

Win your own Pop-Up Market Stall Competition Terms and Conditions

These standard terms and conditions are subject to any other terms and conditions provided to you or to which you are referred at the time of entering the competition.

1. This competition is organised by Essex County Council, County Hall, Market Road, Chelmsford, Essex CM1 1QH in partnership with Brentwood Borough Council, Town Hall, Ingrave Road, Brentwood, CM15 8AY.
2. ECC reserves the right to void, suspend, cancel, or amend the competition at any time without prior notice. Any changes will be posted on the Essex County Council's website located at: www.essex.gov.uk.
3. In the event of any dispute regarding the competition, the final decision of Essex County Council shall be final and binding and no correspondence or discussion shall be entered into. Terms and conditions shall be governed by English law and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

Competition Details

4. Entrants will submit an application form as published on the Essex County Council website with a range of set questions. Photo attachments of their products are also allowed. **Five winners will win a market stall at the Brentwood Pop-Up Marketplace on September 4th 2021, a space at a workshop entitled 'How to run a pop-up market stall' and a space on a pre start up course being run by Colbea.**
5. **These prizes are non-transferable and no cash alternatives to the prizes will be offered.**
6. The five winners will be selected by members of Essex County Council, Brentwood Borough Council and The Pop-Up Club.

Qualifying Criteria

7. Entrants must satisfy the following conditions to enter the competition: -
 - a. Live within the [administrative area of Essex County Council](#) and;
 - b. Be over the ages of 18 years old on the closing date of the competition. Proof of identity and age may be required.
8. Essex County Council may omit any entries that are incomplete.
9. Employees of Essex County Council and Brentwood Borough Council and their families are not eligible to enter this competition.
10. Use of false information will result in disqualification.
11. Essex County Council and Brentwood Borough Council reserves the right to disqualify any entrant if it has reasonable grounds to believe the entrant has breached any of these terms and conditions.
12. Essex County Council and Brentwood Borough Council reserve the right to disqualify an entrant if their conduct is contrary to the spirit or intention of the competition.
13. Essex County Council and Brentwood Borough Council will not accept competition entries that are automatically generated by computer; completed by third parties in bulk; illegible, altered, reconstructed, forged, or tampered with; or incomplete.
14. Entrants must submit their entry by completing the application form online.

Competition Entries

The competition begins at on Wednesday 21st July 2021 and closes at 11.59pm on Friday 6th August 2021. There are five prizes available.

15. The entries received after the closing date are automatically disqualified.
16. Competition entry is free.
17. Entrants, including joint entrants, will only be eligible for one prize and may only submit their entry once.
18. Entries may be submitted on behalf of another person and joint entries will be accepted provided that both entrants meet the Qualifying Criteria.
19. Entries may not be submitted on behalf of another person if the person in question does not meet the criteria outlined in the Qualifying Criteria. Joint entries may not be submitted in the case that one or more persons do not meet the criteria outlined in clause 7.
20. Those participating in a joint entry may not also submit individual entries.
21. Essex County Council and Brentwood Borough Council cannot accept responsibility for any error, omission, interruption, deletion, defect, delay in operation, communications line failure, theft, destruction, alteration of, or unauthorised access to entries, or entries lost or delayed whether or not arising during operation as a result of server functions, virus, bugs or other causes outside its control.
22. Essex County Council and Brentwood Borough Council accepts no responsibility for entries not received for whatever reason.
23. The entrant agrees that Essex County Council and Brentwood Borough Council may, but is not required to, make the entrant's entry (in part or whole) available on its website.
24. The entrant confirms that it is not aware of any claim by any third party that the entry or any pre-existing material incorporating the entry or included within the entry, or the exploitation of the entry by either of the parties, has infringed or will infringe any rights of any third party.
25. You will remain the owner of the rights (e.g. copyright) in your entry content (photos of products). By entering, you grant us an exclusive, worldwide licence (i.e. permission) to use the entry content that you provide, as often and for as long as we consider appropriate or desirable.
26. You guarantee to us that: (i) you own and control all of the rights in your entry content; (ii) your entry content is not in breach of any third party intellectual property rights, moral rights, right to privacy, right to confidentiality etc., and you have the right to grant the rights set out in the Promotion Terms and Conditions; (iii) your entry content does not violate any applicable law or regulation or codes of good practice; (iv) your entry content does not contain anything which is indecent, untrue, defamatory, unlawful, hateful, threatening, demeaning, inappropriate, obscene, malicious or which is in contempt of court; (v) your entry content will not cause any kind of harm or damage and does not (to the best of your knowledge or belief) contain any virus, malware, spyware or similar; (vi) you will reimburse us for any loss, damage or liability arising out of a breach of your guarantees set out above.
27. You will sign such document as we reasonably request, at no cost to us, to confirm any or all of the above.
28. Unless otherwise stated, your entry content will not be returned to you.
29. By entering this competition, an entrant is indicating his/her agreement to be bound by these terms and conditions.

Competition Winning Entries

30. The winners agree to take part in publicity e.g., print media, social media and featuring on the Essex County Council website www.essex.gov.uk and the Brentwood Borough Council website www.brentwood.gov.uk
31. Essex County Council will arrange for the winners to be chosen by Essex County Council, Brentwood Borough Council and The Pop-Up Club from all entries received prior to the closing dates.
32. The winners will be contacted by email within one week after the closing date which will confirm that they have won.
33. In the case that the selected winner fails to respond within one week of receipt of our emailed confirmation message, a new winner will be selected, and the procedures outlined in clauses 25-29 will apply.
34. In the case that a different winner has been identified three times and all have failed to respond to the confirmation message within two weeks for the competition, no further winners shall be selected. In this instance, the prize for the competition will remain property of ECC.
35. Winners will have to be available on September 4th 2021 and be able to make their own way to Brentwood to run their market stall – the pitch and a gazebo will be provided free of charge, but winners will have to supply their own tables, rails, and any other stall furnishings.
36. Winners will need to have Public Liability Insurance in place to run the market stall, proof of this will be sought by Essex County Council prior to September 4th 2021.
37. Winners will have to be available for the 'How to run a market stall' workshop (to be run in August 2021) prior to the Market on September 4th 2021.
38. Where winners are not available for the pre-selected Colbea course on September 29th/30th 2021 an alternative course date with Colbea will be arranged.
39. This competition is in no way associated, endorsed, or administered with Facebook, Twitter, or Amazon.

Liability

40. Essex County Council does not accept any responsibility for any damage, loss, injury, or disappointment suffered by any entrant entering the competition or as a result of accepting any prize. Essex County Council is not responsible for any problems or technical malfunction of any computer on-line systems, servers or providers, computer equipment, software failure of any email or entry to be received on account of technical problems or traffic congestion on the internet, including any injury or damage to entrant's or any other person's computer relating to or resulting from participation or downloading any materials in the competition.
41. Essex County Council and Brentwood Borough Council are not responsible for any loss, financial or otherwise suffered by the entrants in entering the competition.

Data Protection and Publicity

42. Essex County Council handles information in accordance with the Freedom of Information Act 2000 and the Data Protection Act 2018 and is the data controller for the purposes of the Data Protection Act 2018. The personal information provided by you when entering into the competition will be used to administer the competition and will not be shared with anyone unless the law allows us to do so. Essex County Council will hold your name, image, and address to announce the winner of the competition and for promotional purposes. For more information on how Essex County Council process personal data and your rights under data protection legislation please see our privacy notice - <https://www.essex.gov.uk/topic/privacy-and-data-protection>.

How to contact us:

43. You can contact us in relation to the competition by writing to Essex County Council, County Hall, Market Road, Chelmsford, Essex CM1 1QH or by email at eve.calderbank@essex.gov.uk.