

## Terms and Conditions for the Hatch competition 2023

These are the terms and conditions for the Hatch competition found at [www.midsummerplace.co.uk/blog/hatch-2023](http://www.midsummerplace.co.uk/blog/hatch-2023)

1. The promoter of this competition is Midsummer Place managed by property company intu Milton Keynes Ltd, 35 Ballards Lane, London, United Kingdom, N3 1XW, a company registered in England (“we”, “us” or “our”).
2. **To participate** in the competition you must submit your online application (see section 7 below) between 00:01 on 30<sup>th</sup> January 2023 and 23:59 on 28<sup>th</sup> February 2023 (the “**Competition Period**”). Entries submitted outside of the Competition Period will not be valid.
3. If you wish to participate in the competition you agree to these terms and conditions (“**Terms**”). By entering the competition, all entrants will be deemed to have accepted these Terms, so please read these Terms carefully.

### **Entry**

4. The competition is only open to legal residents of the UK aged 18 and over. The competition excludes employees and contractors, agents and service providers of Midsummer Place.
5. Entry into the competition is restricted to one entry form (see section 7 below) per individual business. No purchase or payment of any form is required for entry into the competition.
6. All entry instructions for the competition will form part of these Terms. Entry instructions can be found at [www.midsummerplace.co.uk/blog/hatch-2023](http://www.midsummerplace.co.uk/blog/hatch-2023)
7. To enter the competition, you must submit your online application between 00:01 on 30<sup>th</sup> January 2023 and 23:59 on 28<sup>th</sup> February 2023. The first part of the application is a survey monkey form which must be completed in full, details on where to access this survey can be found at [www.midsummerplace.co.uk/blog/hatch-2023](http://www.midsummerplace.co.uk/blog/hatch-2023). All successful candidates will then be invited to pitch their business to our panel of judges on the w/c 27<sup>th</sup> March 2023 (dates subject to change), so must be available on these dates in order to be considered. Entries must be submitted by the specified closing date (see section 2 above). Individuals who do not follow all of the instructions in these Terms, provide the required information, successfully submit their entry, timely submit their entry, be available for the final pitches and/or abide by these Terms may be disqualified. Automated entries are prohibited, and any use of automated devices will cause disqualification. Any entrant that attempts to complete or submit fraudulent entries, and their entries, will be disqualified. Entrants may not enter with multiple email addresses nor may entrants use any other device or artifice to enter multiple times or as multiple entrants. Any entrant who attempts to enter with multiple email addresses, under multiple identities, or uses any device or artifice to register multiple times will be disqualified and forfeits any and all prizes won. Multiple entrants are not permitted to share the same email address. Should multiple users of the same email account enter the competition and a dispute thereafter arise regarding the identity of the entrant, the authorised account holder of the said email account at the time of entry will be considered the entrant. Authorised account holder is the natural person who is assigned an email address by an Internet access provider, on-line service provider or other organisation, which is responsible for assigning email addresses or the domain associated with the

submitted email address. Potential winner may be required to show proof of being the authorised account holder.

### **Prize(s) & Winning**

8. One winner will receive retail space, rent, rates and utilities free for 43 days, occupation dates will be provided to the winner, but the rent free period will be no later than end of September 2023 at Midsummer Place Shopping Centre, Milton Keynes.  
The winner will be responsible for their shop design and fit out, staffing and all costs related with physically running their business that aren't specified as part of the free prize.
9. We reserve the right to: (i) award an alternative prize of equal or greater value; (ii) subject to section 20 below, in unavoidable circumstances vary the closing date for the competition; (iii) cancel or refuse any individual's entry to the competition if they are in breach of these Terms; and (iv) in exceptional circumstances amend these Terms, in which case we will notify such changes to entrants and potential entrants; (v) to select more than one winner.
10. The prize winner will be selected by an appointed panel of judges. Judges decision is final.
11. All entries could be referred to in our PR and marketing comms including, website, social media and press releases. This will include business name and descriptions. We will also work with the winner to deliver pre-opening and launch marketing activity for their new retail space at Midsummer Place.
12. The prize winner will be requested to take part in some promotional activity as part of receiving the prize e.g. publicity photos. If you agree to take part in such promotional activity, you will need to enter into an image release form which allows us to use your images and/or any footage in which you appear in our promotional campaigns, which may include press and magazine advertising, direct mail, outdoor advertising, transport advertising (such as buses), social media advertising (such as Facebook, Instagram and Twitter), in-centre advertising (such as floor graphics and banners), leaflets and flyers and on our website.
13. You will not be entitled to receive payment for any such use by us of your image or footage in which you appear.
14. The decision of Midsummer Place and/or any independent judge (as applicable) is final and binding in all matters relating to this competition, and no correspondence will be entered into on the matter.
15. Prizes are subject to availability. The prize(s) will be as stated in these terms (see point 8).  
There is no cash alternative in whole or in part for prizes, subject to section 9 above. Prizes are non-negotiable, non-refundable and non-transferable. Prizes cannot also be used in conjunction with any other offers or promotions.

### **Your information & image**

16. Information you provide to us on the entry form will be used to administer the competition and to contact you only for the purposes of the competition and will be deleted after 6 months from the conclusion of the competition, unless you have signed up to be contacted by Midsummer Place and its retailers for marketing purposes or wish to be contacted by the centre's letting representatives. We may need your date of birth to verify that you are entitled to enter this competition, but will not use it for any other purpose. We will not pass on your information to any other third parties other than those specified above, and you can opt-out from direct marketing at any time.
17. We will keep your personal information secure and will process it in accordance with all applicable data protection legislation. Intu Milton Keynes Limited (company number

08133358) whose address for service of any notice is 35 Ballards Lane, London, United Kingdom, N3 1XW are data controllers for the purposes of European Economic Area data protection law in respect of your data.

18. For further information about how we handle your personal data (including, if you win, your image), including in relation to your rights, please see our privacy policy.

### **General**

19. We reserve the right at our sole discretion to disqualify any entrant that tampers or attempts to tamper with the entry process or the operation of the competition or website; violates the Terms; or acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Any attempt by any person to deliberately undermine the legitimate operation of the competition may be a violation of criminal and civil law, and, should such an attempt be made. We also reserve the right to seek damages from any such person and entrant to the fullest extent permitted by law.
20. Our failure to enforce any term of the Terms shall not constitute a waiver of that provision. We reserve the right, at our sole discretion, to cancel, terminate, modify or suspend the competition if it is not capable of running as planned, including, but not limited to, infection by computer virus, tampering, unauthorised intervention, fraud, technical failures or any other problems beyond our control and award the prize from among all eligible online entries received prior to cancellation. Other than for fraudulent misrepresentation or death or personal injury arising from our negligence, we exclude, to the full extent permitted by law, all liability for any loss, damage, cost and expense you may incur, whether direct or indirect and however caused, in connection with this competition or the prizes. We are not responsible for lost, late, misdirected, undelivered, incorrect, or inaccurate entry forms whether caused by Internet users or by any of the equipment or programming associated with or utilised in the competition or by any technical or human error which may occur in the processing of the entry forms.
21. These Terms and this competition are governed by English law and you submit to the exclusive jurisdiction of the courts of England and Wales.

### **Questions**

22. Any queries in relation to this competition should be directed in writing to The Marketing Department, Midsummer Place, 67 Midsummer Place, Central Milton Keynes, MK9 3GB.

Dated: 24<sup>th</sup> January 2023