

**Christmas at Brewery Arts | The Man Who Wanted To Be A Penguin, to win ONE (1) of the following prizes:**

**A. Four family theatre tickets. Valid 6 months**

on a day of the winner's choosing, subject to availability,

**OR**

**B. £25 Food and Drink voucher. Valid 6 months**

The winner can use their £25 Food & Drink Gift Voucher in the Bar and Restaurant, but must specify when making a booking with the Catering Team. No monetary change can be given from a Gift Voucher. A Food & Drink Gift Voucher cannot be used in conjunction with any other discounts or offers, for example; a Brewery Arts Membership Discount.

**OR**

**C. Family of 4 Cinema ticket to a film of their choosing. Valid 6 months**

on a day of the winner's choosing, subject to availability,

**OR**

**D. Brewery Arts membership**

The winner will gain all the perks of a Brewery Arts membership, including exclusive offers. Offers are subject to availability. Cannot be used in conjunction with any other offers or promotions. Membership benefits can only be accessed by the named member, benefits are non-transferable. The winner must contact Brewery Arts and provide their name and email address to validate their membership, valid for 1 year.

**Terms and Conditions**

1. For the avoidance of any doubt, the promoter of this competition is Brewery Arts, Kendal, LA9 4HE.
2. The competition is open to everyone.
3. Parties directly connected to the running of the competition (such as Brewery Arts staff/affiliates/agents) are prohibited from entering the competition.
4. The competition is open to followers of Brewery Arts on Instagram (@brewery\_arts\_kendal) and Facebook (@TheBreweryArtsCentreKendal).
5. In order to enter the competition on Instagram, you must like the specific post, tag a friend, and share to your story and tag @brewery\_arts\_kendal.
6. In order to enter the competition on Facebook, you must leave a comment on the post.
7. No purchase is required in order to enter the competition.
8. Entrants into this competition shall be deemed to have accepted these Terms and Conditions upon entry.
9. Only one entry per day, per person. Entries on behalf of another person or joint submissions will not be accepted except entries on behalf of a child.
10. We accept no responsibility for any entries that are lost, delayed, misdirected, incomplete or cannot be delivered for any technical reason or any other reasons.

11. The competition runs for 4 concurrent weeks. One prize to be won each week.
  - o **Theatre Tickets – 25 November 2024 at 10.00am BST and closes at 5.00pm BST on 29 November 2024.**
  - o **Food and Drink – 1 December 2024 at 10.00am BST and closes at 5.00pm BST on 5 December 2024.**
  - o **Cinema Tickets – 8 December 2024 at 10.00am BST and closes at 5.00pm BST on 12 December 2024.**
  - o **Membership – 15 December 2024 at 10.00am BST and closes at 5.00pm BST on 19 December 2024.**
  - o Any entries received outside of this period will not be accepted.
12. Winners of the competition will be chosen at random from a draw of entries received in accordance with these Terms & Conditions. The draw will be performed at **5.10pm on the Friday 25 November and 5, 12, 19 December** by a Brewery Arts member of staff external to the marketing team.
13. The winners will each receive ONE of the following prizes:
  - **4 tickets for family theatre** OR
  - **£25 Food and Drink voucher. Valid 6 months** OR
  - **Family of 4 Cinema ticket to a film of their choosing. Valid 6 months** OR
  - **Brewery Arts Membership. Valid for 12 months**
14. Brewery Arts reserves the right to disqualify you if your conduct is contrary to the spirit of the competition.
15. The winners will be notified by no later than 19 December 2024, via email. The winners must then provide us with a postal or email address, or phone number, in order to claim their prize. If a winner does not respond within 48 hours of being notified of their win, then the winner's prize shall be forfeited and we shall be entitled to select a new winner in accordance with the process set out above (such new winner shall also be subject to the obligations set out in this condition).
16. If a winner rejects the prize or their entry is found to be in breach of these Terms and Conditions, their prize shall be forfeited and we shall be entitled to select a new winner.
17. We accept no responsibility for any costs associated with the prizes that are not specifically and expressly included in the prizes.
18. The prize winners will receive their prizes either by post or email after the relevant details have been passed to us.
19. The prize is non-exchangeable, non-transferrable and a cash alternative is not available.
20. We reserve the right to substitute the prize with another prize of similar value if the original prize becomes unavailable for any reason.
21. We may contact the winners through their social media account about participating in publicity related to the competition. This may involve the publication of their names and photographs on the Brewery Arts website and in any other media selected by Brewery Arts.
22. We will process any personal information you submit to us in compliance with data protection legislation. Any personal data you provide will be used for the purposes of

administering the competition, publishing entries, notifying you if you win and for any publicity purposes involving competition winners, as set out in these terms and conditions. This may involve publishing information on the Brewery Arts website or on social media which means it will be available to the public, worldwide. We may also need to share some personal data with third parties to arrange prizes. We will use your information to contact you if you win. We will not use your contact details for marketing purposes and will not sell your details to third parties for marketing purposes. For further information about how Brewery Arts uses personal data, [please see the customer privacy notice on our website](#).

23. To the maximum extent permitted by law, we accept no responsibility for any damage, loss, liability, injury or disappointment incurred or suffered by you as a result of entering the competition or accepting the prize, except where it is caused by our negligence. We further disclaim our liability, to the maximum extent permitted by law, for any injury or damage caused to your or any other person's computer relating to or resulting from participating in the competition. Your statutory rights are not affected.
24. Nothing in these Terms and Conditions shall exclude our liability for death, personal injury, fraud or any other liability we cannot exclude by law.
25. This competition is in no way endorsed, sponsored, administered by or otherwise associated with Instagram and Facebook. You are providing your competition entry to Brewery Arts and not any other party.
26. Brewery Arts does not claim any rights of ownership in your competition entry.
27. By entering, you agree that Brewery Arts may make your competition entry [available on its website](#) and in any other media selected by Brewery Arts in connection with any publicity relating to the competition. You also agree to grant Brewery Arts a non-exclusive, worldwide, royalty-free, irrevocable licence to all intellectual property rights in your competition entry for the purposes of the competition and any other purpose Brewery Arts may see fit.
28. We reserve the right from time to time to modify or discontinue this competition with or without prior notice where in our reasonable opinion it becomes reasonably necessary. Our decisions on all matters under our control are final and binding and no correspondence or negotiation will be entered into regarding a decision of ours.
29. We shall not be liable for any failure to comply with our obligations where that failure is caused by something outside our reasonable control, with the exception of the failure of our suppliers in providing the prize.
30. This competition shall be governed by English law and the entrants to the competition submit to the exclusive jurisdiction of the English courts.