIO and CAN and the terms “you”, “your”, and “yours” mean the person uploading any Content or other material to our servers under these rules.

These Rules should be read in conjunction with the general website terms and conditions use and our privacy policy.

If there is any conflict between (i) these Rules and (ii) the general website terms and/or the privacy policy, these Rules shall prevail.

The Competition is open to residents of the United Kingdom only. Although there are no age restrictions for entrants, you must be 18 years old or over to upload Content and other materials to CAN’s website or submit entries by post.

By uploading Content and other materials and submitting entries by post, you indicate that you accept these Rules and that you agree to abide by them.

Competition Prizes for 2009

Prize for the winning entry: £1,000 to the church of your choice. The winning carol will be professionally arranged and will be performed to the author of the carol on their doorstep. The £1,000 prize will be made payable to the church of your choice and presented only to the person submitting the winning Content. Prizes are not transferable and no cash alternative is available in respect of non-cash prizes. We reserve the right to alter the prizes to prizes of similar value should it be necessary to do so for any reason. We additionally reserve the right to require winners to provide, as a condition to award of the applicable prize, evidence of the necessary licences, rights and permissions to use all materials and performances comprised within or forming part of the winning Content.

Competition Timetable

Entries for the Competition for the year 2009 can be submitted from 5 October 2009. All entries for the Competition for the year 2009 must be submitted by 5pm on 27th November 2009. We will update these websites as soon as possible with details for any Competition we may decide to run for

the year 2010. If you upload material to CAN's website after the date that we close the Competition for the year 2009 and before we announce details of any Competition for the year 2010, that material will not be entered into any Competition, although all applicable terms of these Rules will continue to apply to such material.

Once the Competition for the year 2009 has closed, our judging panel will consider all eligible uploaded Content. The winner of the Competition will be notified and announced between 1st and 5th December 2009.

We reserve the right to amend any dates provided for in these Rules at our entire discretion without notice to you, although any such amendments will be posted to these websites as soon as practicable. We additionally reserve the right to cancel any Competition without liability to you should we consider it necessary to do so in extreme circumstances.

The decisions of the judging panel are final and we will not enter into any correspondence in relation to such decisions.

Content Standards

Content and other material uploaded to CAN's website must not:

- Contain any material which is defamatory or potentially defamatory of any person.
- Contain any material which is obscene, offensive, hateful or inflammatory.
- Promote or contain sexually explicit material.
- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Have been created in the course of your employment, except with the express written consent of your employer.
- Be prepared for commercial or promotional purposes.
- Infringe any copyright, database right, trade mark or any other right of any other person.
- Be likely to deceive any person.
- Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal or dangerous activity.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
- Give the impression that the Content emanates from or is endorsed by us.
- Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.
- Contain anything we consider to be materially at odds with our statement of purpose and guidelines.
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Content and other materials submitted for this Competition shall:

- Have the central theme of "Christmas starts with Christ": encouraging a renewed understanding of the Christmas celebration among Christians and non-Christians.

- Be no more than 3 verses and a chorus long.
- Include words and a suggestion of music.
- The lyrics shall be uploaded onto the CAN website (www.churchads.net) in either a Microsoft Word or PDF format. The music shall be uploaded onto the CAN website (www.churchads.net) in either Word or PDF format, or as a sound file. The entries may also be posted to Katri Link, Ecclesiastical Insurance, Beaufort House, Brunswick Road, Gloucester, GL1 1JZ. All entries submitted by post shall have a hard copy of lyrics, and a hard copy and/or sound file of the suggested music.
- Although there are no age restrictions for entrants, you must be 18 years or over to upload an entry to CAN's website or submit an entry by post.
- Entries must be received no later than at 5pm on 27th November 2009.
- The winning entrant shall be notified between 1st and 5th December 2009.

The judging panel will not consider for a prize any Content that is considered by us (acting reasonably) to breach any of the above Content Standards.

We will have the right to immediately remove any Content and other materials uploaded by you to our servers that we consider to be in breach of the above Content Standards, or in respect of which we receive any complaints alleging breach of such Content Standards.

In addition to the above, you must not misuse our servers or website by knowingly uploading viruses or other material which is malicious or technologically harmful. You must not as part of your involvement with the Competition attempt to gain unauthorised access to our servers or our website, or any server, computer or database connected to our website.

We will be entitled to notify the appropriate authorities should we consider any Content or other material uploaded by you to our servers to be in breach of any applicable law. We also have the right to disclose your identity to any third party who is claiming that any material uploaded by you to our servers constitutes a violation of their intellectual property rights, or of their right to privacy, or is defamatory of them.

Licence to Content

You will retain the intellectual property rights in any Content and other material created by you and uploaded to our servers provided that by uploading Content and other material created by you to our servers you grant us a non-exclusive royalty-free licence to use, copy, display, communicate, distribute and disclose to third parties any such Content through our websites for the purpose of our organisation and conduct of the Competition. You additionally grant us the right to amend and adapt any Content and other material uploaded to our servers by you in order to make it suitable for display on our websites.

You acknowledge that Content and other material uploaded to our servers by you will be reviewed by us in light of the Content Standards prior to being made available on our websites for viewing by other users. Our making available of such Content and other material to other users through these websites or by any other means does not constitute any admission that any Content or other material meets the Content Standards and shall not relieve you of any liability that you may have to us under these Rules.

We do not guarantee that any Content and other materials uploaded by you to our servers will be made available on our websites for viewing by other users.

Warranties

You warrant that any Content and other material uploaded by you to our servers will comply with the Content Standards set out above.

You further warrant that you own or have the necessary consents (including parental consent where necessary), licences, rights and permissions to use all materials and performances comprised within or forming part of the Content and any other material that you upload to our servers, and that you have all necessary licences, rights and permissions to grant the licence to us set out in these Rules.

Our liability

Nothing in these Rules shall limit our liability for death or personal injury caused by our negligence, for fraudulent misrepresentation or for any other liability that cannot be excluded under applicable law.

Except as provided above and provided that this clause will not operate as to enable us to refuse to pay or distribute any prizes to those adjudged as winners, we hereby exclude all liability of any nature or however arising (including where due to our negligence) to you or any other person in respect of the Competition, including without limitation, any claim you may seek to bring in respect of the loss of a chance should you be unable to upload Content to our servers for any reason, or for the loss of a chance to establish or enhance any reputation you may claim to have.

Except as provided above, in no event shall our liability to you, however arising, in respect of any Competition exceed the sum of £100.

Publicity

The winner of the Competition will be requested to provide publicity materials for use for the promotion of the Competition and may be requested to participate in other reasonable publicity in relation to the Competition from time to time.

General

We may amend these Rules at any time by placing a notice on these websites. Any such amendment is valid and binding upon you from the moment that it is placed on these websites.

No delay or failure by either you or us to exercise any powers, rights or remedies under these Rules will operate as a waiver of them nor will any single or partial exercise of any such powers, rights or remedies preclude any other or further exercise of them.

If any part of these Rules is held by any competent authority to be invalid or unenforceable in whole or in part, the validity or enforceability of the other parts of these Rules shall not be affected.

These Rules and any dispute or claim arising under them are governed by English law and the English courts shall have non-exclusive jurisdiction to settle any such disputes or claims.

Your concerns

If you have any queries regarding these Rules please contact Katri Link at katri.link@ecclesiastical.com.