

Design a Secret Garden Competition Terms and Conditions

1. Entrants must be 16 or under.
2. Entries must be emailed to the RHS Campaign for School Gardening by a responsible adult aged 18 or over. If entries are being made by a teacher, group leader or similar, they must have consent from the child's parent/legal guardian.
3. Only one entry per person will be accepted. If multiple designs are submitted, only the first will be accepted.
4. The deadline for entries is midnight on Thursday 19th November 2020. No entries can be made or will be accepted after this time.
5. Of the entries received, one winner will be selected along with five runners up.
6. The winner and runners up will be selected during week commencing 14th December by a panel of judges, including RHS and Sky employees, and star of the film, Dixie Egerickx.
7. The winner and runners up will be notified Thursday 17th December by the email address they provided. Entrants will need to have supplied a valid email address when entering the competition. If the winner does not respond when contacted on two separate occasions, a back-up winner will be chosen from the runners up and notified by email.
8. Consent will be required from the parent or guardian of the winner and runners up for the children's name, school name, location and information pertaining to the submitted design, to be used for purposes in connection with the Design a Secret Garden competition, including but not limited to publication on the RHS and/or RHS Campaign for School Gardening websites, social media channels, newsletters and our competition partner Sky's websites, social media channels and newsletters.
9. Consent will be required from the school or group (where relevant) of the winner and runners up for its name and address being published in connection with the competition on the RHS and/or RHS Campaign for School Gardening websites, social media channels, newsletters and our competition partner Sky's websites, social media channels and newsletters.
10. The winner and their schools/group (where relevant) will be required to take part in any publicity as conducted by the RHS Press Office or Campaign for School Gardening team in connection with the design and build of the winning design.
11. By entering the Competition, each entrant grants the RHS a world-wide, perpetual, irrevocable, non-exclusive, transferable, royalty free and sub-licensable right and licence to use, reproduce, modify, adapt, publish or display (in whole or in part) any intellectual property contained in the content of their entry, without royalty, payment or other compensation. The RHS will be free to also assign such rights to third

parties to be used for purposes in connection with the Design a Secret Garden competition only. Each Entrant agrees not to assert any moral rights in relation to such use and warrants that they have full authority to grant such rights.

12. Entrants, parents and guardians should be aware that the information submitted (name, age, school/group etc.) of the winner and finalists will be retained by the RHS permanently for purposes of archiving in the public interest. It is the responsibility of the applicant to ensure the person entering the competition is not subject to child protection or safeguarding restrictions. Please read our full Privacy Policy for how we process personal data and your rights under DPA 2018 on the RHS Website - <https://www.rhs.org.uk/Privacy>.
13. For those young people not selected as the winner or runners up, their personal data will be deleted within 30 days of announcement of the competition winners and runners up.
14. The winner will be given the opportunity to have their design, or elements of their design, brought to life by the RHS. The design, or elements of, will be recreated in the school grounds of the winner or in their local community, whichever the RHS deems to be the most acceptable. The re-creation of the winning garden design will be planned and executed by the RHS in consultation with the winner and their school or local council, as applicable, provided that RHS will have sole discretion in determining the final specifications and plant choices for the winning garden.
15. If the winner's school or local council does not wish to participate, the RHS reserves the right to choose another winner from the five runners up selected.
16. The winner and the five runners up will each receive a movie goody bag.
17. All decisions of the RHS are final and no correspondence regarding the winner or runners up will be entered into.
18. The prizes must be accepted as stated and cannot be altered. There will be no cash alternatives.
19. By sending in the entry form to the RHS you will be deemed to have accepted the terms and conditions and to have agreed to be bound by them.
20. These terms and conditions are governed by the laws of England and Wales.
21. The RHS reserves the right to amend these terms and conditions at any time by publication on the RHS and/ or Campaign for School Gardening website.
22. The Design a Secret Garden competition is open to UK residents, excluding i) employees, agents or subcontractors of the RHS, ii) any employees, agents or subcontractors of Sky, Studiocanal, Heyday Films and Decca Records, iii) the immediate families of such employees, agents subcontractors or sponsors.