

## River Island Applications for the Pre-Launch Casting Events Competition

### 1. The Promoter

The promoter is River Island Clothing Co. Ltd, Chelsea House, Westgate, London, W5 1DR (“**River Island**”). River Island is a data controller under the General Data Protection Regulation and is registered with the Information Commissioner’s Office. No provisions of these terms & conditions shall affect any statutory rights of entrants. “**River Island**” is the registered trademark of River Island Clothing Co. Ltd.

### 2. The competition

- 2.1 The title of the competition is **River Island Applications for the Pre-Launch Casting Events Competition** (the “**Competition**”). The Competition will be sent out as a press release. The purpose of the Competition is to take part in the River Island “Next in Denim Campaign” (the “**Campaign**”).

### 3. How to enter

- 3.1 There are 2-stages of the application process to win a chance to be in the Campaign:
- (a) Eligible entrants must email [denimcasting@river-island.com](mailto:denimcasting@river-island.com) with their name, age, location and 3 x images of themselves (“**Stage 1**”). The entrants must complete Stage 1 between 12pm (BST) on 21<sup>st</sup> August 2023 to 12am (BST) on 28th August 2023.
  - (b) If you are successful and selected once completing Stage 1, then you must attend one in-store casting event. The successful entrants must attend one of the events held on either 7<sup>th</sup> September 2023 after 5pm at Manchester Trafford or 5th September 2023 after 5pm at Thurrock River Island Store (“**Stage 2**”).
- 3.2 All Competition entries at Stage 1 and Stage 2 must be submitted by no later than times prescribed at clauses 3.1(a) and (b). All Competition entries received after the closing times listed above are automatically disqualified.
- 3.3 If successful applicants are under the age of 18 and are through to Stage 2, they must be accompanied by a responsible adult at all material times at the event.
- 3.4 Travel to and from the event will not be covered by River Island and is at the entrant’s own expense.
- 3.5 River Island 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 posting

failure, equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind; or

(b) proof of posting or 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 The Competition entries will be entered into a draw and the winner will be selected by a computer process that produces verifiably random results.

#### **4. Eligibility**

4.1 The Competition is open to those who live in or are prepared to travel to Thurrock or Manchester ("**Entrants**") and excludes:

- (a) employees of the River Island or its holding or subsidiary companies;
- (b) employees of agents or suppliers of River Island or its holding or subsidiary companies, 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 Entries may be submitted on behalf of the Entrant if they are under the age of 12 by a person aged 18 or over (the "**Responsible Adult**"). The Responsible Adult must have permission to submit the Entry and to share the Entrant's information.

4.3 In entering the Competition, you confirm that you are eligible to do so and eligible to claim the Prize. River Island may require you to provide proof that you are eligible to enter the Competition.

4.4 River Island 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.

4.5 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 unless it is by a Responsible Adult.

- 4.6 River Island reserves all rights to disqualify you if your conduct is contrary to the spirit or intention of the Competition.

## 5. The Prize

- 5.1 The selected winners who were successful at Stage 2 will receive the Competition Prize (“the **Prize**”) which is:

- (a) The opportunity to take part in a River Island photoshoot and the Campaign on the 14<sup>th</sup> September 2023 in Central London (location and timing TBC); and
- (b) £500 River Island Wardrobe which will be split into 2x £250 digital gift cards to spend either online or in-store across all ranges. River Island will contact the winner and send their gift card to them digitally. The gift-card will be valid for 12 months.

together the (“**Prize**”).

- 5.2 Prizes are subject to availability. There is no alternative for the Prize.
- 5.3 If the winner is under the age of 18, they must be accompanied by a Responsible Adult at the photoshoot and Campaign.
- 5.4 Travel to and from the photoshoot and Campaign will not be covered by River Island and is at the winner’s own expense.
- 5.5 The Prize is supplied by River Island. River Island reserves the right to replace the Prize with an alternative prize of equal or higher value if circumstances beyond River Island’s control makes it necessary to do so.
- 5.6 The Prize is not negotiable or transferable.
- 5.7 In order to claim the Prize, the winner must reply to the email(s) sent by River Island for all three stages and by no later than the date prescribed in the email(s).

## 6. Winners

- 6.1 The decision of River Island is final, and no correspondence or discussion will be entered into.
- 6.2 River Island will contact the winner personally as soon as practicable, using the **email address** used to enter the Competition.
- 6.3 River Island must make available information that indicates that a valid award took place. To comply with this obligation River Island will send the surname and county of major prize winners and, if applicable copies of their winning entries, to anyone who emails

*customer.services@river-island.com* within one month after the Closing Date of clause 3.1(b).

- 6.4 If you object to any or all of your surname, town or county and winning entry being published or made available, please contact River Island [customer.services@river-island.com](mailto:customer.services@river-island.com). In such circumstances, River Island must still provide the information and winning entry to the Advertising Standards Authority on request.

## **7. Claiming the Prize**

- 7.1 If you are the winner of the Competition, you must reply to the email(s) sent by River Island for all three stages and by no later than the date prescribed in the email(s). 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 unless you are a Responsible Adult as per clause 4.2.
- 7.3 River Island will make all reasonable efforts to contact the winner. If the winner cannot be contacted or is not available or has not claimed the Prize by the dates prescribed in the email correspondence, River Island reserves the right to offer the Prize to the next eligible Entrant selected from the entries that were received before the closing date at clause 3.1(a) or (b).
- 7.4 River Island does not accept any responsibility if you are not able to take up the Prize.

## **8. Limitation of liability**

Insofar as is permitted by law, River Island, 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 River Island, its agents or distributors or that of their employees. Your statutory rights are not affected.

## **9. Ownership of competition entries and intellectual property rights**

All Competition entries and any accompanying material submitted to River Island will become the property of River Island on receipt and will not be returned.

By submitting your Competition entry and any accompanying material, you agree to:

- a. assign to River Island all your intellectual property rights with full title guarantee; and

- b. waive all moral rights, in and to your Competition entry and otherwise arising in connection with your entry to which you may now or at any time in the future be entitled under the Copyright, Designs and Patents Act 1988 as amended from time to time and under all similar legislation from time to time in force anywhere in the world.

You agree that River Island may, but is not required to, make your entry available on its website [www.riverisland.com](http://www.riverisland.com) and any other media, whether now known or invented in the future, and in connection with any publicity of the competition. You agree to grant River Island a non-exclusive, worldwide, irrevocable licence, for the full period of any intellectual property rights in the competition entry and any accompanying materials, to use, display, publish, transmit, copy, edit, alter, store, re-format and sub-licence the Competition entry and any accompanying materials for such purposes.

## **10. Data protection and publicity**

- 10.1 River Island will only process your personal information as set out in the <https://www.riverisland.com/privacy> and <https://www.riverisland.com/useful-information/privacy-notice-cookies>. See also condition 6.3 and condition 6.4, with regard to the announcement of winners.
- 10.2 By uploading your image to enter the Competition you consent to River Island sharing it with an external Casting Director and River Island's external creative agency. River Island will retain the images until a decision has been made on the casting.

## **11. General**

- 11.1 If there is any reason to believe that there has been a breach of these terms and conditions, River Island may, at its sole discretion, reserve the right to exclude you from participating in the Competition.
- 11.2 River Island reserves the right to hold void, suspend, cancel, or amend the Prize, the Campaign or the Competition where it becomes necessary to do so.
- 11.3 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.