

## General Competition Terms & Conditions

### 1 Introduction

- 1.1 These terms and conditions apply to all competitions, prize draws, promotions, giveaways and suchlike, featured in any publications and online services that are organized by the Caribbean Centre for Renewable Energy and Energy Efficiency (“CCREEE”) (or a third party on the CCREEE’s behalf).
- 1.2 Entry and participation in any competition shall be deemed an unconditional acceptance of these terms and conditions together with any specific instructions and terms for such competitions which may be mentioned in any electronic messages, or on the website, or communicated to entrants in any other way (hereinafter referred to as “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.
- 1.3 Competitions hosted by the CCREEE on social media platforms are in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter, Instagram, LinkedIn or any other social network.
- 1.4 The CCREEE may cancel or amend any competition, competition information, or these terms and conditions without prior notice. Any changes made shall be posted either within the competition information or these terms and conditions.

### 2 Eligibility

- 2.1 Entrants must be residents of the countries specified in the competition information.
- 2.2 Entrants must be at least 18 years old unless otherwise stated in the competition information.
- 2.3 Competitions shall not be entered into if, on the date it is announced, the required profile of entrant is not conformed to. For example, a competition limited by age. Any such entries shall be deemed invalid.
- 2.4 The opening and closing dates and times for entries are as indicated in the competition information. Any entries received before the opening and after the closing of the competition will be invalid and will not be entered into the competition.
- 2.5 By entering the competition entrants warrant that all information submitted by them is true, current, and complete. Entrants also warrant that they are the copyright owners of any copyright

works submitted, e.g. photographs and drawings, and the CCREEE's use of such works will not infringe the rights of any third party.

- 2.6 Any limit on the number of entries a person or household may make will be clearly stated in the competition information. Entries received that exceed this limit will be invalid and will not be entered into the competition.
- 2.7 Entrants must not be employees, officers or agents of the CCREEE or of any person or organization involved in the running of the competition on the behalf of the CCREEE, unless otherwise stated in the competition information.

### **3 Competition Entry**

- 3.1 Entry to the competition may only be made through the applicable method(s) indicated in the competition information. Not all of the following methods of entry may be available for entry to each competition. The following terms and conditions will apply where the method is indicated as being available in the competition information.
  - a) Website entry  
Where specified in the competition information as an available method of entry to the competition, web entrants are required to follow the instructions on the website as indicated in the competition information. Entrants may receive a message confirming entry to the competition. Web entrants may be required to supply their name, and/or email address and/or a contact telephone number and/or any other details.
  - b) Email entry  
Where specified as an available method of entry to the competition, e-mail entrants may enter the competition by sending an e-mail with the information indicated in the competition information and at the email address indicated. Entrants may receive a message confirming their entry to the competition.
  - c) Entry via social network sites  
Where specified as an available method of entry to the competition, social network site entrants may enter the competition by responding with the information indicated in the competition details by posting their answer within their comment, or as otherwise indicated in the competition information.
- 3.2 Any entries which are incomplete, incorrect, inaudible, incomprehensible, or not received by the CCREEE will be void.

- 3.3 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, the decision of the CCREEE shall be final.
- 3.4 The CCREEE will not be liable to reimburse expenses incurred in making an entry in any competition.
- 3.5 Neither the CCREEE nor its servants, agents, nor any other party or organization 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 unauthorized 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 CCREEE or any third party), virus, bugs, or other causes outside its control.
- 3.6 The CCREEE reserves the right to disqualify any entrant who enters or attempts to enter the Competition in a manner, which in the CCREEE's determination, is contrary to these terms and conditions or by its nature is unfair to other entrants.
- 3.7 All decisions of the CCREEE will be final and binding. No correspondence will be entered into.

#### **4 Judging**

- 4.1 Competition entries shall be judged or winners selected on the basis of those criteria specified in the competition information.
- 4.2 If a competition entrant does not meet the eligibility requirements or is subject to any entry restrictions, that entrant shall not be entitled to be adjudged a winner, and will not be entitled to a prize in any circumstances.
- 4.3 The decision of the CCREEE in respect of all matters to do with the competition will be final and no correspondence will be entered into.

#### **5 Prizes**

- 5.1 Competition prizes are as specified in the competition information.
- 5.2 The process for determining the winner of the prize is as indicated in the competition information. Where the winner is randomly selected from all correct and valid entries, the draw for the winner will take place within a reasonable number of days after the date on which the competition closes.

- 5.3 Reasonable attempts will be made by the CCREEE to notify the winner within [Number of Days] after the competition closing date, or as otherwise indicated in the competition information.
- 5.4 The winner will be contacted on the phone number, or email address or other means of contact provided when entering the competition. The winner will have a specified fixed time period in which to claim his or her prize. If the CCREEE is unable to notify the winner, or if the winner fails to respond within the fixed time period as specified, this may result in forfeiture of the prize and the CCREEE reserves the right to select an alternative winner in accordance with these terms and conditions and the competition information.
- 5.5 The results of a competition will be announced on the CCREEE's website and/or other platforms within [Number of Days] following the closing date of the competition. The announcement may include the name and photograph, or region of residence and prize details of each prize winner.
- 5.6 Prizes must be collected in person unless otherwise advised by the CCREEE. Photographic Identification will be required.
- 5.7 Where prizes are posted, the CCREEE accepts no liability for the safe and effective postal delivery of a prize.
- 5.8 Subject to the absolute discretion of the CCREEE, a winner may nominate a designated representative to collect the prize. The representative will be asked to provide written authorization from the winner and identification for both the winner and the representative.
- 5.9 Winners under the age of 18 must be accompanied by a parent or guardian when collecting their prize. Both the winner and their parent/guardian must provide photographic identification.
- 5.10 Prizes are subject to availability and the CCREEE reserves the right to substitute any prize with another of equivalent value without giving notice.
- 5.11 Where a winner chooses not to accept a prize, they forfeit any and all claims to that prize, which will be dealt with at the sole discretion of the CCREEE.
- 5.12 All prizes are accepted at the sole risk of the winner and the CCREEE excludes all warranties in connection with any prize.
- 5.13 The CCREEE is not liable for any costs relating to the collection of prizes.
- 5.14 No cash alternative to the prizes will be offered. The prizes are not transferable and must (where applicable) be used on the dates specified and may not be redeemed for cash.
- 5.15 Where prizes are to be provided by a third party, the winner(s) will be required to complete all appropriate or applicable booking or other formalities required by such provider.

5.16 The CCREEE accepts no responsibility or liability for the acts or defaults of third parties.

## **6 Publicity and Data Protection**

- 6.1 The CCREEE may undertake publicity activities relating to competitions and prize awards. Competition winners may be required by the CCREEE to participate in a photo and/or video session, and hereby agree that the CCREEE has the right to use such publicity photos and/or videos in any medium and in any reasonable manner it sees fit. The winner also agrees to the use of their name and disclosure of country or region of residence in any post-prize publicity.
- 6.2 The CCREEE (or any third party nominated by the CCREEE) may exercise its sole discretion to use the winner's name, country or region of residence, likeness, image and/or videos and their comments relating to the prize and competition experience for future marketing and publicity purposes in any media worldwide without notice or without any fee being paid.
- 6.3 By submitting their personal details, the entrant agrees to the CCREEE processing those details in accordance with the purposes made known the entrant at the time of collection and in accordance with the CCREEE's privacy policy.
- 6.4 The CCREEE shall comply with all applicable requirements of the Barbados Data Protection Act 2019, any successor legislation or other applicable law.

## **7 Exclusion of Liability**

- 7.1 The CCREEE shall not be liable for any cost, expense, damage, loss, injury or disappointment arising out of or in any way connected with the competition or as a result of accepting any prize other than those costs and expenses specifically provided for in the prize (if any).
- 7.2 The CCREEE accepts no liability (and excludes all liability) for any loss of profit, business, contracts, revenues or anticipated savings or for any special, direct, indirect or consequential loss of any nature howsoever arising.
- 7.3 The CCREEE shall not be liable to perform any of its obligations under the competition or in respect of the prizes where it is unable to do so as a result of circumstances beyond its control and shall not be liable to compensate winners in such circumstances.

## **8 Standard Terms**

- 8.1 These terms and conditions shall be governed and construed in accordance with the Laws of Barbados.

- 8.2 If any provision contained herein shall be invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 8.3 Where the CCREEE has special contest Terms and Conditions in relation to a particular contest, then they (the special terms and conditions) will prevail in the event of inconsistency between those special contest Terms and Conditions and these general terms and conditions.
- 8.4 The CCREEE may terminate any contest at any time at its absolute discretion. In the event of such termination, The CCREEE may, at its absolute discretion, elect not to award any prize in respect of the terminated contest.
- 8.5 A failure by the CCREEE to enforce any of these contest terms and conditions in any instance(s) will not give rise to any claim by any individual.
- 8.6 The CCREEE may change these General Contest Terms and Conditions from time to time.