

Small Business of 2020 Competition
(THE "COMPETITION") ONLINE RULES:

By entering the Competition, you agree to be bound by these terms and conditions (these **Terms and Conditions**). Completion and submission of an entry form or e-mail will also be deemed acceptance of these Terms and Conditions. Promotional materials relating to the Competition, including all information on how to enter the Competition published in publications of the Promoter (including social media if applicable) or on the Promoter's websites, also form part of these Terms and Conditions. In the event of any conflict between any terms referred to in such promotional materials and these Terms and Conditions, these Terms and Conditions take precedence.

Participation in the Competition

1. Residents of the United Kingdom aged 18 or over only, except employees and agents of the Promoter, News Corp UK & Ireland Limited and anyone otherwise connected with the operation or fulfilment of the Competition (including third party promotional partners) and their respective associated, affiliated or subsidiary companies, and the immediate families and household members of all such employees and agents.
2. The Competition starts at 12:00 pm (UK time) on 16 November 2020 and closes at 00:00 am (UK time) on 13 December 2020 (the **Competition Period**). Any entries received outside the Competition Period will be void.
3. Participants may make a maximum of 1 entry per person. Bulk, automatically generated or third party entries are void. At the end of the Competition, participants' entries will be returned to them.
4. To enter, the nominator must nominate a small or local business owner through the competition website at <https://yesbusinesscan.co.uk/competition.php> completing the fields required, during the Competition Period only. Entries will be shortlisted by News UK and the shortlisted finalists will be judged by Anthony Impey, CEO of Be the Business. Winners will be selected on the basis of how creatively they adapted to the challenges of 2020, how quickly they adapted and how they went over and above expectations.
5. Entries to the Competition must be the original work of the author and not previously published. Entries which are or in the Promoter's reasonable opinion appear to be plagiarised will be disqualified. Participants represent and warrant that:
 - (a) they have obtained all rights, licences, and permissions necessary, in writing, from any person who may have helped create and/or be featured in their entry; and
 - (b) that their entry to the Competition (including any text and photographs):
 - (i) does not contain or feature any personal information about any person (including their name, contact details, a photograph of them and/or any other identifying information) without permission (proof of which must be provided to the Promoter upon request);
 - (ii) does not contain any content that is defamatory, libellous, racist, homophobic, derogatory, pornographic, obscene, sexist, illegal, and/or otherwise inappropriate;

- (iii) does not include trade marks, logos, or copyright protected material which belongs to third parties without permission (including company names, music, photographs, motion picture or television programme clips or audio tracks, works of art, or images published on or in websites, television, movies, or other media);
 - (iv) is not subject to any third party agreements and the Promoter will not be required to pay any sums to any third party as a result of the Promoter's use (as set out in these Terms and Conditions) or the exploitation by the Promoter of the idea, video or other rights contained in any entry; and
 - (v) does not contain any known virus, trojan horse, worm, trapdoor or similar software that may in any way infect or affect any of the Promoter's hardware or software systems.
6. The Promoter reserves the right to remove or temporarily suspend from the Competition any entries submitted if, in its reasonable opinion, it suspects any breach of these Terms and Conditions or if it receives any complaint from a third party relating to such entry.
 7. Entries received which are not submitted via the official entry method will not be accepted. Use of script, macro or any automated system to enter the Competition is prohibited and entries made (or which appear to have been made) using any such system may be treated as void. Any illegible, incomplete or fraudulent entries will be rejected. Participants should be aware that they may be subject to data charges depending on their own individual arrangements for Internet access if they enter the Competition online or by email.

Winners and Prizes

8. There will be 24 winners only. The winners will take part in split into in one of four virtual mentoring sessions with an experienced business leader, with 6 winners in each 1.5hr session. The mentoring sessions will be held at the end of January 2021 leading into February 2021 and exact dates of the mentoring sessions will be advised upon notification of winning.
9. The winners will be the nominated entries that best demonstrate how creatively they adapted to the challenges of 2020, how quickly they changed, and how they went over and above expectations as a business owner. The winners will be selected by Anthony Impey, CEO of Be the Business.
10. Prizes are as stated and are non-exchangeable and non-transferable. There is no cash or other alternative to the prize in whole or in part.
11. The winner is responsible for paying all associated costs that are not specifically stated in any Promotional materials or these Terms and Conditions, including (where applicable) transport, accommodation, meal costs, spending money, insurance and all other incidentals. Winners are also personally responsible for any personal or incidental expenses and any VAT, national and/or local tax liabilities incurred in claiming or using the prize. By participating in the Competition, participants agree that the prize is awarded on an "as is" basis, and that neither the Promoter nor any of its subsidiary or affiliated companies, make any representations or warranties of any nature with respect to the prize.

12. In the event that, for reasons beyond the Promoter's reasonable control the Promoter is unable to award the prize as described in these Terms and Conditions, the Promoter reserves the right to award a prize of a similar nature and an equivalent value, or at its sole discretion, the cash value of the prize. The Promoter also reserves the right to award a prize of a similar nature and an equivalent value, or at its sole discretion, the cash value of the prize if in its reasonable discretion it is appropriate to do so.

Winner Announcement and claiming of prize

13. Winners will be notified by email or using the other contact details provided to the Promoter by 11 January 2021. All reasonable endeavours will be made to contact the winners during the specified time. If a winner cannot be contacted or is not available, the Promoter reserves the right to re-draw another winner from the valid/correct entries that were received during the Competition Period. Winners may be required to submit valid identification before receiving their prize.
14. Winners will be required to confirm acceptance of the applicable prize within 14 days of having been notified. If the winner has not claimed their prize by the date specified or the winner refuses or is unable to provide an eligible postal address for receipt of their prize, the Promoter reserves the right to award the prize to another participant.
15. The prize will be delivered within a reasonable time frame to accommodate all winners & talent.
16. The Promoter proposes to make available a list of winners, subject to any objections from the relevant individuals. For a copy of the list, please send a stamped self-addressed envelope by no later than 28 days after the end of the Promotion Period to News UK, Promotions Department, 1 London Bridge Street, London, SE1 9GF stating for which Promotion you would like winners' details. If a winner objects to this information being made available, they should inform the Promoter at the earliest opportunity using email care@thetimes.co.uk. Winners acknowledge that the Promoter may still be required to share their details with the Advertising Standards Authority or other regulators. **Data Protection and Publicity**
17. The Promoter will collect and process participants' personal information and it will be shared with the Promoter's agents, affiliates and, if applicable, any third party prize provider (including those outside the European Economic Area). Information provided by participants will only be used for the purpose of conducting this Competition (including for prizes to be delivered) and other purposes as may be specified at the time of entry or on promotional materials. Personal information will be held in accordance with the applicable privacy policy in place from time to time (see <http://www.newsprivacy.co.uk/single/>).
18. By entering, participants agree to allow the free use of their names, photographs and general locations for publicity and news purposes if they are the winner of the Competition, both during this and future promotions by the Promoter or any associated or subsidiary company of News Corp UK & Ireland Limited. This includes making their name available on the Promoter's websites and social media platforms. The winner and any guests will also be required to participate in reasonable publicity relating to this Competition.

Intellectual Property

19. Participants will retain copyright in their submitted entries to the Competition, however, by entering, all entrants grant the Promoter a worldwide, royalty-free, perpetual licence to edit, publish and use each Competition entry in any and all media (including print and online) for publicity and news purposes. Participants represent and warrant that they have all rights necessary to grant the rights provided for in this paragraph 19, and that all materials forming part of their entry to the Competition, and any use of such materials by or on behalf of the Promoter, comply with all applicable laws, rules, and regulations and do not infringe or otherwise violate the intellectual property or other rights of any third party.

General

20. The Promoter's decision is final and binding on the entrants. No correspondence will be entered into.
21. If participants do not provide any of the mandatory information requested when participating in the Competition, their entry will be void.
22. The Promoter reserves the right to require the participants to prove that they are eligible. If a winner is found to be ineligible, the Promoter reserves the right to award their prize to another participant and to require the return of any prize already awarded.
23. The provision of the prize does not imply endorsement by the Promoter of any third parties concerned in any way with the Competition.
24. Unless otherwise stated in the promotional materials, this Competition is in no way sponsored, endorsed or administered by, or associated with, the manufacturer or service provider of the relevant prize. You are providing your information to the Promoter and not to the manufacturer or service provider of the relevant prize.
25. Entrants must not do anything illegal and/or dangerous and/or that would put themselves or others at any risk. Save where it has been negligent, the Promoter will not be responsible for any damage, loss or injury resulting from participants' entry into the Competition or their acceptance and/or use of the prize, or for technical, hardware or software failures, lost, faulty or unavailable network connections or difficulties of any kind that may limit or prohibit participant's ability to participate in the Competition. The Promoter will not be responsible for any lost, damaged, defaced, incomplete, illegible or otherwise unreadable entries. Proof of posting is not proof of receipt by the Promoter of any entries. Nothing in these Terms and Conditions shall in any way limit the Promoter's liability for death or personal injury caused by its negligence or for any other matter where liability may not be limited as a matter of law.
26. The Promoter reserves the right at any time to cancel, modify or supersede the Competition (including altering prizes) if, in its reasonable opinion, the Competition is not capable of being conducted as specified. In the event of a printing or other error resulting in there being more winners than prizes for the Competition, the Promoter reserves the right to (a) declare as void any claims or entries resulting from such printing or other error; and/or (b) allocate the available prize(s) through a further draw or to divide the prize(s) or the value of the prize(s) between the winners of the Competition.

27. Any participant who enters or attempts to enter the Competition in a manner, which in the Promoter's reasonable opinion is contrary to these Terms and Conditions or by its nature is unjust to other entrants (including tampering with the operation of the Competition, cheating, hacking, deception or any other unfair playing practices such as intending to annoy, abuse, threaten or harass any other participants or the Promoter and/or any of its agents or representatives) may be rejected from the Competition at the Promoter's sole discretion. Furthermore, where such actions have significantly impaired the Competition, the Promoter may, at its sole discretion, add further stages to the Competition as it deems reasonably necessary in order to resolve any problems arising from such actions.
28. The Promoter reserves the right to amend these Terms and Conditions. Any amendments will be published on the Promoter's website (the **Website**).
29. These Terms and Conditions are governed by English law. The courts of England and Wales shall have exclusive jurisdiction to hear any dispute or claim arising in association with the Competition or these Terms and Conditions.
30. The promoter of this Competition is News UK & Ireland Limited of 1 London Bridge Street, London, SE1 9GF (the **Promoter**).

In-paper T&Cs

Your terms and conditions to be included in the paper are set out below. If space is particularly limited, please discuss with legal to ascertain if it is possible to shorten these further.

TERMS AND CONDITIONS: Competition closes 13 December 2020 00:00 am. Open to residents of the United Kingdom aged 18 or over only, except staff of the Promoter, its affiliated companies or promotional partners or their families. 1 entry per person. Winners will be selected based on the following criteria: How creatively they adapted as a business, how quickly they changed, how they went over and above expectations. Winners will be notified by 11 January 2021. No cash alternative and prize is non-transferable. Your information will only be used to administer this Competition in accordance with our privacy policy. Promoter is News UK & Ireland Limited. Full T&Cs apply - see <https://yesbusinesscan.co.uk/competition.php>.

Social Media T&Cs

Your terms and conditions to be included in the paper are set out below. If space is particularly limited, please discuss with legal to ascertain if it is possible to shorten these further.

UK residents 18+ only. Ends 00:00 am GMT 13/12/2020. See <https://yesbusinesscan.co.uk/competition.php> for full prize description, entry routes & T&Cs. Promoter: News UK & Ireland Limited.