

Island Views Poetry Competition

Competition Rules, Terms and Conditions and Privacy Statement

Competition Rules

All poems must be original work, written by the entrants. No third party may own or control any materials the poem contains, and the poem must not infringe upon the trademark, copyright, moral rights, intellectual rights, or rights of privacy of any entity or person. Entries must adhere to the following rules:

- No curse words
- No offensive or extremist views
- Under 16s need consent of a parent and/or carer
- Must not be offensive or extreme in its views. That includes images that attack, criticise or negatively focus on an individual or a group of people because of characteristics such as their age, disability, ethnic origin, gender identity, medical condition, nationality, race, religion, sex, or sexual orientation
- Nothing defamatory, libellous or illegal in another way
- Only one poem per person for entry into the competition

Entries will not be accepted unless submitted via the official contest channel. Entries not submitted through the proper channel will be deleted. Entries that violate the rules of the competition will be deleted. Entries will be judged by a shortlisting panel and then the Chief Minister and President of the Scrutiny Liaison Committee. All decisions are final. The States Greffe reserves the right to disqualify any entry that is deemed inappropriate or offensive. Submissions will not be accepted once the deadline lapses.

Terms and Conditions

1. These terms and conditions apply to all competitions featured in any publications and online services that are organised by the States Greffe (or a third party on the States Greffe's behalf).
2. By entering a competition, entrants accept these terms and conditions together with any specific instructions and terms for such competition which may be mentioned in any electronic messages, or on the website, or communicated to entrants in any other way ("competition information"). Such competition information shall prevail in

the event of there being any inconsistency between these competition terms and conditions and any competition information.

3. The States Greffe may cancel or amend any competition, competition information, or these terms and conditions without prior notice. Any changes will be posted either within the competition information or these terms and conditions.

Competition Entry

1. The competition is open to all residents of Jersey, Channel Islands. For the avoidance of doubt residents of Guernsey, the Isle of Man and the United Kingdom cannot enter competitions. The States Greffe may ask competition winners for proof of Jersey residency and if a competition winner is unable to prove their residency to the States Greffe's satisfaction, the States Greffe reserves the right to select an alternative winner. The minimum age for entrants is 13 years old, however, entrants under the age of 18 must provide contact details of a parent or guardian when entering. Employees and members of their immediate families (including any live-in partner or household member) of any of the following may not enter:
 - The States Greffe;
 - Any company involved in the organisation, management, promotion, or administration of the competition or its entry routes or donation of prizes or their agents or subsidiaries;
 - Any company involved in any capacity in the sponsorship of a competition or competition prize.
2. Where an entrant requires the details of their parent/guardian to be entered onto the entry forms, the States Greffe may ask for proof of age and in all competitions evidence to verify the identity of that entrant at any time, and may use any channels and methods available to carry out checks of any details provided. Entrants may only enter the competition in their own name.
3. The opening date of the competition is 26 August 2022 and the closing date is Wednesday 14 September 2022. Any entries received after the closing of the competition will be invalid and will not be entered into the competition.

4. By entering the competition entrants warrant that all information submitted by them is true, current, non-offensive and complete. Entrants also warrant that they are the copyright owners of any copyright works submitted, e.g. photographs and drawings, and the States Greffe's use of such works (which you will permit) will not infringe the rights of any third party.
5. Each entrant may only make one entry which must not exceed 40 lines. Entry to the competition may only be made by emailing their poem to statesgreffe@gov.je. Entrants should include their name and contact details and indicate if they are in the 11-18 or 19+ category. Entrants' will have their work displayed in the Royal Square and will be given the opportunity to perform their poem in the Square as part of the Corn Riots Festival.
6. (a) Mobile Internet entry Entrants may enter the competition by Mobile Internet. Follow the instructions to provide the required information to enter the competition. Entries without all the required information will be invalid. Mobile network operators may charge their customers for using the Mobile Internet/browsing tools. Entrants should contact their network operator for more details as these charges may vary depending on the entrant's mobile network operator and tariff.

(b) Web entry

Web entrants are required to follow the instructions on the website as indicated in the competition information. Entrants will receive a message confirming entry to the competition. Web entrants may be required to supply their full name and email address. The competition is free to enter.

7. Neither the States Greffe nor its servants, agents, nor any other party or organisation involved in the management, promotion, or administration of the competition or its entry routes or donation of prizes or their agents or subsidiaries involved in the competition will accept responsibility or liability for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft, destruction, alteration of, or unauthorised access to entries, or entries lost or delayed whether or not arising during operation or transmission as a result of server functions (including but not limited to security functions by software used by the States Greffe or any third party), virus, bugs, or other causes outside its control.

Entries submitted through agents or third parties or in bulk (i.e. more entries than a human being could submit in the time available without the use of software or other devices

designed to make automated entries) will not be accepted. No more than one prize per person per competition will be awarded.

Any entries which are incomplete, incorrect, inaudible, offensive, incomprehensible, or not received by the States Greffe will be void.

In the event of any fault, mistake, misunderstanding or dispute concerning the correctness or acceptability of the entry or any answers given by entrants (if applicable), or the operation of any part of the competition, network or phone system, the decision of the States Greffe shall be final and no correspondence will be entered into.

The States Greffe will not be liable to reimburse expenses incurred in making an entry in any competition.

Prizes

1. First place prize is a £100 Waterstones voucher. The two runners-up will each receive a £50 Waterstones vouchers.
2. The winner and runners-up will be chosen by the Chief Minister, Deputy Kristina Moore and President of the Scrutiny Liaison Committee, Deputy Sam Mezec.
3. The States Greffe will attempt to notify the winner within 21 days after the closing date, or as otherwise indicated in the competition information, and where time is of the essence for such a period as the States Greffe shall in its absolute discretion deem reasonable. The winner will be contacted via the email address provided when entering the competition. The winners will have a specified fixed time period in which to claim their prize. If the States Greffe is unable to notify the winner, or if the winner fails to respond within the fixed time period as specified and/or provide an address for delivery of the prize, this may result in forfeiture of the prize and the States Greffe reserves the right to select an alternative winner in accordance with these terms and conditions and the competition information.
4. The States Greffe may in its sole discretion refuse to provide a prize, or seek its recovery, in the event of non-entitlement under these terms or an entrant's breach of these terms, the Vote.je website's terms of use, fraud, dishonesty, or other

inappropriate or improper conduct including but not limited to the use of technology which enables an entrant to evade charges or entry requirements.

5. Any entrant who enters or attempts to enter the Competition in a manner, which in the States Greffe's determination is contrary to these terms and conditions or by its nature is unfair to other entrants may be removed from the Competition at the States Greffe's sole discretion.
6. The States Greffe reserves the right to modify, cancel, terminate or suspend the Competition in whole or in part, at its sole discretion, if it believes the Competition is not capable of being conducted as specified in these terms and conditions or in the event of a virus, computer bug or unauthorised human intervention or any other cause that is beyond the reasonable control of the States Greffe that could corrupt or affect the administration, security, impartiality, or normal course of the Competition.
7. The States Greffe reserves the right in its sole discretion to withhold delivery of the prize until such proof of eligibility and identity has been confirmed or if such proof is not produced on request or to disqualify the entrant from the competition.
8. The States Greffe shall try to deliver the prize to the winner within 28 days from the date of the draw, unless otherwise specified to the winner. Delivery restrictions may apply. No cash equivalent (where applicable) or alternative prize will be given and the prize is non-transferable and non-exchangeable. However, the States Greffe reserves the right to change the prize due to circumstances beyond its control or to offer an alternative of similar value.
9. In relation to all competitions, the first name and surname of the winner may be published by the States Greffe and entrants grant to the States Greffe a non-exclusive licence to use and publish their entry in any media for the purpose of announcing the winner.

Liability

1. Nothing in these terms and conditions shall exclude or limit the States Greffe's liability for death or personal injury caused by their staff or supplier's negligence or for fraud. Subject to this, the States Greffe cannot accept any responsibility for any

damage, loss, injury or disappointment suffered by any entrant entering the competition or as a result of accepting any prize. The States Greffe is not responsible for any problems or technical malfunction of any network or lines, computer on-line systems, servers, or providers, computer equipment, software failure of any email or entry to be received on account of technical problems or traffic congestion on the Internet or at any web site, or any combination thereof, including any injury or damage to entrant's or any other person's computer or mobile telephone related to or resulting from participation or downloading any materials in the competition.

2. The States Greffe cannot promise that the services relating to the competition will be free from errors or omissions nor that they will be available uninterrupted and in a fully operating condition. These services may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons reasonably beyond the control of the States Greffe. The States Greffe will not be liable in the event that all or any part of the service relating to the competition is discontinued, modified or changed in any way.

Standard terms

1. In the event that any entrant does not, or is unable to, comply with and meet these terms and conditions and the competition information, the States Greffe shall be entitled at its sole discretion to disqualify such entrant, without any further liability to such entrant. In these circumstances, any prize(s) won by the entrant may be forfeited and the States Greffe reserves the right to reclaim any prize(s) already distributed to the entrant. Any entrant must comply with any directions given to them by the States Greffe including but not limited to any and all relevant laws, rules and applicable regulatory codes.
2. The invalidity or unenforceability of any provision of these Terms and Conditions shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Terms and Conditions shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.
3. The promoter of the competition is; States Greffe, Morier House, Halkett Place, St Helier, Jersey, JE1 1DD

Privacy Statement

The States Greffe (“we”, “us” and “our”) is committed to protecting your personal data. The notice is addressed to entrants of the 2022 Island Views poetry competition (“you” and “your”). This Privacy Notice tells you why we need to collect personal information about you, what we will do with it, how we will look after it, and the intellectual rights of your poem. It also tells you about your legal rights in relation to your Personal Data. If you have any questions about this privacy notice, please contact us. Contact details are provided below.

WHO WE ARE

1. We are the States Greffe. The States Greffe provides an independent administrative support service to the States Assembly of the States of Jersey, its committees and its members equally, whether they are serving in the Executive, in Scrutiny or in their capacity as private members.

HOW YOUR PERSONAL DATA IS COLLECTED

2. Information you provide: When providing entry to the 2022 Island Views poetry competition we will ask for information about you, such as the name you use on social media and mobile number etc. This is known as your “Personal Data”. We will not ask you for special categories of information (for example criminal convictions, health, and religion). But for reference, this is known as your “Sensitive Personal Data”.

HOW WE USE YOUR PERSONAL DATA

3. We use your Personal Data and Sensitive Personal Data in the following ways:

- Data will be used for the purpose of contacting those who have won a prize from the 2022 Island Views poetry competition.
- The States Greffe may exercise its sole discretion to use the winner’s name and poem and their comments relating to the prize and competition experience for future promotional, marketing and publicity purposes in any media worldwide without notice or without any fee being paid.

LEGAL BASIS FOR COLLECTING AND USING YOUR PERSONAL DATA

4. We will only use your Personal Data if we have valid reasons for doing so. These reasons are known as our “legal basis for processing”. In certain circumstances we may ask for your consent to process your information. At other times we may be required to process your information to enable us to fulfil our part of the contract we have with you. There are

circumstances where we have a legitimate interest to process your personal data, for example to provide you with a service which you have requested. The legal basis for processing your Personal Data is,

- The legal basis for processing is for the ‘Legitimate interests of the data controller’, as it is essential in order to contact all competition winners.

WHO WE SHARE YOUR DATA WITH

5. In line with our Data Protection Policy and Procedures we can share your information, including Personal Data and Sensitive Personal Data, with the following parties for the purposes set out above:

- This data will not be shared with anyone outside of the States Greffe.

DATA PROCESSING OUTSIDE EUROPE

6. We will not transfer your Personal Data and Sensitive Personal Data outside of the European Economic Area.

HOW LONG YOUR INFORMATION WILL BE KEPT

7. We will keep your Personal Data and Sensitive Personal Data for up to 1 year from 15 September 2022. We will only keep your information if we need it for one of the reasons described above. We place great importance on the security of the Personal Data that we hold, including the use of physical, technological and organisational measures to ensure your information is protected from unauthorised access and against unlawful processing, accidental loss, alteration, disclosure, destruction and damage.

YOUR RIGHTS

8. The States Greffe shall comply with all applicable requirements of the Data Protection (Jersey) Law 2018 and any successor legislation or other applicable law. This law provides you with a number of legal rights in relation to your Personal Data, including the right:

- to request access to your Personal Data;
- to request correction of your Personal Data that is wrong or incomplete;
- to request erasure or the restriction of processing of your Personal Data;
- to request the transfer of your Personal Data in a structured; commonly used machine-readable format;

- not to be subject to automated decision making; and
- to withdraw your consent.

9. If you wish to exercise any of the rights set out above, or require further information about any of the rights, please contact us.

10. Where we need to collect your Personal Data, whether for the purposes of providing a service you have requested or under the terms of a contract we have with you, and you fail to provide that information when requested, we may not be able to provide the service or perform the contract. We may, therefore, have to cancel the contract or the service we provide to you but we will notify you if this is the case at the time.

11. There may also be times where we cannot stop using your Personal Data when you ask us to, but we will tell you about this if you make a request.

HOW WE WILL USE YOUR POEM

12. Your poem may be used by the States Greffe in communications, presentations, publicity, advertising and marketing materials, including on social media, at any time now or in the future. We may also make your poem available on statesassembly.gov.je. We may share your poem with other organisations we work with on particular projects or events, though how and why they can use them will be restricted.

13. You irrevocably agree that the States Greffe has the right to use the poem as it reasonably requires for the purposes set out in this form. You shall not be entitled to any payment or royalty now or in the future.

14. You shall retain copyright to your poem. The States Greffe will have a perpetual, royalty-free, non-exclusive, sub-licensable right and worldwide license to use your poem as set out in this form and in the competition Terms and Conditions.

15. The States Greffe may reproduce, modify, revise, enhance, adapt, develop, publish, translate, edit, update, move, re-issue, delete or create derivative works from your poem, and may distribute, display and exercise all rights with respect to it, and/or incorporate your poem in other works, in any media now known (including social media) or later developed, for the full term of any rights that may exist in your poem.

CONTACTING US

16. If you have any questions or comments about this privacy notice, contact the Greffe at:

Digital and Public Engagement Team

Morier House, Halkett Place

St Helier

JE1 1DD

statesgreffe@gov.je

COMPLAINTS

17. You have the right to complain about how we treat your Personal Data and Sensitive Personal Data to the Jersey Office of the Information Commissioner.

Visit <https://jerseyoic.org/make-a-complaint>

Or

email enquiries@jerseyoic.org or call 01534 716530 between 8:45am and 5pm (Monday to Friday).

CHANGES TO THIS NOTICE

18. We may update this Privacy Notice from time to time. We will notify you of the changes where we are required by law to do so.