

M&S Company Archive eLearning Hub competition 'Advertise the Archive' Terms and Conditions

About the Competition

1. The promoter of this competition is Marks and Spencer plc, Waterside House, 35 North Wharf Road, London W2 1NW ("**M&S**").
2. Marks & Spencer is a registered data controller with the Information Commissioner's Office (registration number Z6046528). We respect your right to privacy and will only process personal data you provide to us in accordance with the Data Protection Act 1998, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and other applicable privacy laws. For more information see the Marks & Spencer Privacy Policy by [clicking here](#).
3. By entering the competition you agree to the below terms and conditions, to be bound by the decisions of M&S and to receive email notifications from M&S in relation to the competition.

Entering the competition

4. Submissions to be emailed to marksintime@grayling.com
5. This competition is open only to permanent UK residents.
6. To enter, participants must submit a piece of advertising in print or broadcast format. Broadcast entries must be no longer than two minutes and should be submitted in MP3 or MPG format. Print entries must be one side of A4 and submitted in JPEG, PPT, PDF or Word format.
7. M&S will not reimburse any costs or expenses arising from the production and submission of entries.
8. By entering the competition participants confirm that they do not have a criminal record and consent to background checks being made on them by M&S.
9. Only one entry per school. No entries on behalf of third parties will be accepted.
10. The competition will start on Monday 29th April 2013 at 9am.
11. Closing date for entries to this competition is Friday 31st May 2013 at 5pm.

The prize

12. The prize for the winning piece of advertising is an M&S Company Archive experience session for their class. The M&S Company Archive experience will take the form of either a visit from the touring archive display or a class trip to the Marks in Time exhibition, depending on the location of the school, which will consist of a class trip to the M&S University Archive at the University of Leeds **OR** a visit from the M&S Company Archive touring exhibition to the winning school. The winning piece of advertising will also be displayed in a temporary exhibition space at the M&S Marks in Time Exhibition in Leeds, will feature on the homepage of the new eLearning hub, and also be used to promote the new eLearning hub online and to schools.
13. Runners up will have their work on display at the Marks in Time Exhibition.
14. Each school may only win one prize.

Choosing the winner[s]

15. An M&S panel (which shall include an independent judge) shall select one school that has created a piece of advertising that best highlights the resources available to schools on the M&S Company Archive eLearning Hub from all the entries received as the winner of the competition (the "**Winner**").
16. M&S will notify the Winner by Friday 14th June 2013 and the Winner shall have until Friday 28th June 2013 to accept the prize (the "**Acceptance Date**"). Should the Winner not accept the prize by the Acceptance Date the judges' second choice shall be the Winner and shall be notified by Friday 5th July 2013.

General

17. The prize is non-transferable, non-refundable and subject to availability. There is no cash alternative.
 18. No purchase is necessary in order to enter the competition.
 19. M&S' decision is final and binding and no correspondence will be entered into regarding the outcome of the draw.
 20. No responsibility will be taken for late, lost, indecipherable or misdirected entries or for any failure of communication resulting from incorrectly supplied information.
 21. M&S reserves the right to check the validity of any entry and the identity of any entrant or winner and to refuse entry or refuse giving the prize if M&S reasonably considers the entry and/or winner to be in breach of the terms and conditions.
 22. If M&S at any time considers an entry is inappropriate and/or fails to comply with its social media guidelines, or that the entrant has otherwise failed to comply with these terms and conditions, it may disqualify the entry.
 23. Prize details are correct at date of publication. M&S reserves the right to substitute any element of the prize with a prize of, what is in its opinion, a similar nature and/or value should any element of the prize become available for any reason.
 24. M&S reserves the right at any time in its sole discretion to cancel, modify or supersede the competition if it believes, in its sole discretion, that the competition is not capable or is likely not to be capable of being conducted fairly or as specified within these terms and conditions due to events beyond its control (including, without limitation, a virus, a computer bug or unauthorised human intervention or any other cause beyond the reasonable control of M&S that could corrupt or affect the administration, security, impartiality or normal course of the competition).
 25. Provision of this prize is subject to the Winner (a) signing a prize acceptance form and (b) accepting all terms and conditions of third parties involved in the prize (to be provided with the prize acceptance form).
 26. The winner may be required, subject to their consent, to take part in reasonable post-competition publicity for M&S which may include filming, photography or other recordings required by M&S or other third parties for publicity purposes and the winner agree to the use of their personal data for such purposes. The winning school may be asked to take part in photography to support a press release, which will be issued to regional print and broadcast media.
 27. The entrant agrees to assign all copyright and intellectual property developed during this competition as part of their entry exclusively to M&S, and, if required the entrant shall enter into a contract with M&S on agreed terms. Entries cannot be returned.
 28. The Winner's name and county will be available by sending a stamped addressed envelope within one month of the result to eLearning Hub Competition, M&S Company Archive, Michael Marks Building, University of Leeds, Leeds LS2 9JT.
 29. Nothing in these terms and conditions shall limit in any way M&S' liability for death or personal injury caused by its negligence. Subject to that, M&S shall have no liability for any delay and/or failure to perform any obligation to the Winner or other entrant that is caused by: (a) technical problems of any kind which may limit or prevent any person's participation in the competition; (b) any loss or damage arising from or in connection with the allocation of the prize; (c) any act or omission of any third party; or (d) any other events beyond M&S' control that may cause the competition to be disrupted or corrupted or may lead to loss of the prize.
 30. If any of these terms and conditions is found by a court or regulator to be invalid or unenforceable the other provisions shall continue to apply.
 31. The promotion shall be governed by the laws of England and Wales.
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