



CULTIVATION STREET 2018 COMPETITION TERMS AND CONDITIONS

1. The Cultivation Street community gardening competition is run by Domoney Limited, whose registered office is 1c Atherstone Barns 1st Floor Suite 2, Atherstone On Stour, Stratford-Upon-Avon, England, CV37 8NE (the “**Promoter**”, “**we**” or “**us**”).
2. You may be eligible (see paragraph 3 below) to enter a project or projects (each a “**Project**”) into one or more of the competition categories, which are as follows:
 - 2.1 Community Garden;
 - 2.2 Small Space;
 - 2.3 Front Garden;
 - 2.4 School Garden;
 - 2.5 Ambassador of the Year; and
 - 2.6 Calliope® Colour your Life.
3. To be eligible to enter the competition you must:
 - 3.1 be a resident of the UK , Channel Isles & Isle of Man aged 18 years or over; and
 - 3.2 meet the specific eligibility criteria for the category you are choosing to enter, which are set out in Annex 1 to these Terms and Conditions (“**Annex 1**”).
4. **Entering as a Representative:** if you are entering the competition on behalf of yourself and others you will be treated as the representative of the group (the “**Representative**”). By submitting a starter request pack and/or entry into the competition as a Representative you are confirming that you have obtained the agreement of each of the other entrants to these Terms and Conditions. Each individual that is represented by a Representative will be referred to in these terms as an “**Entrant**”.
5. In order to act as a Representative for a School Garden entry you must be a teacher at the school you are entering.
6. If you are eligible to enter the competition you can request a starter pack by completing the form on our website www.cultivationstreet.co.uk (the “**Site**”). By submitting a completed starter pack request form you are agreeing to be bound by these Terms and Conditions.
7. To enter a Project in to the competition (each an “**Entry**”) you or your Representative must submit an entry form together with material in support of your Project, which must include a description and photographs of the Project and can also include further supporting evidence such as drawings and videos (the “**Portfolio**”).
8. Entries will be accepted from 18 March 2018 (“**Opening Date**”) and must be received by the Promoter no later than 23.59 on 6 August 2018 (“**Closing Date**”). Entries can be submitted by post to the address in paragraph 35 or by email to info@cultivationstreet.com Entries received after this time on Closing Date will be disqualified from the competition for the current year however eligible for the following year.



9. The Promoter will not be able to return any Portfolio or any part of a Portfolio to you or your Representative. We therefore recommend that you create a copy of the Portfolio for your records before submitting your Entry.
10. In entering the competition you confirm that you are eligible to do so and acknowledge that you may be required to provide proof of your eligibility to enter. The Promoter reserves the right to verify the eligibility of all Entrants and to disqualify any who it determines are not eligible. The Promoter reserves the right to disqualify Entrants if their conduct is contrary to the spirit or intention of the competition or they are in breach any of these Terms and Conditions.
11. In each category there will be an overall winner and, if indicated in Annex 1, there may also be prizes for runners-up and highly commendable entrants (each a “**Prize Winner**”). The prizes for each category of the competition are also set out in Annex 1.
12. Where the prize includes a credit note these can only be redeemed at the garden centre you or your Representative nominated in your application for a starter pack. None of the prizes are negotiable or transferable nor can they be redeemed for cash.
13. No purchase is necessary to enter the competition.
14. Employees of the Promoter or of any company involved in the competition (for example Syngenta Flowers) and anyone else professionally connected with the competition and their immediate households and families may not participate in the competition.
15. The competition judging panel will be made up of 6 esteemed judges, including David Domoney and at least one independent judge (the “**Judges**”).
16. The Judges will meet on 23 August 2018 to select the Prize Winners from those entries received by the Promoter that meet the eligibility criteria. The Promoter will make reasonable efforts to contact the Representative of the Prize Winner in each category by telephone (using the phone number given by the Representative in their starter park request application) on the relevant announcement date for each category set out in Annex 1 (the “**Announcement Date**”).
17. To claim the prize the Representative must send an email to info@cultivationstreet.com within 28 days of the Announcement Date stating that they wish to claim the prize on behalf of himself/herself or the group as applicable (“**Acceptance**”).
18. If, within 28 days of the Announcement Date the Representative cannot be contacted or the Promoter has not received the Representative’s Acceptance then the Prize Winner will have forfeited their prize. The Promoter is then entitled to offer the prize to the next eligible Prize Winner. The prize may not be claimed by anyone other than the Representative and the Promoter does not accept any responsibility or liability if a Representative is not able to take up the prize, nor for distribution of the prize, amongst any group of Entrants that have won the prize.
19. The Promoter will send the name(s) and county of the Representative of each Prize Winner, or in the case of any school garden that is a Prize Winner, the name of the school, to anyone who writes to the Promoter at the address given in paragraph 35 within one month after 23 September 2018 requesting details of the winner and who encloses a self-addressed envelope to the Promoter’s address above by post.
20. The Promoter will not be liable for a prize that does not reach the intended recipient for reasons beyond the Promoter’s reasonable control.



21. The Promoter's decision is final on all matters and no correspondence will be entered into.
22. In addition to your Portfolio you or your Representative may be required to provide further information or content to the Promoter such as documents, photographs, video or sound recordings to support your entry, which together with your Portfolio constitutes your **"Entry Content"**.
23. You agree that the Promoter and Syngenta Flowers may, but is not required to, make your Entry Content available on their respective sites and any other media, and in connection with any publicity of the competition. You agree to grant the Promoter and Syngenta Flowers a non-exclusive, worldwide, irrevocable licence, for the full period of any intellectual property rights in the Entry Content and any accompanying materials, to use, display, publish, transmit, copy, edit, alter, store, re-format and sub-licence the Entry Content and any accompanying materials for such purposes.
24. You further agree to:
 - 24.1 participate in such promotional material as the Promoter reasonably requires, including (but not limited to) photographs, sound and video/film recordings taken of Prize Winners and/or Projects selected by the Promoter to be a case study for the competition (**"CS Content"**); and
 - 24.2 consent to the Promoter using any and all such CS Content on the Site and on its social media channels.

Your Personal Data

25. The Promoter is registered with the Information Commissioner as a data controller under registration number Z2399479.
26. Information provided by you will be collected, stored and processed by the Promoter [and its third party agency] for the purposes and on the legal basis as described in more detail below, and for any additional purposes that you consent to at the time of entering the competition or subsequently.
27. The Promoter will not disclose your personal data to other people, but it does use third party suppliers in order to process the competition entries and to provide IT services to the Promoter. We and/or our suppliers will use the personal information you have disclosed in your entry form in the following way:
 - 27.1 to perform our contract (based on these Terms and Conditions) with you, in particular to process your entry form and administer the competition, including if you have won, to notify the Representative, that you are a Prize Winner and to send the Representative the prize;
 - 27.2 If you are the parent or guardian of an Entrant you will be asked to sign a consent form permitting the Promoter's use of the name and likeness of your child/children contained in both Entry Content and CS Content in connection to the competition (**"Release Form"**). We will collect, store and process your name and telephone number given by you on the Release Form for this purpose but we will not share this information with any third party or make it publicly available.
 - 27.3 if you are a Prize Winner, also to:
 - 27.3.1 send the name and county of the Representative (or the school if relevant) to anyone who requests this information under paragraph 19. This enables the Promoter to comply with a legal and regulatory obligation imposed on it; and



- 27.3.2 to announce the name of the Representative and their town and country of residence or the school as relevant on the Promoter's Site and social media channels (such as Facebook, Twitter and Instagram for the Promoter's promotional purposes). This is necessary for our legitimate interests; and
- 27.3.3 if you have opted in to be sent information about products and promotions that the Promoter thinks will be of interest to you, then to send you that information by whatever method of communication you have chosen.
28. We will only retain your personal data for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements.
29. To determine the appropriate retention period for personal data, we consider the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal requirements.
30. Details of retention periods for different aspects of your personal data are available in our retention policy which you can request from us by contacting us using the details in paragraph 35.
31. You may in certain circumstances be entitled to request the erasure of personal information that the Promoter holds on you. To make a request of this nature, please contact us, providing full details of the personal information you want to be erased and the reason(s) for your request. We will consider all requests upon receipt and confirm to you whether we are able to agree to your request. Please be aware that the erasure of personal information that we hold about you may affect our ability to administer your entry in the competition and we may have to disqualify you from the competition as a result.
32. In the unlikely event that you have any concerns about how your personal information is being used, please contact us as described in paragraph 35. This includes situations where you want to request the rectification or erasure of your personal information, restrictions to be placed around how we use your personal information, or to object to a particular use.
33. If you make a complaint about our handling of your personal information, it will be dealt with in accordance with our complaints handling procedure. If we are unable to resolve your complaint, you may make a complaint to the Information Commissioner's Office. Please see <https://ico.org.uk/for-the-public/raising-concerns/> for more information.
34. We take data security seriously and will use our reasonable endeavours to protect the integrity of the information you provide.

General

35. If you need to contact us about the competition or any matters relating to the personal information we hold on you, you can write to us at Domoney Limited, 1C Atherstone Barns, Atherstone on Stour, CV37 8NE.
36. "Cultivation Street" is a registered trademark of Domoney Limited.
37. Insofar as is permitted by law, the Promoter and its agents, will not in any circumstances be responsible or liable to compensate the Representative or any Entrant nor will it accept any liability for any damage, loss, injury or death occurring as a result of taking up the prize, or disappointment



of any kind suffered by any participant in entering the competition, including as a result of any participant winning or not winning the prize, except where it is caused by the negligence of the Promoter or its agents. Your statutory rights are not affected.

38. The Promoter reserves the right to hold void, suspend, cancel, or amend the prize competition where it becomes necessary to do so.
39. The draw and these Terms and Conditions will be governed by English law and any disputes will be subject to the non-exclusive jurisdiction of the courts of England.



Annex 1 – Prizes, Eligibility, Conditions and Announcement Dates

Award	Prize	Eligibility Criteria	Conditions	Announcement Date				
<p>Community Garden</p> <p>This award will go to fantastic and inspiring community gardening projects and people who are making their local area a greener place to live.</p> <p>Whatever you are doing to improve your local area with gardening and growing, we want to hear about it!</p> <p>The Cultivation Street campaign aims to reward passionate and dedicated community gardeners. Remember we are not looking for designer gardens and horticultural skills – we want entries bursting with community spirit!</p>	<p>The prizes for this category are as follows:</p> <table border="1" data-bbox="772 799 1234 1098"> <tr> <td data-bbox="772 799 1093 868">National Winner</td> <td data-bbox="1093 799 1234 868">£5,000 credit</td> </tr> <tr> <td data-bbox="772 868 1093 1098">Regional Winners x 4</td> <td data-bbox="1093 868 1234 1098">£1,000 credit per Regional Winner</td> </tr> </table> <p>There will be one Regional Winner within each Region not including the Region from which the National Winner is selected.</p> <p>Each Prize Winner in this category will also receive 100 Calliope® Geranium plug plants.</p>	National Winner	£5,000 credit	Regional Winners x 4	£1,000 credit per Regional Winner	<p>Entries will be split into 5 regions (“Regions”) as follows:</p> <p>(1) Scotland, (2) Midlands and East Anglia, (3) North of England, (4) South and Channel Islands (5) Wales, Northern Ireland and Isle of Man.</p> <p>For further information about which post codes fall under which region please see Annex 2.</p>	<p>Not Applicable to this category</p>	<p>Overall National Winner 23/09/2018</p> <hr/> <p>Regional Winners 02/09/2018</p>
National Winner	£5,000 credit							
Regional Winners x 4	£1,000 credit per Regional Winner							
<p>School Garden</p> <p>This award will go to the school that has involved children to create the best</p>	<p>The prizes for this category are as follows:</p> <table border="1" data-bbox="801 1318 1263 1366"> <tr> <td data-bbox="801 1318 1032 1366">First Place</td> <td data-bbox="1032 1318 1263 1366">£2,500 credit</td> </tr> </table>	First Place	£2,500 credit	<p>This award is open to any school in the UK or Channel Islands.</p>		<p>16/09/ 2018</p>		
First Place	£2,500 credit							



<p>school garden. It can be edible or ornamental and new or well-established.</p> <p>The school should also be able demonstrate that it is teaching children how to garden and interact with nature.</p>	<table border="1"> <tr> <td>Second Place</td> <td>£1,500 credit</td> </tr> <tr> <td>Third Place</td> <td>£1,000 credit</td> </tr> <tr> <td>Highly Commendable Awards x 4 Projects</td> <td>£500 credit per Highly Commendable Project</td> </tr> </table>	Second Place	£1,500 credit	Third Place	£1,000 credit	Highly Commendable Awards x 4 Projects	£500 credit per Highly Commendable Project			
Second Place	£1,500 credit									
Third Place	£1,000 credit									
Highly Commendable Awards x 4 Projects	£500 credit per Highly Commendable Project									
<p>Front Gardens</p> <p>This award will go to the best street of front gardens (see eligibility criteria). Is your street a secret garden haven or is it admired by the surrounding area?</p> <p>We are looking for a street full of pride as people forge stunning front gardens together. Encourage your neighbours to take part and you could win a prize to make your street a nicer place to live!</p>	<p>The winner of this category will win £500 credit and 100 Calliope® Geranium plug plants.</p> <p>There will be no runner-up prizes in this category.</p>	<p>To be eligible at least consecutive houses in one street must enter this category as a group entry.</p>		<p>09/09/2018</p>						
<p>Small Spaces</p>	<p>The winner of this category will win £500 credit and 100 Calliope® Geranium plug</p>			<p>09/09/2018</p>						



<p>This award goes to the best small garden project. We are looking for an small area that has been transformed into an inspiring mini garden.</p> <p>It could be a balcony, allotment patch, holiday caravan plot or even a narrowboat roof! We are looking for clever use of space and intriguing design.</p>	<p>plants. There will be no runner-up prizes in this category.</p>											
<p>Garden Centre Ambassador of the Year</p> <p>This award will go to the Garden Centre Ambassador who has been the most engaged with a community gardening project. There are runner-up prizes too, so we want to hear from you with your stories, blogs or videos!</p> <p>We want to see passionate Ambassadors who have developed new skills and built relationships with community projects.</p> <p>We are also looking for Ambassadors</p>	<table border="1" data-bbox="801 943 1263 1251"> <tr> <td>First Place</td> <td>£1,000 credit</td> </tr> <tr> <td>Second Place</td> <td>£500 credit</td> </tr> <tr> <td>Third Place</td> <td>£300 credit</td> </tr> <tr> <td>Highly Commendable Awards x 12</td> <td>£100 credit per Highly Commendable Ambassador.</td> </tr> </table>	First Place	£1,000 credit	Second Place	£500 credit	Third Place	£300 credit	Highly Commendable Awards x 12	£100 credit per Highly Commendable Ambassador.	<p>To be eligible you must be a registered Cultivation Street Garden Centre</p>		<p>09/09/2018</p>
First Place	£1,000 credit											
Second Place	£500 credit											
Third Place	£300 credit											
Highly Commendable Awards x 12	£100 credit per Highly Commendable Ambassador.											



<p>who have immersed themselves in the campaign by assisting with entries and encouraging communities to share their stories and photos online.</p>				
<p>Colour your Life Sponsored by Calliope® Geraniums</p> <p>This new category for 2018 is brought to you and sponsored by Calliope® Geraniums. Calliope® Geraniums can grow like no other, they have outstanding growing performance as they are worry free and offer vibrant colours.</p> <p>To enter you must use Calliope® Geraniums in your display. We are not only looking for applicants to have healthy and colourful flowers but to also present them creatively.</p>	<p>The winner will win £500 credit plus 100 Calliope® Geranium plug plants</p>	<p>To be eligible to enter the Colour Your Life category the individual/group must use Calliope Geraniums in the garden which will be available via a prize draw.</p>		<p>23/09/2018</p>



Annex 2: Regions

There are 5 regions: (1) Scotland, (2) Midlands and East Anglia, (3) North of England, (4) South and Channel Islands (5) Wales, Northern Ireland and Isle of Man. These are divided by postal code as follows:

Scotland:

AB, DD, DG, EH, FK, G, HS, IV, KA, KW, KY, ML, PA, PH, TD, ZE

North of England:

BB, BD, BL, CA, CH, CW, DH, DL, DN, FY, HD, HG, HU, HX, L, LA, LS, M, NE, OL, PR, S, SK, SR, TS, WA, WF, YO

Wales, Northern Ireland and Isle of Man:

BT, CF, IM, LD, LL, NP, SA, SY

South of England and Channel Islands:

AL, BA, BH, BN, BR, BS, CM, CO, CR, CT, DA, DT, E, EC, EN, EX, GU, GY, HA, HP, IG, JE, KT, LU, ME, MK, N, NW, OX, PL, PO, RG, RH, RM, SE, SG, SL, SM, SN, SO, SP, SS, SW, TA, TN, TQ, TR, TW, UB, W, WC, WD

Midlands and East Anglia:

B, CB, CV, DE, DY, GL, HR, IP, LE, LN, NG, NN, NR, PE, ST, TF, WR, WS, WV