

Co-op Own Label Competition– Pioneer Awards – Terms and Conditions

1. PROMOTER: This promotion is operated by Co-operative Group Food Limited, a registered society under the Co-operative and Community Benefit Societies Act 2014, Registered No 26715R with registered office at 1 Angel Square, Manchester, M60 0AG. References to “we”, “us” or “our” in these terms and conditions are references to the promoter.

2. OPENING AND CLOSING DATE: This promotion opens at **17:00 on 05th October 2018** and closes at **23:59 on 26th October 2018**. Any entries made before the opening date or after the closing date will not be valid and will not be entered into this promotion.

3. ELIGIBILITY: This promotion is open to employees of the Co-operative Group Limited and employees of direct suppliers of the Co-operative Group Limited aged 18 or over. To be eligible to enter this promotion, you must submit a track which includes lyrics. For the avoidance of doubt, any individuals or bands who only play musical instructions (such as an orchestra) will not be able to enter. If the entrant is part of a band or group the lead singer must be an employee of the Co-operative Group Limited or an employee of a direct supplier of the Co-operative Group Limited.

The winner must be available to perform at the Co-op Pioneer Awards on the 22nd November at Manchester Central and be available to attend any required dates or times for rehearsals. By entering you confirm that you are able to attend the Co-op Pioneer Awards on 22nd November and are comfortable performing your chosen song in front of over 1,200 attendees.

4. HOW TO ENTER: To enter, send an MP3 recording of your chosen track along with photographs and an MP4 short film about who is entering this promotion (i.e. a photo and film of you or all members of the band) and a short biography about the individual or group entering this promotion (maximum 200 words) and send to: entries@theblackarts.com. Entries must be received between the opening and closing times. Only one entry per person or group is accepted.

5. PRIZE: 1 prize available to be won. The prize is to perform the submitted track on stage at the Co-op Pioneer Awards held on 22nd November at Manchester Central to an audience of over 1,200 people.

Travel to the Co-op Pioneer Awards for the winner will be paid for and arranged in advance. The travel only includes public transport tickets and taxis needed on the 22nd November 2018 and will not include any travel exceeding the cost of £200. If travel to the awards exceeds this £200 maximum, the winner will need to make their own travel arrangements. All travel and expenses must be in accordance with the Promoter's Travel and Expenses Policy and must be agreed in advance. The prize does not include travel insurance.

The prize will depend on whether it is possible to secure the appropriate rights to perform the winner's chosen track (if the track is a cover of an existing song that is owned by someone else). If it is not possible to obtain such rights for the chosen track, the winner will be required to choose an alternative track.

If the winner is a Co-operative Group Limited employee, they will be paid their normal working hours for the day of the Co-op Pioneer Awards and not the hours they are actually present at the event. By accepting this prize, you confirm that you have obtained permission from your line manager to attend the event. If you are an employee of a direct supplier of the Co-operative Group Limited then you will need to make appropriate arrangements with your employer in order to accept the prize and attend the Co-op Pioneer Awards.

We may withdraw the prize if circumstances beyond our control make it necessary to do so or if in the event of the awards are cancelled. If the awards date is rescheduled we will notify the winner as soon as reasonably possible and communicate the alternative date to the winner.

As part of this prize, we will also offer the winner the chance to speak to one of our agencies, Black Arts Company (**Black Arts**) and potentially record the chosen track at a music studio. If this opportunity is made available by Black Arts, the winner may be required to enter into a contract with Black Arts. For the avoidance of doubt, the Promoter is only introducing the winner to Black Arts and it is Black Arts who will manage all aspects of this potential opportunity and not the Promoter.

6. WINNER SELECTION: Step 1 – All entries submitted between the opening and closing dates will be considered within 3 days of the closing date by Black Arts, who will choose the best 10 entries based on musical ability and confidence in performing the track in the MP3 and MP4 short film. The

10 entries shortlisted by Black Arts will then be presented to the Co-op team to be judged in accordance with Step 2.

Step 2 – The entries shortlisted in accordance with Step 1 will be shown to Co-op team within 10 days after the closing date, the team will consist of 3 senior members of the Food Marketing team, the event manager and representatives from Black Arts. The winner will be selected based upon the entry that the judges consider in their sole discretion to be the most deserving winner of the competition based on musical ability and confidence. Details of the judges can be obtained by sending an email to liveandlocal@coop.co.uk no earlier than 10 days after the closing date of the competition.

7. NOTIFICATION: We will contact the winner via the email address that was provided when entering this promotion. If the winner does not respond to us within 5 days of being notified by us, then the winner's prize will be forfeited and another winner will be picked at random from the remaining eligible shortlist as described in Step 2 of clause 6.

Once the winner has accepted the prize, they will be required to provide us with valid contact details in order to arrange any requirements in advance of the Co-op Pioneer Awards (for example obtaining an appropriate music licence and arranging travel to the event). We will also pass these contact details on to Black Arts who will then contact the winner if they make available an opportunity to record the track. By accepting the prize, the winner confirms that they are happy for their details to be passed to Black Arts in this way. For the avoidance of doubt, any information passed to Black Arts will be used in accordance with clauses 14 and 15.

8. DECISIONS OF THE PROMOTER: If there is any dispute about the receipt of validity of any entry or any other aspect of the promotion, this will be decided by us. Our decision regarding any aspect of the promotion is final and binding and no correspondence will be entered into about it.

9. AGREEMENT TO THESE TERMS AND CONDITIONS: Entry to this promotion shall constitute your acceptance of these terms and conditions and your agreement to be bound by them. These terms and conditions take effect immediately upon entry to the promotion.

10. DISQUALIFICATION: We reserve the right to reject any entry, withhold the prize and disqualify you from the promotion if we suspect you of failing to comply with these terms and conditions or of fraud, cheating or dishonesty. Entries must not be, or contain anything that is illegal, offensive, abusive, defamatory or explicit.

11. QUALITY AND OWNERSHIP OF ENTRIES: Entries must not be, or contain anything that is illegal, offensive, abusive, defamatory or explicit. By entering this promotion, you confirm that the entry is your own and you confirm that your submission of the entry (and our use of the entry for the purposes described in clause 17) does not and will not infringe any third party's intellectual property rights. **Please note that if you choose to perform a cover of an existing song protected by copyright, we will try our best to obtain the appropriate licence which will allow you to perform the song at the Co-op Pioneer Awards. Unfortunately we cannot guarantee this which may mean that you will have to perform a different song at the awards to the one you submitted.** We do not claim any rights of ownership in your entry, but we may use, display, publish, transmit, copy, edit, alter, store, re-format your entry for the purposes described in clause 15.

12. NO RESPONSIBILITY FOR ENTRIES NOT RECEIVED: We accept no responsibility for entries not successfully received by us, or which are delayed, due to a technical fault, technical malfunction, computer hardware or software failure, satellite, network or server failure of any kind.

13. LIMITATION OF LIABILITY: Insofar as is permitted by law, we, our agents or distributors will not in any circumstances be responsible or liable to compensate you or accept any liability for any loss, damage, personal injury or death occurring as a result of taking up the prize (if you win) except where it is caused by our negligence or the negligence of our agents or distributors or that of our or their employees. Your statutory rights are not affected.

14. USE OF PERSONAL INFORMATION TO ADMINISTER PROMOTION: We, other members of the Co-operative Group and Black Arts may collect personal information from you in accordance with the General Data Protection Regulation 2016/679 and other applicable data privacy laws.

15. USE OF PERSONAL AND OTHER INFORMATION FOR PROMOTIONAL PURPOSES: By entering this promotion, you agree that if you win we, other members of the Co-operative Group and Black Arts may use your entry, name, photo or image, county of residence and any testimonial you have provided to us, for promotional purposes.

16. CANCELLATION OR WITHDRAWAL OF PROMOTION: We reserve the right at our absolute discretion to withdraw or cancel this promotion without prior notice and without liability to any party if it becomes necessary to do so.

17. CHANGES TO THESE TERMS AND CONDITIONS: We reserve the right to amend these terms and conditions at any time. Revised terms and conditions will be available on request by visiting (LINK) It is your responsibility to keep up to date with any such changes.

18. RELEVANT LAW: This promotion and these terms and conditions are governed by the laws of England and you agree to submit to the jurisdiction of the English courts if any dispute arises