

Paperblanks Anniversary Competition – #Paperblanks25

Conditions of entry

1. Competition

1.1 This competition is being held by Hartley & Marks Publishers Ltd. – Paperblanks, Beaux Lane House, Lower Mercer Street, Dublin 2.

The competition, which is being staged via the online platforms Facebook, Twitter and Instagram, is in no way sponsored, supported or organised by Facebook, Twitter or Instagram. All questions, comments and complaints regarding this competition should be sent directly to PAPERBLANKS and not to Facebook, Twitter or Instagram. This also applies to any claims arising from the staging of the competition.

1.2 Residents of Argentina, Australia, Austria, Belgium, Canada (excluding residents of the province of Quebec), China, France, Germany, India, Ireland, Italy, Japan, the Netherlands, New Zealand, Poland, Portugal, Russia, Saudi Arabia, Scandinavia, South Korea, Spain, UK or USA over the age of 18 are eligible to enter the competition. Participation will take place exclusively online and is free of charge. The competition will be held at the Paperblanks European headquarters in Dublin, Ireland.

1.3 Participation will take place via the free photo sharing service Instagram, or via the Facebook or Twitter platform[.]

1.4 The competition will run from 5 p.m. (Dublin time) on 5th of March 2018 until 5 p.m. (Dublin time) on 30th of March 2018 (“competition period”).

2. Participation

2.1 By entering this competition, participants expressly accept these conditions of entry and the application of law.

2.2 Anyone who is over the age of 18 at the time of entry, who resides in one of the countries listed in 1.2 and who has a Facebook, Twitter or Instagram account is eligible to enter the competition.

2.3 Participation in the competition is not dependent on a purchase or on the use of services.

2.4 Each participant may enter the competition only once per day.

2.5 Odds of winning depend upon the number of eligible Entries received during the competition period.

3. Staging the competition, prizes and permission of use

3.1 The competition can be accessed via the photo sharing service Instagram, or on Facebook or Twitter. Users who do not yet have a Facebook, Twitter or Instagram account can register free of charge at www.facebook.com, www.twitter.com or download the free Instagram app.

3.2 During the competition period and in accordance with PAPERBLANKS requirements, participants are required to use the free photo sharing service Instagram, Twitter or Facebook to share a personal and compelling journalling story that tells – in 25 words or less – why journalling is important to the participant. Participants need to tag us (@Paperblanks) and a friend in the post and add the competition hashtag #Paperblanks25. Entries without the competition hashtag and tags will not be eligible.

3.3 The following content standards and “house rules” apply in respect of the content of the written entry or accompanying photo. Entries must not:

- a) contain any material that is defamatory of any other person;
- b) contain any material that is obscene, offensive, hateful or inflammatory (or is of a sexually explicit nature);
- c) infringe any copyright, database right or trade mark of any other person (such as a photo of a copyright work, such as a painting or another photograph, taken without the copyright owner’s permission);
- d) be likely to deceive any person;
- e) be taken without the subject’s consent (or depict any subject under the age of 18 without their legal guardian’s consent);

- f) be likely to harass, upset, embarrass, alarm or annoy any other person;
- g) show or encourage risky or dangerous behaviour;
- h) show or encourage discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- i) show or encourage any illegal or immoral activity, violence, racial hatred, cruelty to animals or any other anti-social or unlawful behaviour of any kind; or
- j) give the impression that it emanates from, or is endorsed by, PAPERBLANKS.

If any entries breach the house rules or any applicable law, PAPERBLANKS reserves the right to de-tag, take down, remove or delete (where possible) any such images and in any event, such photos (and the participant that posted it) shall be disqualified from the competition.

PAPERBLANKS reserves the right to pass on any written entries or images that give it concern to the relevant authorities.

3.4 By sharing their entry, participants warrant and undertake that they are the legal and beneficial owner of all intellectual property rights in their photo and that it is their own original work and does not infringe any third-party rights. Participants hereby waive and agree not to assert any moral rights in and in connection with the photo or written entry.

3.5 If any photos are shared as part of the entry, any people pictured in the photo must agree to be featured and for the photo to be uploaded via Instagram, Twitter or Facebook. They must also waive and agree not to assert any applicable moral or similar rights and agree to the photo being entered in the competition, and the entrants warrant that applicable consents have been obtained. These statements also extend to the Facebook, Twitter and Instagram platforms used.

3.6 By posting their entry, participants grant PAPERBLANKS and the companies associated with PAPERBLANKS an irrevocable, transferable, worldwide, free right of use for two years covering all methods of use, in particular the use, distribution, reproduction, translation and modification of any photo and text for commercial purposes by PAPERBLANKS. Once this period of use has lapsed, participants may not ask PAPERBLANKS, Facebook or Instagram to remove an entry previously posted online, insofar as PAPERBLANKS is unable to remove it at the request of a participant once it has been used by PAPERBLANKS on a site controlled by PAPERBLANKS. All participants agree to do such other things and execute such other documents as are reasonably requested of them by PAPERBLANKS to give effect to this clause.

3.7 The participant also accepts that all photos uploaded via Instagram, Twitter and on the participating Facebook pages may feature in a photo gallery on the website of PAPERBLANKS as well as on the Facebook page www.facebook.com/paperblanks. These pages are updated in real time. This statement also extends to Twitter and Instagram.

3.8 Shortly after the competition period has come to a close, a jury appointed by PAPERBLANKS will review all entries and select 25 of the most heartfelt and compelling entries – from an artistic, storytelling and promotional point of view. Each winner will receive one Paperblanks journal of their choice.

3.9 The winners will be notified by e-mail by the PAPERBLANKS marketing team within one week of selection. If a winner fails to claim his/her prize within two weeks of the e-mail/notification being sent, any entitlement to the prize shall be forfeited. Participants who have not won will not be notified.

3.10 PAPERBLANKS is entitled to identify the winners by name and to feature the winning entries on the PAPERBLANKS website and newsletter as well as on Facebook, Twitter and Instagram. Each participant expressly accepts this form of publication. Details of prize winners' names, county and country will be available for one month after the close of this competition by visiting these sites.

3.11 PAPERBLANKS reserves the right to substitute the prizes (or any part of the prizes) for a prize or prizes of equivalent or greater monetary value if this is necessary for reasons beyond its reasonable control. Under no circumstances will the prizes be paid out in cash. Prizes are non-refundable and non-transferable.

3.12 Entitlement to the prize may not be reassigned to a third party.

3.13 Odds of winning depend upon the number of eligible Entries received during the Competition Period.

4. Exclusion from the competition

4.1 Employees of PAPERBLANKS and of companies associated with PAPERBLANKS as well as their family members and relatives are excluded from the competition.

4.2 People who (i) provide incorrect personal details, (ii) provide illegal content, or (iii) manipulate or otherwise misuse electronic devices created for the purpose of the competition are excluded.

4.3 Participants who do not reside in one of the countries listed in 1.3 are also excluded from the competition.

5. Early termination of the competition

PAPERBLANKS is entitled to terminate the competition at any time during the competition period, without prior notice and without stating reasons. In particular, this applies in cases where this is necessary in one or more countries for organisational or technical reasons (e.g., computer system viruses, manipulation or errors in the hardware/software) or legal reasons.

6. Data protection

6.1 PAPERBLANKS undertakes to observe the legal data protection regulations.

6.2 Participants consent to the storage, processing and transmission of their data by the responsible body, Hartley & Marks Publishers Ltd. – Paperblanks as well as the forwarding of the transmitted data to iCrossing, if so required for the purpose of conducting the competition. This statement also extends to Facebook and Instagram. If expressly prescribed by local law, participants are entitled to contact PAPERBLANKS at the aforementioned address at any time during the competition period to enquire about the storage of their data and notify PAPERBLANKS should they wish to revoke their declaration of consent, thus retiring from the competition.

6.3 Data shall not be disclosed to third parties for other purposes.

7. Liability

7.1 PAPERBLANKS is liable only for damages caused by PAPERBLANKS or one of its auxiliaries through intent or gross negligence, or through a breach of essential contractual obligations. This limitation does not apply to damages arising from injury to life, limb and/or health.

7.2 The aforementioned liability limitation applies in particular to damages caused by errors, delays or interruptions to the transmission of data, etc., in the event of technical equipment or service faults, incorrect content, loss or deletion of data, viruses or other such causes.

7.3 The participant is obliged to compensate PAPERBLANKS for any damages, claims, costs and legal fees caused by or based on the fact that the participant has uploaded a photo that does not comply with these conditions of entry, including uploading a photo that infringes the rights of third parties.

8. Final provisions

8.1 If PAPERBLANKS has grounds to suspect any entrant or third party of cheating, deception or fraudulent or unsportsmanlike conduct of any kind (including, without limitation, manipulating the competition, choice of prize winner(s) or any entry) PAPERBLANKS reserves the right (in its sole discretion) to disqualify any entrant, entry or person it reasonably believes to be responsible for, or associated with, such activity.

8.2 Complaints relating to the staging of the competition must be sent to PAPERBLANKS in writing within 14 days of the complaint arising.

8.3 The decision regarding the selection of prize winners and their results is final and no correspondence will be entered into.

8.4 The online competition is exclusively governed by Irish law, regardless of the location from which a participant enters the competition. This excludes mandatory consumer protection law at the participant's place of residence. Competition in-store promotions will be governed by local law and the terms and conditions will be submitted to the relevant governing body in each eligible country.

8.5 Should individual provisions be or become ineffective or unenforceable, the validity of the remaining provisions shall remain unaffected.