



## PHOTO/VIDEO/IMAGES FORM

### **Data protection**

St Modwen Homes Limited ("**SMH**"), 2 Devon Way, Longbridge, Birmingham, B31 2TS is a controller of the personal data that you provide. The SMH privacy policy available at <https://www.stmodwenhomes.co.uk/downloads/privacy-notice.pdf> and attached to this form sets out how SMH uses and protects personal data that you provide.

### **Campaigns**

Any personal data that you provide about you, any children or any other person(s) in any text, post, photo, video or images, including your name, relevant St Modwen development and your location, will be used in promotional, marketing and advertising campaigns and in internal and external publications and in different media such as social media platforms and posts, online and paper based campaigns. It will also be used as set out below. SMH relies on its legitimate interests to promote, market and advertise its business when using and processing such personal data. Your name and country location will also be made available to those who request it in accordance with the Campaign terms and conditions.

Due to the nature of this media, your personal data may be accessible in different countries that do not have laws with the same level of protection for your personal data as in the UK. You should only provide personal data that you and those in those items are comfortable sharing with others. Please do not provide personal data or images that you or they would not want to be publicly available.

Where we rely on our legitimate interests to use personal data, you have the right to object to that use by contacting us at [sales@stmodwenhomes.co.uk](mailto:sales@stmodwenhomes.co.uk). We will make an assessment as to whether there is a basis for us to continue using that personal data and inform you of the outcome of our assessment. For example, it may be your personal data and images will not be used in future publications but may continue to appear in publications already in circulation.

You have the right to request to see a copy of the information we hold about you and to request corrections or deletions of the information that is no longer required. Further details of your rights are set out in the SMH privacy policy.

### **Social media platforms**

Your personal data (including your name, relevant St Modwen development and location) and images will be posted on Facebook, Instagram, LinkedIn, Pinterest, Twitter, YouTube, Google Images and other social network sites. Each of these sites has their own terms and conditions, privacy and cookie policies that will apply to their processing of your personal data. You can obtain a copy of these terms and notices by visiting their sites. Information on these sites is public, viewable and generally searchable around the world. It can also be re-shared anywhere.

## Intellectual property consent

SMH will use the photograph(s)/ image(s) and video(s) taken of you and your home (the "**Materials**") for internal and external publication and for marketing and publicity purposes.

You acknowledge that you have read and agreed to the terms and conditions which accompany this form.

You hereby irrevocably give SMH permission throughout the world to use, publish, reproduce, edit, exhibit, project, display and otherwise use the Materials for the purposes of producing publications, advertising, recruitment, presenting, marketing and promotional activity, fund raising, publicity, archival or any other lawful purpose (the "**Purposes**"). You hereby waive any right that you may have to compensation or to inspect or approve the finished products using such Materials, provided that the Materials are used in connection with the Purposes.

You do not object to SMH:

- (i) storing copies of the Materials for the Purposes; or
- (ii) transferring the Materials and your contact details to a destination outside the European Economic Area in connection with the Purposes.

You confirm that you are at least 18 years of age and you are competent to contract in your own name. You have read this release before signing below, and this release is signed voluntarily, under no duress and without expectation of compensation in any form now or in the future.

You acknowledged that you have been given the choice to the Materials being used in this way. The provision of your consent is entirely at your option.

In the event that you undertake any promotional activity for SMH using your Materials on any platform (including, but not limited to, social media channels such as Facebook, Instagram and Twitter), you will make clear that this activity is a 'paid for' advertisement.

You agree that this release and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. You agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this release or its subject matter or formation (including non-contractual disputes or claims).

### How to contact us

If you have any queries about how we use your personal data and images please contact the St. Modwen Information Protection Officer (DPO) by post or email at the details specified below:

Group Information Protection Officer, Park Point 17 High Street, Longbridge, Birmingham, B31 2UQ

Email: [protectinginformation@stmodwen.co.uk](mailto:protectinginformation@stmodwen.co.uk)

**Declaration**

***Data protection and general***

*I confirm that I have informed any person in the photos, videos or images that I provide that it will be used as set out in this form.*

*I confirm that any child in any photo, video or image that I provide is my child or that I have informed the person with parental responsibility or guardianship of how these will be used and they do not object.*

*I confirm that I understand that my name, relevant St Modwen development and location will be published in promotional, marketing and advertising materials as set out in this form.*

*Where you rely on legitimate interests to use my personal data I understand that if I wish to object to such use I can do so by contacting you at sales@stmodwenhomes.co.uk.*

*I acknowledge that I have read and understood the contents of this form and the SMH privacy policy.*

***Intellectual property consent***

*I understand and explicitly agree that SMH may use the Materials for the Purposes detailed above.*

*Print full name: .....*

*Signature: .....*

*Date: .....*



## Campaign Terms & Conditions

The following terms and conditions apply to the "as individual as you are" campaign (the "Campaign") and by participating in the Campaign, entrants will be deemed to have read, understood and accepted the following:

### A. The Campaign

1. The Campaign is run and promoted by St. Modwen Homes Limited (company number 09095920) whose registered office is at Park Point 17 High Street, Longbridge, Birmingham, B31 2UQ ("St. Modwen Homes").
2. The Campaign will begin at 00:00 (GMT) on Monday 1<sup>st</sup> April 2019 and end at 23:59 (GMT) on Sunday September 1<sup>st</sup> 2019 (the "Campaign Period").

### B. Eligibility

3. The Campaign is open to all individuals who are 18 years of age and over and who are resident in the United Kingdom, except employees of St. Modwen Homes and any other partner, supplier of third party employees directly involved with the Campaign and their immediate families and dependents.
4. There is no entry fee and no purchase necessary to enter the Campaign.
5. St. Modwen Homes reserves the right to verify the validity of Contributions and to disqualify any entrant who is not eligible in accordance with these terms and conditions.

### C. How to Participate in the Campaign

6. By entering the Campaign an entrant is indicating his/her agreement to be bound by these terms and conditions. Each individual that enters the Campaign will be considered an "Entrant".
7. To enter the Campaign Entrants must submit any text, photographs, graphics, images, video or audio that represents the tagline "as individual as you are" (a "Contribution"), Contributions can be submitted by entrants via email ([stmodwenhomes@core-marketing.co.uk](mailto:stmodwenhomes@core-marketing.co.uk)), or via St Modwen Homes' social media channels (including Facebook, Instagram and Twitter).
8. There is no limit to the number of Contributions that Entrants can submit in respect of the Campaign.



9. Under no circumstances will St Modwen Homes be liable in any way for any loss of any kind incurred in respect of any submission of a Contribution made by an Entrant for whatever reason.
10. By submitting a Contribution, an Entrant will be deemed to have granted St. Modwen Homes the right to use their Contribution in any such media as St. Modwen Homes may choose from time to time (including but not limited to the internet) for all marketing, advertising and promotional purposes linked with, but not limited to, the Campaign without additional consent being sought from the Entrant.
11. By submitting a Contribution, Entrants acknowledge that their Contribution is their own original work, is not defamatory and does not infringe any current UK legislation, that they have the right to give St. Modwen Homes permission to use it for the purposes specified in these terms and conditions, and that they have the consent of anyone who is identifiable in their Contribution or the consent of their parent or guardian if they are under 16 years of age to use the Contribution. In respect of any personal data in any Contribution, St Modwen Homes relies on its legitimate interest to use such personal data.

#### D. Prize

12. Entries will be judged by an independent judge who is not employed by St Modwen Homes and St Modwen homes marketing team representative based on their creative merits and relevance to hashtag "as individual as you are". According to St Modwen Homes, "as individual as you are" represents the individual personality and the style of the Entrant's home, living life to its fullest. Photos should be uplifting, well balanced and "human" in terms of real life day to day activity. The judging panel will pick **20** Contributions to use as part of St Modwen Homes promotional, marketing and advertising materials including any under the Campaign (a "**Winning Contribution**").
13. In exchange for use of a Winning Contribution, St. Modwen Homes will award the relevant entrant (a "**Winning Entrant**") fifty pounds Sterling (£50) (the "**Prize**").
14. Winning Entrants will be contacted by email to notify them that they have won within seven (7) days of being selected. All reasonable efforts will be made to contact the Winning Entrants, but if a Winning Entrant fails to respond to the email within seven (7) days of this notification, he or she will forfeit the Prize and another Contribution will be chosen by the panel of judges as a Winning Contribution. Winning Entrants will be required to provide a completed photo/video/images form in respect of St Modwen Homes' use of the Winning Contribution.



15. Payment of the Prize will be made by St. Modwen Homes to the Winning Entrants via cheque within thirty (30) days of being notified that they are Winning Entrants. St Modwen Homes may withhold payment of the Prize until the Winning Entrant has provided the completed photo/video/images.
16. For the avoidance of doubt, the monetary value of the prize that a Winning Entrant receives for his or her Winning Contribution will not change or increase if that Winning Entrant submits any further Contributions at a later date.
17. The prize is not transferable and St. Modwen Homes reserves the right to substitute any prize with another of equivalent value at any time and without giving advance notice to the Winning Entrants.
18. The name and country of the Winning Entrant will be made available upon written request provided that the request is made no later than thirty (30) days after the end of the Campaign Period.

#### **E. Other terms and conditions**

19. St. Modwen Homes reserves the right to cancel or amend any aspect of the Campaign and/or these terms and conditions without notice as a result of any default due to any act of God, war, strike, lockout, industrial action, fire, flood, drought, windstorm or other event beyond the reasonable control of St. Modwen Homes.
20. St. Modwen Homes will contact Entrants directly if their Contributions are chosen as Winning Contributions.
21. St. Modwen Homes' decision in respect of all matters to do with the Campaign and any related competitions will be final and no correspondence will be entered into.
22. The Campaign and these terms and conditions will be governed by English law and any disputes will be subject to the exclusive jurisdiction of the courts of England.
23. The entrants confirm that they understand that their names, relevant St Modwen development, location and images will be used in any publicity, advertising or promotional materials, as well as their entry. Any personal data relating to the Winning Entrants or any other entrants will be used by St. Modwen Homes in accordance with current UK data protection legislation.
24. The Campaign is in no way sponsored, endorsed or administered by, or associated with, Facebook, Instagram or any other social media channel. The terms and conditions for Facebook, Instagram and those other social media channels used by Entrants when entering the Campaign will apply. Entrants acknowledge that they are providing their information to St. Modwen Homes and not to any other party. The information provided by



entrants will be

used in conjunction with

the following Privacy Policy found at

<https://www.stmodwenhomes.co.uk/downloads/privacy-notice.pdf>.