

## Win a Ben Heck Tshirt Giveaway Terms and Conditions

These are the terms and conditions which govern the ZX Spectrum Giveaway Contest. This Contest requires participants to submit a response in the comments section of the document associated with this contest. Participants will be required to meet the Conditions for Participation. The winners of this Contest will receive the item(s) listed below. No other prizes are offered.

1. 1 The Principal terms of the Contest:

The following words and phrases are used in these terms and conditions and have the meanings given to them below.

ZX Spectrum Giveaway Contest (or the Contest)

Key dates:

Applications Close: 3:00pm CDT 22 July 2017

Judging Close: 3:00pm CDT on 27 July 2016:

Announcement of Winner(s) (estimated): 27 July 2016

Contest Item(s): 2 Portable ZX Spectrums

Contest Site:

Site or element14 Community: [www.element14.com/TBHS](http://www.element14.com/TBHS)

Judges: members of the element14 community team chosen at the Organiser's discretion.

Judging Criteria: All of the following which will have equal weighting:

- 1.1 • Demonstrates enthusiasm for subject being discussed;
- 1.2 • Facilitates discussion through constructive discourse;
- 1.3 • Contributes to discussion in a unique or interesting way
- 1.4 • Leverages experience to offer insight into topic being explored
- 1.5 • Demonstrates knowledge and mastery of the topic;
- 1.6 • Presents compelling case for being deserving of prize.

Organiser: Premier Farnell plc (registered in England and Wales under company number 876412) whose registered office is at Farnell House, Forge Lane, Leeds, UK

Conditions for Qualification: in addition to meeting the requirements of these terms, all persons applying to take part in the Contest (each one an Applicant) must:

1.7 • Comment on <https://www.element14.com/community/message/204972/l/how-would-you-use-technology-to-push-the-boundaries-of-music#204972> and tell us how you would use technology to push the boundaries of music.

Minimum number of Prizes: 2

Terms: these terms and conditions which govern the Contest and to which the Organiser reserves the right to make changes from time to time and the latest version of these Terms from time to time will be posted to the Site.

1. 2 Eligibility

2. 3 Applications:

3. 4 Selecting Winners:

4. 5 Liability:

5. 6 General:

1.8 2.1 Save as set out in these Terms, the Contest is open to any natural or legal person, firm or company or group of natural persons or unincorporated body.

1.9 2.2 All Applicants must be aged at least 18 at the time of their application.

1.10 2.3 Applicants must not enter the Contest if doing so or taking part may:

1.10.1 2.3.1 cause the Organiser and/or themselves to be in breach of any agreement (including but not limited to any contract of employment) to which they are a party or in breach of any law, regulation or rule having the force of law to which the Organiser or the Applicant may be subject or any policy of the Organiser or the Sponsor;

1.10.2 2.3.2 Require the Organiser to obtain any licence, authorisation or permission to deal with the Applicant; or

1.10.3 2.3.3 Be in breach of any policy or practice of their employer. Some employers prohibit or restrict their employees from taking part in contests such as these or receiving prizes under them and the Organiser respects those policies and practices.

1.10.4 The Organiser reserves the right to disqualify any Application made in breach of these Terms and to reject any Application which it reasonably believes may be or become in breach. The Organiser reserves the right to require evidence in such form as the Organiser may reasonably require of any Applicant's compliance with any of these Terms and to disqualify any Applicant or Participant who cannot provide such evidence reasonably promptly.

1.11 2.4 Multiple applications are not permitted.

1.12 2.5 Applications may not be submitted by an agent whether acting on behalf of an undisclosed principal or otherwise.

1.13 2.6 The Contest is NOT open to:

1.13.1 2.6.1 Any person or entity who is a resident or national of any country which is subject to sanctions, embargoes or national trade restrictions of the United States of America, the European Union or the United Kingdom;

1.13.2 2.6.2 Any employee, director, member, shareholder (as appropriate) or any of their direct families (parents, siblings, spouse, partner, children) ("Direct Families") of the Organiser.

1.14 3.1 Each Applicant must fully complete and submit a response by the Application Close.

1.15 3.2 By submitting a response, each Applicant:

1.15.1 3.2.1 Authorises the Organiser to use his or her personal data (as defined in the Data Protection Act 1998) for the purposes of running and promoting the Contest;

1.15.2 3.2.2 Authorises the Organizer to copy, reproduce and publish their application should they be accepted as a Participant;

1.15.3 3.2.3 Will be deemed to have read, accepted and agree to be bound by these Terms. Applicants are advised to print and keep safe these Terms;

1.15.4 3.2.4 Authorises the Organiser to copy, reproduce and use the application or subsequent Blogs submitted for the purposes of the Contest and as otherwise contemplated by these Terms. The Organiser will not be responsible for any inaccuracy, error or omission contained in any reproduction or use of the Project Blogs.

1.15.5 3.2.5 Licenses the Organiser to use the intellectual property in the Project (IP) for the purposes of this Contest. As between the Applicant and the Organiser the IP remains owned by the Applicant.

1.15.6 3.2.6 Grants the Organiser the right to use his or her likeness, photographs, logos, trademarks, audio or video recordings without restriction for the purposes of Contest or the promotion of it or the Site;

1.15.7 3.2.7 Agrees to participate positively in all publicity surrounding the Contest;

1.15.8 3.2.8 Agrees to be responsible for all expenses and costs incurred by him or her in preparing for, entering and participating in the Contest (save for any expenses expressly agreed by the Organiser to be borne by it in these Terms);

1.15.9 3.2.9 Confirms that he or she owns all IP used in his or her application or Project or Blogs and indemnifies the Organiser from any claim by a third party that use of any material provided by an Applicant to the Organiser infringes the intellectual property rights of any third party;

1.15.10 3.2.10 Agrees not to act in any way or fail to act in any way or be associated with any cause or group which would have a negative impact on the reputation of the Organiser and/or the Contest.

1.16 3.3 All applications submitted to this Contest must meet the following criteria:

1.16.1 3.3.1 Applications must not include or propose any of the following, the inclusion of which shall render any application null and void:

(a) (a) Applications or designs which relate to socially taboo topics, such as illicit drug use or sexual gratification;

(b) (b) Applications or designs that are or could reasonably be considered to be illegal, immoral, discriminatory or offensive as determined by the Organiser and/or the Judges;

(c) (c) Applications or applications in relation to them which if accepted would infringe or breach any of the policies or terms of access or use of the Site.

1.17 3.4 No proposed Application may contain any of the hazardous substances identified by Article 4 of Directive 2002/95/EC of the European Parliament on the Restrictions on the Use of Substances in Electronic and Electrical Equipment ("the Directive") or the use of such hazardous substances in the in any such Project must not exceed the maximum concentration values set out in the Directive.

1.18 3.5 A proposed Application must not have been entered into any other Contest, unless that Contest has closed and the Application did not win a prize.

1.19 4.1 Winners will be selected by the Organiser on the basis of the quality of his or her Application and its adherence to these Terms.

1.20 4.2 The total number of Winners selected will be at least the minimum number set out in condition 1 above but the actual number is at the sole discretion of the Organizer.

1.21 4.3 The Organizer will use all reasonable efforts to announce the Participants within 1 business day after the Applications Close.

1.22 4.4 The winner(s) will be selected by the Organizer in their absolute discretion based on the Judging Criteria. Winners must meet all eligibility requirements of these Terms. There shall be such number of winners as the Organizer shall determine.

1.23 4.5 The Organizer's decision is final and without right of appeal. No correspondence will be entered into. The Organizer reserves the right not to select a winner if, in their sole discretion, they do not consider any of the applications to merit the Prize.

1.24 4.6 The Organizer will use all reasonable efforts to complete judging by Judging and Voting Close and to notify the winner(s) via a blog posted on the Contest Site by the Announcement of Winner Date.

1.25 4.7 Winners agree to take part in all publicity which the Organizer or the Sponsor wishes to use to promote the Contest, the Products featured or other Contests with which the Organizer may be connected from time to time.

1.26 4.8 Details of the Winners will also be published in the media.

1.27 5.1 The Organizer hereby excludes all and any Liability arising out of the Contest or the acceptance, use, quality, condition, suitability or performance of any Prize, even where that Liability may arise from the Organizer's negligence.

1.28 5.2 Nothing in these Terms will affect any Liability of the Organizer for death or personal injury arising from its negligence, for breach of Part II of the Consumer Protection Act 1987 (in the event that any entrant is entitled to claim rights under the Consumer Protection Act 1987) or for any matter in relation to which it would be illegal for the Organizer to exclude or to attempt to exclude its Liability.

1.29 5.3 Subject to 10.2, neither the Organizer, any parent company nor any subsidiary of the Organizer or such parent company or any of their directors, officers and employees (together referred to in these terms and the 'Associates') makes any guarantee, warranty or representation of any kind, express or implied, with respect to this Contest or the Prizes potentially available under it. Neither the Organizer nor any of its Associates shall be responsible for any Liability that may arise out of or in connection with person's participation in this Contest, the claiming, redemption or value of any prizes under it, the use or enjoyment of such prizes or any events or circumstances arising out of or in connection with any of them. Any implied warranties of condition, merchantability or suitability or fitness for purpose of any of them are hereby expressly excluded. Wherever used in these Terms, 'Liability' shall mean any and all costs, expenses, claims, damages, actions, proceedings, demands, losses and other liabilities (including legal fees and costs on a full indemnity basis) arising directly or indirectly out of or in connection with the matter concerned.

1.30 6.1 The Contest is organised and sponsored by the Organizer. The Organizer reserves the right to delegate all or any of its powers, rights and obligations arising in relation to the Contest to any Associate and certain such rights and powers are assumed by the Organizer on behalf of itself and each Associate. Reference to "Organiser" shall be deemed to include reference to each Associate.

1.31 6.2 The Contest may be terminated at any time if there are, in the sole opinion of the Organizer, an insufficient number of entries, or if the Applications are not of an appropriate standard for a Contest of this nature. The Organizer has the right to cancel or suspend the Contest at any time due to circumstances outside its reasonable control.

1.32 6.3 The Organizer shall have the sole discretion to disqualify (without correspondence or right of appeal) any Applicant it considers to be adversely affecting the process or the operation of the RoadTest or to be in breach of these Terms or to be acting in a disruptive manner or with intent to annoy, abuse, threaten or harass any other Applicant or Participant.

1.33 6.4 The Organizer has the right to amend or add to these Terms from time to time. Revised Terms and Conditions will be posted on the Contest Site and it is a condition of entry to the Contest that Applicants and Winners agree to comply with these Terms and, if appropriate, such Terms as amended from time to time.

1.34 6.5 Headings are for convenience only and do not affect the interpretation or construction of these Terms and Conditions.

1.35 6.6 These Terms and the operation of the Contest shall be governed by and construed in accordance with English Law and any claim or matter arising under these Terms shall be subject to the exclusive jurisdiction of the English courts.

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