

Rail Safety Week Competitions (organised by Rail Forum)

These terms and conditions apply to any and all 'Rail Safety Week' competitions ("**Competition/Competitions**") organised by Rail Forum, John Ellis and Paul Duval House, Nelson Street, Derby (the "**Promoter**") as part of Rail Safety Week. By entering a Competition, you agree to be bound by these terms and conditions ("**Terms and Conditions**"). Promotional materials relating to the Competitions, including all information on how to enter as detailed on the Rail Safety Week website ([Rail Safety Week](#)) (the "**Website**"), also form part of the Terms and Conditions. All information submitted in connection with any Competition will be processed in accordance with our privacy policy accessible at <https://www.railforum.uk/privacy-policy/>, any prize provider's privacy policy and the Terms and Conditions.

Participation in the Competitions

1. The Competitions are open to residents in the United Kingdom only.
2. Participants must be within the age range set out for the Competition and must have a parent or guardian agreement to take part.
3. The following individuals are not eligible to enter the Competitions:
 - a) employees and agents of the Promoter or any of the Competition prize sponsors;
 - b) employees and agents of any organisation directly connected with the operation or fulfilment of the Competition (including third party promotional partners) and their respective associated, affiliated or subsidiary companies; and
 - c) the immediate families and household members of all such employees and agents referred to in (a) and (b).
4. The start and closing dates for any Competition will be stated on the Website. All entries must be received by the closing date. Any entries received after the closing date will be void.
5. Entries received which are not submitted via the official entry method will not be accepted. Any illegible, incomplete or fraudulent entries will be rejected.
6. Entrants may make a maximum of one entry per person.
7. Competition winners (and runners up, if applicable) will be selected as follows:
 - **Colouring Competitions:** the winners for each age group will be selected by an industry judging panel incorporating the Competition sponsors and artist.
8. The decision of the Promoter or judges nominated by the Promoter is final and no correspondence or discussion will be entered into.
9. Prizes are subject to availability, as stated and are non-exchangeable and non-transferable. There is no cash or other alternative to the prize in whole or in part.
10. Winners are responsible for paying all associated costs that are not specifically stated in prize details, including (where applicable) transport, accommodation, meal costs, spending money, insurance and all other incidentals. Winners are also personally responsible for any personal or incidental expenses and any VAT, national and/or local tax liabilities incurred in claiming or using the prize. By participating in the Competition, entrants agree that the prize is awarded on an "as is" basis, and that neither the Promoter nor any of its subsidiary or affiliated companies, make any representations or warranties of any nature with respect to the prize.

11. If, for reasons beyond the Promoter's reasonable control the Promoter is unable to award the prize as described, the Promoter reserves the right to award a prize of a similar nature and an equivalent value, or at its sole discretion, the cash value of the prize.
12. Where a prize includes a gift card or a voucher, such prize will be for a pounds sterling amount.
13. The Promoter may amend or withdraw any element of a Competition for reasons beyond their reasonable control, including but not limited to the unavailability of the competition or prize draw entry platform before the closing date, or for strike, lock-out, labour dispute, illness, act of God, natural disaster, adverse weather conditions, war, riot, civil commotion, accident, public health concern in relation to potential infection, epidemic or pandemic, malicious damage, fire, flood and/or storm, compliance with law or governmental order, rule, regulation or direction, breakdown of plant, machinery or transportation. The Promoter is not responsible for any loss or damage caused to you as a result of any of these occurrences.
14. Unless otherwise stated in the Terms and Conditions, winners (and runners up if applicable) will be notified by phone or using the other contact details provided to the Promoter by the date stated on the Rail Safety Week website. All reasonable endeavours will be made to contact the winners during the specified time. If a winner cannot be contacted or is not available, the Promoter reserves the right to re-draw or select another winner from the valid/correct entries that were received. Winners may be required to submit valid identification before receiving their prize.
15. Winners will be required to confirm acceptance of the applicable prize within 14 days of having been notified. If the winner has not claimed their prize by the date specified or the winner refuses or is unable to provide an eligible postal address for receipt of their prize, the Promoter reserves the right to award the prize to another entrant.
16. Unless otherwise stated in the Terms and Conditions, the prize will be delivered within a reasonable time and by no later than 28 days after the prize has been accepted.
17. The Promoter proposes to make available a list of winners of the Competitions, subject to any objections from the relevant individual's parents or guardians. Winners will be listed on the Website. If a winner's parent or guardian objects to this information being made available, they should inform the Promoter at the earliest opportunity using email rsw@railforum.uk.
18. Winners acknowledge that the Promoter may still be required to share their details with the Advertising Standards Authority or other regulators.
19. The Promoter will collect and process entrants' personal information in accordance with the privacy at <https://www.railforum.uk/privacy-policy/>. The information provided may be shared with any third party prize provider (including those outside the UK/European Economic Area) who will process such information in accordance with their own privacy policy. Information provided by entrants will be used for the purpose of conducting the Competitions (including for prizes to be delivered) and other purposes as may be specified and/or consented to at the time of entry or on promotional materials. If entrants do not provide any of the mandatory information requested when participating in the Competition, their entry will be void.
20. If a winner (or runner up) objects to any or all of their name, age, county and winning entry being published or made available, they should contact the Promoter at the address given above. In such circumstances, the Promoter must still provide the information and winning entry to competent authorities, including the Advertising Standard Authority, on request.
21. If entrants do not provide any of the mandatory information requested when participating in the Competitions, their entry will be void.
22. The Promoter reserves the right to require the entrants to prove that they are eligible. If a winner is found to be ineligible, the Promoter reserves the right to award their prize to another entrant and to require the return of any prize already awarded.

23. The provision of the prize does not imply endorsement by the Promoter of the prize provider or other third parties concerned in any way with the Promoter. Any complaints or queries relating to the use of the prize should be directed to the prize provider.
24. Unless otherwise stated in the promotional materials, this Competition is in no way sponsored, endorsed or administered by, or associated with, the manufacturer or service provider of the relevant prize. You are providing your information to the Promoter and not to the manufacturer or service provider of the relevant prize.
25. Entrants must not do anything illegal and/or dangerous and/or that would put themselves or others at any risk. Save where it has been negligent, the Promoter will not be responsible for any damage, loss or injury resulting from entrants' entry into the Competition or their acceptance and/or use of the prize, or for technical, hardware or software failures, lost, faulty or unavailable network connections or difficulties of any kind that may limit or prohibit entrant's ability to participate in the Competition. The Promoter will not be responsible for any lost, damaged, defaced, incomplete, illegible or otherwise unreadable entries. Proof of posting is not proof of receipt by the Promoter of any entries. Nothing in the Terms and Conditions shall in any way limit the Promoter's liability for death or personal injury caused by its negligence or for any other matter where liability may not be limited as a matter of law.
26. The Promoter reserves the right at any time to cancel, modify or supersede the Competition (including altering prizes).
27. The Promoter reserves the right to amend the Terms and Conditions. Any amendments will be published on the Website.
28. The Terms and Conditions are governed by English law. The courts of England shall have exclusive jurisdiction to hear any dispute or claim arising in association with the Competition(s) or the Terms and Conditions.