



TERMS AND CONDITIONS

1. THE PROMOTER AND THE COMPETITION

1.1 The Promoter is Motherwell Football and Athletic Club Limited having its principal office at The Chapman Building, Fir Park, Firpark Street, Motherwell, ML1 2QN

1.2 The title of the competition is the My MFC Mascot Competition.

2. ELIGIBILITY

2.1 The competition is only open to those under the age of 16 on the date they submit an entry to the competition. In addition, the following persons, regardless of their age, will not be eligible for the competition:

1. (a) employees of the Promoter;
2. (b) anyone who is professionally connected with the competition or its administration; or
3. (c) members of the immediate families or households of the persons described in paragraphs (a) and (b) above.

2.2 By entering the competition, you confirm that you are eligible to do so and that you are eligible to claim the prize. The Promoter may require you to provide proof that you are eligible to enter the competition at any time.

2.3 The Promoter will not accept competition entries that are: automatically generated by computer; completed by third parties or in bulk; illegible, have been altered, reconstructed, forged or tampered with; and/or incomplete.

2.4 Entries that are:

4. (a) made on behalf of another person;
5. (b) joint submissions by two or more persons;
6. (c) made by or on behalf of a partnership or company or other body corporate; and/or
7. (d) made by a person in his or her capacity as an employee or officer of another party;

are not allowed and will be rejected by the Promoter.

3. HOW TO ENTER

3.1 Entries must be submitted via email to MyMFCMascot@motherwellfc.co.uk or by post to My MFC Mascot, Motherwell Football Club, The Chapman Building, ML1 2QN by the closing date specified in paragraph 4.1 of these terms and conditions.

3.2 An entry form (in the form specified by the Promoter and made available on the Promoter's website) must also be completed, signed by your parent, guardian or carer and submitted by you alongside each design entry. Without prejudice to paragraph 8.3 of these terms and conditions, each entry form signed by you will contain an acknowledgement that your entry is:

- (a) exclusively your own work and does not comprise or incorporate any copyright or other intellectual property rights owned by any other person;
- (b) is not defamatory or immoral; and
- (c) does not infringe any third party rights and/or any agreements to which you are a party.

Neither the Promoter nor any of its employees, agents or representatives will be responsible for the non-receipt and/or non-inclusion of entries in the competition as a result of being lost, late, illegible, incomplete, invalid, or because of technical failures or otherwise, including such failure which is within the control of the Promoter or its employees, agents or representatives.

3.6 The winner will be required to confirm in writing that they have read, understood, and complied with the terms and conditions of this prize draw, and may be required to provide proof of eligibility (including, but not limited to, proof of identity, proof of age and/or proof of residency), as necessary. The proof of eligibility that will be considered suitable for verification is at the Promoter's discretion.

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3.7 The Promoter reserves the right to cancel, alter and/or amend the competition at any stage if deemed necessary in its own opinion and entirely at its own discretion, or if any circumstances arise outside of the Promoter's control.

3.8 Competition entries cannot be returned by the Promoter.

3.9 There is no limit on the number of entries an individual can submit.

3.10 There is no purchase necessary by you to enter the competition and there is no charge for submitting an entry.

4. WINNER SELECTION

4.1 One winner will be selected from all eligible entries received by the closing date at 5pm on 7th January 2017.

4.2 The competition entries will be judged by a panel of at least three judges. The decision of the panel of judges will be final.

4.3 By entering the competition, entrants' parents, guardians or carers confirm that they have read and agree to be bound by these terms and conditions, and by the decisions of the Promoter, which are final in all matters relating to the competition. Any breach of these terms and conditions will result in the forfeiture of the prize. No correspondence will be entered into.

4.4 The winning entry may be subject to alterations or adjustments by the Promoter or its agents, including, but not limited to, in order to ensure practicality of use.

4.5 The Promoter will send the full names of the judges by e-mail to anyone who writes to the Promoter requesting such information within one month of the closing date referred to in paragraph 4.1 of these terms and conditions.

5. PRIZES

5.1

Every entrant of the competition will receive a ticket to a Motherwell FC 2016/17 league game to be decided by the Promoter.

Submitted designs will be put into three categories

Under 7's, 8-10 year olds, 11-16 year olds. A winner and a runner up from each category will be selected by the judging panel.

The winners of each of the categories will receive a ball signed by members of the 2016/17 Motherwell FC first team squad.

The one (1) overall winner will receive the main prize. The prize comprises:

The mascot could be your best buddy for life.

You will be the first ever fan to meet the mascot.

You will be the first ever person to walk out of the tunnel with the new mascot at a game*

You will meet the first team*

You will meet the first team manager*

You will be invited by the mascot here for your next birthday VIP style*

You will receive a full 2016/17 Motherwell Kit

A signed ball from the team

A visit by a first team player and the mascot to your school*

One adult and one child ticket for the remaining league games of the 2016/17 season.

Potential hero status amongst all of your friends!!!

*Dates to be decided by the promoter

5.2 The prizes will be as stated in paragraph 5.1 above and are non-transferable and non-refundable. No cash or other alternative is available. The prize may not be claimed by a third party on your behalf. The Promoter does not accept any responsibility if you are unable to take up the prize.

6. NOTIFICATION OF WINNER

6.1 The Promoter will endeavour to notify the winner on or around Wednesday February 1st 2017. If the winner does not respond to our notification prior to Monday 6th February 2017 (or such later date as the Promoter specifies for this purpose), the Promoter reserves the right to withdraw prize entitlement and the prize will be forfeited and an alternative winner will be selected. Upon prize forfeiture, no compensation will be given.

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7. OTHER CONDITIONS

7.1 By participating in the competition, you agree to indemnify and hold harmless the Promoter and its representatives, prize providers and their respective employees, associated agencies and companies, anyone professionally connected with this competition, from any liability for any loss (including, without limitation, indirect, special, or consequential loss), expense or damage which is suffered or sustained (whether or not arising from any persons' negligence) in connection with any breach by you of these terms and conditions (including, but not limited to, in connection with any breach by you of paragraph 8.3 of these terms and conditions).

7.2 The Promoter reserves the right to cancel, terminate, modify or suspend this competition without prior notice in the event of circumstances arising beyond its control that makes it necessary to do so.

7.3 The Promoter reserves the right to disqualify any person it finds, in its sole discretion, to be tampering with the operation of the competition, or to be acting in breach of these terms and conditions and/or in any way that is inconsistent with the spirit of the competition.

7.4 The winner may be requested to participate in publicity arranged by the Promoter or its agents.

7.5 Insofar as is permitted by applicable law, neither the Promoter, its representatives, prize providers nor their respective employees, associated agencies and companies or anyone professionally connected with this competition, will in any circumstances be responsible or liable to any entrant and/or the winner in connection with this competition. Without prejudice to the foregoing generality, and insofar as is permitted by applicable law, neither the Promoter, its representatives, prize providers nor their respective employees, associated agencies and companies or anyone professionally connected with this competition accepts any liability for any loss, damage, personal injury or death occurring as a result of the winner taking up the prize. Your statutory rights are not affected by this paragraph 7.5.

7.6 These terms and conditions will be governed and construed in accordance with the laws of Scotland and you agree that any disputes arising out of or in connection with these terms and conditions and/or the competition will be subject to the jurisdiction of the Scottish Courts.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 By submitting your competition entry and any accompanying material, you agree that you hereby (with effect from the date of submission of your competition entry):

- (a) assign to the Promoter all your intellectual property rights with full title guarantee; and
- (b) waive all moral rights,

in and to your competition entry and otherwise arising in connection with your entry to which you are or at any time in the future may be entitled under the Copyright, Designs and Patents Act 1988 as amended from time to time and under all similar legislation from time to time in force anywhere in the world.

8.2 You agree that, if requested by the Promoter, you will take such steps and actions (including, but not limited, the signing of relevant documents) as the Promoter may reasonably request in order to ensure that the Promoter receives the full benefit of the assignation set out in paragraph 8.1 of these terms and conditions.

8.3 By submitting a competition entry, you represent, warrant and undertake to the Promoter that your entry:

- (a) is exclusively your own work and does not comprise or incorporate any copyright or other intellectual property rights owned by any other person;
- 1. (b) is not defamatory or immoral; and
- 2. (c) does not infringe any third party rights and/or any agreements to which you are a party.

9. YOUR INFORMATION

9.1 If you are the winner of the competition, you agree that the Promoter may use your name, image and town or county of residence to announce the winner of this competition and for any other reasonable and related promotional purposes.