

Barbican Competition for Modern Couples: Art, Intimacy and the Avant-garde Full Terms and Conditions

1. THE PROMOTER

The Promoter is:

The Barbican Centre, whose address is at Silk Street, London EC2Y 8DS (which is owned, founded and principally funded by the Mayor and Commonalty and Citizens of the City of London, PO Box 270, Guildhall, London EC2P 2EJ).

1A. HOTEL PARTNER

The Hotel Partner is:

Shangri-La Hotel, At The Shard, London, whose address is at 31 St Thomas St, London SE1 9QU;

2. THE COMPETITION

2.1 The title of the competition is:

Barbican Competition for Modern Couples: Art, Intimacy and the Avant-garde.

3. HOW TO ENTER

3.1 The competition will run from **12noon on 26 October 2018** (the “Opening Date”) to **12noon on Thursday 6 December 2018** (the “Closing Date”) inclusive.

3.2 All competition entries must be received by the Promoter online by no later than 12noon on the Closing Date. All competition entries received after the Closing Date are automatically disqualified.

3.3 To enter the competition entrants must go online, answer the competition question and submit the online entry form provided on www.barbican.org.uk/moderncouples by **12noon on Monday 10 December 2018**.

3.4 No purchase is necessary and there is no charge to register for use of the website.

3.5 The Promoter will **not** accept:

(a) responsibility for competition entries that are lost, mislaid, damaged or delayed in transit, regardless of cause, including, for example, as a result of any equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind; or

(b) proof of transmission as proof of receipt of entry to the competition.

3.6 By submitting a competition entry, you are agreeing to be bound by these terms and conditions.

3.7 For help with entries, please go to www.barbican.org.uk/moderncouples.

3.8 Please see www.barbican.org.uk/moderncouples for a copy of these competition terms and conditions.

3.9 The competition winner will be picked at random from the correct answers to the competition question by one of two judges and confirmed by the other judge. The decision of the panel of judges (acting reasonably) will be final.

4. ELIGIBILITY

4.1 The competition is open to all residents in the UK aged 18 years or over, **except:**

(a) employees of the Promoter as well as employees of Shangri La Hotel, At the Shard or their holding or subsidiary companies;

(b) employees of agents or suppliers of the Promoter who are professionally connected with the competition or its administration; or

(c) members of the immediate families or households of (a) and (b) above.

4.2 In entering the competition, you confirm that you are eligible to do so and eligible to claim the prize.

The Promoter may require you to provide proof that you are eligible to enter the competition.

4.3 The Promoter will not accept competition entries that are:

(a) automatically generated by computer;

(b) completed by third parties or in bulk;

(c) illegible, have been altered, reconstructed, forged or tampered with;

(d) photocopies and not originals; or

(e) incomplete.

4.4 There is a limit of one entry to the competition per person. Entries on behalf of another person will not be accepted and joint submissions are not allowed.

4.5 The Promoter reserves all rights to disqualify you if your conduct is contrary to the spirit or intention of the prize competition.

4.6 Competition entries cannot be returned.

5. THE PRIZE

5.1 The prize comprises of a:

- An overnight stay for two people at Shangri La Hotel, At the Shard, London, to be redeemed between 2-27 Jan 2019. Superior Room only and subject to availability
- English breakfast for two, served in TĪNG Restaurant and Lounge
- Two tickets to the exhibition *Modern Couples: Art, Intimacy and the Avant-garde*
- *Modern Couples* exhibition catalogue
- **Modern Couples** tote bag, exclusively designed for Barbican Art Gallery
- Two cocktails per person in GÖNG Bar
- Complimentary Wi-Fi
- Use of gym and infinity Sky Pool

5.2 The prize of an overnight stay Shangri La Hotel, At the Shard, London, is supplied by Shangri La Hotel, At the Shard, London. To book, please contact Julja.thomas@shangri-la.com and laura.baker@shangri-la.com

5.3 The prize of a room, breakfast and two complimentary cocktails at Shangri La Hotel, At the Shard, London, is supplied by Shangri La Hotel, At the Shard, London.

5.4 The two cocktails must be selected from the new cocktail menu in GÖNG Bar entitled ‘A Miscellany of Inventions’.

5.5 Each guest is entitled to a full buffet complimentary breakfast served in TĪNG Restaurant only

5.6 The room included in the prize is a superior room at Shangri-La Hotel, At The Shard, London

5.7 The remaining part of the prize is supplied by the Barbican Centre.

5.8 The *Modern Couples* exhibition tickets are valid until the exhibition closes on 27 January 2019. Tickets must be arranged for in advance with the Barbican Marketing team.

5.9 The prize or part thereof is subject to availability. There is no cash alternative.

5.10 The prize is not negotiable or transferable.

6. WINNER SELECTION

6.1 The winner of the competition will be selected on **15 November 2018** (the “**Selection Date**”).

6.2 The decision of the judges nominated by the Promoter is final and no correspondence or discussion will be entered into.

6.3 The Promoter will contact the winner personally as soon as practicable after the Selection Date, using the telephone number or email address provided with the competition entry. The Promoter will not amend any contact information once the competition entry form has been submitted.

6.4 The Promoter will send the name and county of the winner to anyone who writes within one month after the Closing Date of the competition requesting details of the winner and who encloses a self-addressed envelope to the address of the Promoter set out in Condition 1 above.

7. CLAIMING THE PRIZE

7.1 If you are the winner of the prize, you will have **14 days** from the Selection Date to respond to the Barbican Marketing Department, Barbican Centre, Silk Street, London EC2Y 8DS. If you do not claim the prize by this date, your claim will become invalid.

7.2 The prize may not be claimed by a third party on your behalf.

7.3 The Promoter will make all reasonable efforts to contact the winner. If the winner cannot be contacted or is not available, or has not claimed their prize within **14 days** of the Selection Date, the Promoter reserves the right to offer the prize to the next eligible entrant selected at random from the correct entries that were received before the Closing Date.

7.4 The Promoter does not accept any responsibility if a winner is not able to take up the prize.

8. LIMITATION OF LIABILITY

Insofar as is permitted by law, the Promoter, its agents, or the Hotel Partner will not in any circumstances be responsible for or liable to compensate the winner or accept any liability for any loss, damage, personal injury or death occurring as a result of taking up the prize except where it is caused by the negligence of the Promoter, its agents, the Hotel Partner or their respective employees. Your statutory rights are not affected.

9. DATA PROTECTION AND PUBLICITY

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.

9.2 You further agree to participate in any reasonable publicity required by the Promoter.

9.3 By entering the competition, you agree that any personal information provided by you with the competition entry may be held, shared with and used only by the Promoter or its agents, suppliers and the Hotel Partner to administer the competition.

9.4 If you have ‘opted in’ to be contacted about goods and services through the Promoter’s competition page for either the Promoter and/or the Hotel Partner, your data will be processed in accordance with (i) the General Data Protection Regulation 2016/679, the Data Protection Act 2018 and all applicable law, guidance and codes of practice relating to the processing of personal data and privacy.

9.5 The competition form will include an option for competition entrants to tick a box to be contacted with further marketing information from the Promoter and a separate option to be contacted with further marketing information from the Hotel Partner. The information from the Hotel Partner will be related to marketing information for Shangri-La Hotel At The Shard, London only. The information from the Promoter will be related to marketing information for the Barbican Centre.

9.6 If you wish to stop receiving communications from either the Promoter and/or the Hotel Partner, you may do so by “opting out” of the Promoter’s and/or Hotel Partner’s communications, or by contacting each of them to have your details removed from their systems.

9.7 You can find further details of the Barbican Privacy Policy at www.barbican.org.uk/privacy

10. GENERAL

10.1 If there is any reason to believe there has been a breach of these terms and conditions, the Promoter may, at its sole discretion, reserve the right to exclude you from participating in the competition.

10.2 The Promoter reserves the right to hold void, suspend, cancel, or amend the prize competition where it becomes necessary to do so.

10.3 These terms and conditions shall be governed by English law, and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.