

## **ECOPact Truck Design Competition T&C's**

The Promoter is: AGGREGATE INDUSTRIES UK LIMITED incorporated and registered in England and Wales with company number 00245717 whose registered office is at Bardon Hall, Copt Oak Road, Markfield, Leicestershire, LE67 9PJ

### **1. THE COMPETITION**

1.1 The title of the competition is to "Create a design to be displayed on our new ECOPact low-carbon concrete truck".

### **2. DESCRIPTION OF COMPETITION MECHANIC**

2.1 To enter the competition the participant must create a design to be displayed on the Promoter's new "ECOPact" low-carbon concrete truck by downloading and printing off the truck design template at <https://www.aggregate.com/give-truck-a-new-look> and submitting their design to [corporate.communications@aggregate.com](mailto:corporate.communications@aggregate.com) by the closing date.

### **3. HOW TO ENTER**

3.1 The competition will run from 10.00 on 25 January 2021 (the "Opening Date") to 23:59 on 1 March 2021 (the "Closing Date") inclusive.

3.2 All competition entries must be received by the Promoter at the email address set out at Clause 3.3 below by no later than 23:59 on the Closing Date. All competition entries received after the Closing Date are automatically disqualified.

3.3. To enter the competition, the participant must download and print off the truck design template from [www.aggregate.com/give-truck-a-new-look](http://www.aggregate.com/give-truck-a-new-look) complete their design and submit their design by email to [corporate.communications@aggregate.com](mailto:corporate.communications@aggregate.com) with their contact details by the Closing Date.

3.4 No purchase is necessary and there is no charge to register for use of the website.

3.5 The Promoter will not accept responsibility for competition entries that are lost, mislaid, damaged or delayed in transit, regardless of cause, including, for example, as a result of any equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind.

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

3.7 For help with entries, please contact [corporate.communications@aggregate.com](mailto:corporate.communications@aggregate.com).

3.8 Please see [www.aggregate.com/give-truck-a-new-look](http://www.aggregate.com/give-truck-a-new-look) for a copy of these competition terms and conditions.

3.9 The competition entries will be judged by a panel of judges at the Promoter who will choose one winner based on design merit. The winner will be notified by email or telephone (using details provided at entry) on or before 16 March 2021.

### **4. ELIGIBILITY**

4.1 The competition is only open to all children in the UK (excluding Northern Ireland) aged 16 years or under. You must obtain written parental or guardian consent to enter and claim your prize.

4.2 In entering the competition, you confirm that you are eligible to do so and eligible to claim the prize. The Promoter may require you to provide proof of age that you are eligible to enter the competition.

4.3 The Promoter 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 to the competition per household. Entries on behalf of another person will not be accepted and joint submissions are not allowed.

4.5 The Promoter reserves all rights to disqualify you if your conduct is contrary to the spirit or intention of the prize competition.

## **5. THE PRIZE**

5.1 The prize is the use of the participant's design by the Promoter in displaying it on an ECO-pact concrete truck. The prize is not negotiable or transferable.

## **6. WINNERS**

6.1 The decision of the judges nominated by the Promoter is final and no correspondence or discussion will be entered into.

6.2 The Promoter must either publish or make available information that indicates that a valid award took place. To comply with this obligation the Promoter will send the surname and county of major prize winners and, if applicable copies of their winning entries, to anyone who emails [corporate.communications@aggregate.com](mailto:corporate.communications@aggregate.com) within one month after the Closing Date of the competition.

6.3 If you object to any or all of your surname, county and winning entry being published or made available, please contact the Promoter [corporate.communications@aggregate.com](mailto:corporate.communications@aggregate.com). In such circumstances, the Promoter must still provide the information and winning entry to the Advertising Standards Authority on request.

## **7. LIMITATION OF LIABILITY**

Insofar as is permitted by law, the Promoter, its agents or distributors will not in any circumstances be responsible or liable to compensate the winner or accept any liability for any loss, damage, personal injury or death occurring as a result of taking up the prize except where it is caused by the negligence of the Promoter, its agents or distributors or that of their employees. Your statutory rights are not affected.

## **8. OWNERSHIP OF COMPETITION ENTRIES AND INTELLECTUAL PROPERTY RIGHTS**

8.1 All competition entries and any accompanying material submitted to the Promoter will become the property of the Promoter on receipt and will not be returned.

8.2 By submitting your competition entry and any accompanying material, you agree to:

- (a) assign to the Promoter all your intellectual property rights with full title guarantee; and
- (b) waive all moral rights,

in and to your competition entry and otherwise arising in connection with your entry to which you may now or at any time in the future be entitled under the Copyright, Designs and Patents Act 1988 as amended from time to time and under all similar legislation from time to time in force anywhere in the world.

8.3 You agree that the Promoter may, but is not required to, make your entry available on its website [www.aggregate.com](http://www.aggregate.com) and any other media, whether now known or invented in the future, and in connection with any publicity of the competition. You agree that the Promoter may require you to participate in publicity related to the prize draw which may include the publication of your name, photograph and other relevant information in any media. You agree to grant the Promoter a non-exclusive, worldwide, irrevocable licence, for the full period of any intellectual property rights in

the competition entry and any accompanying materials, to use, display, publish, transmit, copy, edit, alter, store, re-format and sub-licence the competition entry and any accompanying materials for such purposes.

## **9. DATA PROTECTION AND PUBLICITY**

9.1 The Promoter will only process your personal information as set out in the privacy policy which can be found at [www.aggregate.com/privacy-notice](http://www.aggregate.com/privacy-notice)

## **10. GENERAL**

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

10.2 The Promoter reserves the right to hold void, suspend, cancel, or amend the prize competition where it becomes necessary to do so.

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