

## **Barbican Competition for *Lee Krasner: Living Colour* 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) .

### **2. THE COMPETITION**

**2.1** The title of the competition is:

**Barbican Competition for *Lee Krasner: Living Colour*.**

### **3. HOW TO ENTER**

**3.1** The competition will run from **12noon on 30 May 2019** (the “**Opening Date**”) to **12noon on 18 July 2019** (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 [barbican.org.uk/leekrasner](http://barbican.org.uk/leekrasner) by **12noon on 18 July 2019**.

**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 [barbican.org.uk/leekrasner](http://barbican.org.uk/leekrasner).

**3.8** Please see [barbican.org.uk/leekrasner](http://barbican.org.uk/leekrasner) 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 Zetter Hotel, Whistles, Osteria 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:

- One-night stay at The Zetter Hotel including a glass of bubbly on arrival and full cooked breakfast for two people on Saturday 10 - Sunday 11 August 2019.
- 2 tickets to *Lee Krasner: Living Colour* at the Barbican

- *Lee Krasner: Living Colour* hard-back exhibition catalogue and tote bag
- £1,000 spending at Whistles
- Two Manhattan cocktails at the Barbican's Martini Bar
- Dinner for two at Osteria

**5.2** The prize of a One-night stay at The Zetter Hotel on Saturday 10 - Sunday 11 August 2019 is supplied by The Zetter Group.

**5.3** The prize of a £1,000 spending at Whistles is supplied by © WHISTLES. The winner must redeem their prize within 1 month of being notified of winning via email. The prize must be accepted as awarded and is non-transferable, non-exchangeable and non-refundable. No cash alternative and any costs incurred over and beyond the prize offering are at the personal cost of the winner. The prize cannot be used in conjunction with any other offer or discount. The prize must be accepted as awarded and is non-transferable, non-exchangeable and non-refundable. The prize may not be substituted for cash or any other products. The £1000 Whistles spend must be redeemed by booking an appointment at a Whistles store. Stores may be able to order from Whistles.com depending on availability. If the value is not spent on the day of the appointment the remaining value will be loaded onto a Whistles gift card which can be spent within any Whistles store (not online) within one year. Travel to chosen Whistles store is not included within the prize. Prize value cannot be redeemed on Whistles Wedding collection or sale stock.

**5.4** The prize of a Three course set menu for two and a bottle of house wine is supplied by Osteria.

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

**5.6** The *Lee Krasner: Living Colour* exhibition tickets are valid until the exhibition closes on 1 Sep 2019. Tickets must be arranged for in advance with the Barbican Marketing team.

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

**5.8** The prize is not negotiable or transferable.

## **6. WINNER SELECTION**

**6.1** The winner of the competition will be selected on **24 July 2019** (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 **7 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 **7 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 distributors will not in any circumstances be responsible 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 or distributors or that of their 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 and used only by the Promoter or its agents and suppliers to administer the competition.

**9.4** If you have 'opted in' to be contacted about goods and services through the Promoter's competition page, your data will be processed in accordance with the EU General Data Protection Regulation 2016/679 and the Data Protection Act 2018 and all applicable law, guidance and codes of practice relating to the processing of personal data and privacy; until such time as you 'opt out' or contact the Promoter to remove your details from their systems.

**9.5** The Promoter will only share your information with the named competition sponsors, if you have 'opted in' to share your information with the named sponsors, using a secure method of transfer. For information on how the sponsors will use your information, please see

[www.whistles.com/general/privacy.html](http://www.whistles.com/general/privacy.html); and [www.thezetter.com/legal](http://www.thezetter.com/legal). If you wish to stop receiving a sponsor's communications, you may 'opt out' by unsubscribing from the sponsor's communications, or by contacting them to have your details removed from their systems.

**9.6** You can find further details of the Barbican Privacy Policy at [www.barbican.org.uk/privacy](http://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.