

Terms & Conditions

The giveaway is open to schools, nurseries, play groups and community groups.

The individual entering this competition on behalf of a school, nursery, playgroup or other community group ('the entrant') must be aged 18 or over'.

Employees of National Galleries of Scotland or their family members, or anyone else connected with the competition may not enter the competition.

Entrants into the competition shall be deemed to have accepted these Terms and Conditions. By registering your interest you are agreeing to receive emails from National Galleries of Scotland connected to this giveaway.

To enter the competition you must confirm acknowledgement of all the requirements to enter and submit your statement as to why your school, nursery, play group or community group should receive this equipment in no more than 150 words. All entries must be received via: <https://www.nationalgalleries.org/creature-feature-play-area-equipment>

Only one entry per organisation. National Galleries of Scotland accepts no responsibility for entries that are lost, delayed, misdirected or incomplete or cannot be delivered or entered for any technical or other reason. Proof of delivery of the entry is not proof of receipt by National Galleries of Scotland.

The closing date for entries is 9am on 4 October 2021.
Entries received outside this time period will not be considered.

Competition entries shall be considered by a panel of judges (consisting of representatives from National Galleries of Scotland) who shall decide, at their absolute discretion, the winner. The decision of the judges shall be final and binding and no correspondence shall be entered into by National Galleries of Scotland.

The winner/s will receive all/ an element of the Creature Feature play area dependent on what they have stated they can take in their original submission.

National Galleries of Scotland accepts no responsibility for costs associated with the play area and winner/s will be responsible for transportation and installation costs.

The equipment has been manufactured for temporary use only, although it will last up to approximately 2 years if cared for. The equipment is suitable for installation on a grass surfaces only. The winner must comply with all installation guides and equipment only for use for 2 years and agree to dismantle it by its end of life.

The winner will be notified by email on 7 October 2021.

If the winner does not respond to National Galleries of Scotland by the 12 October 2021, 12 noon then the winner's prize will be forfeited and National Galleries of Scotland shall be

entitled to select another winner in accordance with the process described above (and that winner will also have to respond to notification within 4 days or else they will also forfeit their prize). If a winner rejects their prize of the entry is invalid or in breach of these Terms and Conditions, the winner's prize will be forfeited and National Galleries of Scotland shall be entitled to select another winner.

The winner must be able to collect their prize on the 27 October 2021 from the Scottish National Gallery of Modern Art, 75 Belford Road, Edinburgh EH4 3DR. The name and country of the winner/s can be obtained after 27 October 2021 by sending a stamped addressed envelope to the following address: Marketing and Communications department, National Galleries of Scotland, The Studio, 75 Belford Road, Edinburgh EH4 3DR.

Any play equipment items received are non-returnable and neither National Galleries of Scotland nor Old School Fabrications will be liable for any injury sustained relating to movement, installation or usage of equipment once it is de-installed from Modern One.

The winner/s may be required to take part in press activity related to receiving the all or some of the equipment and the winner/s shall participate in such activity on National Galleries of Scotland's request. The winner agrees to the use by National Galleries of Scotland, both before and after the closing date of the competition for an unlimited time, of the winner's voice, image, photograph and name for publicity purposes (in any medium, including still photographs and films, and on the internet,) and in advertising, marketing or promotional material without additional compensation or prior notice and, in entering the competition, all entrants agree to the same.

Some personal data is collected and processed in order to administer this competition. Please see the privacy notice for this competition below for further information.

National Galleries of Scotland accepts no responsibility for any damage, loss, liabilities, injury or disappointment incurred or suffered by you as a result of entering the competition or accepting the prize.

National Galleries of Scotland further disclaims liability for any injury or damage to your or any other person's computer relating to or resulting from participation in or downloading any materials in connection with the competition.

Nothing in these Terms and Conditions shall exclude the liability of National Galleries of Scotland for death, personal injury, fraud or fraudulent misrepresentation as a result of its negligence.

National Galleries of Scotland reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, this competition with or without prior notice due to reasons outside its control (including, without limitation, in the case of anticipated, suspected or actual fraud).

National Galleries of Scotland shall not be liable for any failure to comply with its obligations where the failure is caused by something outside its reasonable control. Such circumstances shall include, but not be limited to, weather conditions, fire, flood, hurricane, strike, industrial dispute, war, hostilities, political unrest, riots, civil commotion, inevitable accidents, supervening legislation or any other circumstances amounting to force majeure.

The competition will be governed by Scots law and entrants to the competition submit to the exclusive jurisdiction of the Scottish courts.

Promoter: The Board of Trustees of the National Galleries of Scotland, 73 Belford Road, Edinburgh EH4 3DS. National Galleries of Scotland is a charity registered in Scotland (SCO03728).

Competition Privacy Notice

Who we are

The Board of Trustees of the National Galleries of Scotland is the Data Controller for any personal data you give to us or we collect about you. Our full contact details are:

National Galleries of Scotland
73 Belford Road
Edinburgh
EH4 3DS
Tel: 0131 624 6200
Email: enquiries@nationalgalleries.org

National Galleries of Scotland is a charity registered in Scotland, No. SC003728.
VAT No. GB 100 1904 82

If you have any questions about how personal data is used, please contact the Data Protection Officer for the National Galleries of Scotland using the postal address above, or by emailing dataprotection@nationalgalleries.org.

What personal data do we collect and what do we do with it?

Some personal data is collected from you when you enter the competition. This includes your name and email address, your association with a nursery, playgroup, school or community group and any other personal data you choose to disclose when registering interest. Further personal data may be collected from the winning entrant and/ or a representative of the winning nursery, playgroup, school or community group, such as images or videos. The personal data described here will be processed solely for the purposes of this competition, including judging entries, notifying the winner/s and making arrangements for the collection of the equipment, as well as any related publicity.

By accepting the terms and conditions of competition entry, you are entering into a contract with us. Any data processing required to administer this competition is undertaken for the performance of that contract and is in accordance with applicable data protection legislation. Any further processing will be on the basis of consent, if we are obliged to by law or where another lawful basis exists. We will notify you where this is the case.

Who sees my data?

The application process is being administered through a third-party processor, Typeform, which is based in the EU. A data processing agreement is in place with this supplier to protect entrants' personal data. There is no other sharing of the data gathered as part of this competition. However, we may publicise the winning entry on our website and social media channels, which can be viewed anywhere in the world.

How long will we keep your data?

All entries will be held until 27 October 2021, the date the equipment is to be collected from the National Galleries of Scotland. The winning entry/entries will be held and processed for as long as is necessary for any publicity purposes.

What are my rights over access to the data you hold on me?

Subject to some legal exceptions, you have the right:

- To access the data we hold about you and to know what we are doing with it
- To have any inaccuracies corrected
- To have your personal data erased
- To place a restriction on our processing of your data
- To object to processing
- To request your data to be ported (data portability)

You can object or withdraw your consent to the use of your personal data at any time. This may mean however, that we are no longer able to provide you with a particular service or communication where the information processing is an integral part of the service. We will tell you if this is likely to be the case.

If you want to learn more about these rights, please see the Information Commissioner's Office (ICO) website www.ico.org.uk.

Complaints

As well as contacting the Data Protection Officer using the details above, you can use our [Feedback procedure](#) to make a complaint about the way we process your personal information.

You also have the right to lodge a complaint directly with the [UK Information Commissioner's Office \(ICO\)](#), the data protection supervisory authority in the UK by visiting www.ico.org.uk