



**Head Office**

Grant House, Lockett Road, Ashton-in-Makerfield  
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## **EXTERNAL PHOTO COMPETITION TERMS AND CONDITIONS**

**This MGF (Trench Construction Systems) Ltd ('MGF') photography competition (the 'Competition') is subject to the following Terms and Conditions ('Conditions') and by entering the Competition you will be held to have accepted them.**

1. Your entry should include your full name, company/employer name, telephone and electronic contact details. All Competition entrants agree to the use/disclosure of their name in connection with any entry photograph which is published in any form in any media.
2. All entries must be received by 4pm on the last working day of the month (**'Closing Date'**).
3. The site location and a brief description of the photographed image should be included.
4. It must be confirmed that the site contractor and project owner (as applicable) have granted permission for MGF to use the image for its marketing purposes. Failure to supply such confirmation will automatically invalidate an entry. The confirmation should include relevant contact details for the purpose of verification (to include the job title and contact details of the company representative granting permission).
5. MGF shall not be responsible for any photograph which does not comply with the provisions of (4) above and in particular (but not so as to be limited to) shall not be responsible for any intellectual property violations (including for the avoidance of doubt any copyright violations) that might have resulted through the submission of an entry.
6. The submitted entries must be of a reasonable quality.
7. The submitted photographs must comply with all current UK Health and Safety legislation.
8. In the event that the same image is submitted more than once only the first submission will be eligible.
9. If an entrant is unable to be contacted after reasonable attempts have been made to do so MGF reserves the right to invalidate the entry. Entries must not be sent through agencies or third parties. MGF accepts no responsibility for lost, damaged or delayed entries whether due to transmission errors, website malfunction, computer error or otherwise.
10. The winner will be selected via an online vote on social media and entrants agree that following the Closing Date MGF will select four qualifying photographs for the purpose of submission to appropriate social media platforms including (but not so as to be limited to) LinkedIn. MGF's selection decisions will be considered final and no correspondence will be entered into.
11. Your entry photograph must be an original creation – no copyrighted images may be used. By submitting an entry in the Competition you irrevocably grant to MGF a non-exclusive, transferable, sub-licensable, royalty-free and worldwide commercial licence, to host, use, publish, distribute, modify, reproduce, run, copy, create derivative works from, publicly display, translate, transmit, store,



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or sell your entry photograph (whether or not it wins the Competition) in all formats and in any medium of communication, and for all marketing/promotional purposes which MGF shall consider appropriate. You represent and warrant to MGF with the intention that MGF shall rely on such representation and warranty that any entry you may submit is original and that you own it exclusively and have the right, without the permission of any other person or legal entity **(including your employer)**, to license to MGF the rights in the entry for all the purposes contemplated in these Conditions.

12. If your entry clearly features any person or people who may be easily identified they should be made aware that they are being photographed and permission should be provided that the photograph may be submitted in the Competition. If it is clear or MGF is made aware that the people are not aware of their picture being taken or are embarrassed in any way by any entry we receive, MGF reserves the right to disqualify the entry.

13. Any data you provide will be collected and stored by MGF in accordance with the GDPR 2018. MGF will only use your data for its legitimate interests which shall include the specified purposes set out herein (to which you are deemed to have granted permission by entry into the Competition). Entrants may withdraw consent to the use of their personal name and details at any time by emailing [stephen.baldwin@mgf.co.uk](mailto:stephen.baldwin@mgf.co.uk) but such withdrawal may not affect the material that has already been used nor affect MGF's continuing use of the entry photograph as set out at (11) above.

14. MGF does not accept responsibility for losses not caused by our breach of these Conditions or otherwise by our acts; losses that are not reasonably foreseeable by you and us at the time of entry into this competition; and events beyond our reasonable control. Nothing in these Conditions is intended to exclude or limit our liability for death, personal injury or fraudulent misrepresentation caused by our negligence.

15. Each entrant acknowledges and agrees that any failure to comply with these Conditions may lead to MGF disqualifying that entrant without being required to give reasons for such disqualification.

16. The winning entrant will be contacted within 28 days of the Closing Date and shall receive (via email) an Amazon gift voucher "voucher" worth £50 (subject to voucher terms and conditions). Lost, stolen or expired vouchers cannot be refunded (whether as a result of transmission error or otherwise). No other prize or compensation of any nature is available.

17. MGF reserves the right to cancel the Competition at any time or to amend these Conditions for any reason it deems necessary.

18. These Conditions shall be governed and construed in accordance with English law and subject to the exclusive jurisdiction of the English courts.