

# **BBC Radio Stoke – 80s vs 90s Competition - Privacy Notice, Terms and Conditions and Prize Descriptions**

## **Privacy Notice**

Your trust is very important to us. This means the BBC is committed to protecting the privacy and security of your personal data. It is important that you read this notice so that you are aware of how and why we are using such personal data. This privacy notice describes how we collect and use personal data about you during and after your relationship with us, in accordance with data protection law.

### **Why are we doing this and how can you participate?**

Audiences are at the heart of everything we do at the BBC. We actively engage and ask our audience to take part and contribute in a variety of ways, including via telephony competitions.

Information on how to take part will be explained on-air or online including the specific competition rules that apply.

If you appear on-air, this may include the programme being available online and/or on demand, and your contribution may be used again in a future broadcast.

We may use your on-air appearance (if applicable) for promotional purposes on the BBC's social media sites.

### **What personal data will the BBC collect and how will we use it?**

The BBC will collect and process your personal data for the purposes of administering the telephony competition; keeping a record of winners for compliance and auditing purposes; to create broadcast content; and to provide the winner with their prize.

### **Personal data**

Depending on the nature of the competition, the BBC may collect and process the following **personal data** about you:

- Full name
- Phone number
- Your age, or confirmation you are old enough to take part
- A broadcast recording of your voice

- Your opinions, answers to our questions and biographical information you may wish to share

We may also collect your email address or postal address if you are a winner so that we can send you your prize.

### **Who is the Data Controller?**

The BBC is the “data controller” of your personal data. This means that the BBC decides what your personal data is used for, and the ways in which it is processed. For the avoidance of doubt, your personal data will be collected and processed solely for the purposes set out in this privacy notice. As the data controller, the BBC has the responsibility to comply, and to demonstrate compliance with, data protection law.

### **Lawful basis for processing your personal data**

The lawful basis on which the BBC processes the personal data is **the performance of its public task**. The BBC’s role is to act in the public interest and to serve all audiences with content which informs, educates and entertains.

We also have a **legal obligation** to process the personal data of the winners to comply with relevant competition regulations.

### **Sharing your personal data**

The BBC works with our approved third-party providers who help us to provide some of our services. These partners only use your personal data on behalf of the BBC and not independently of the BBC. For telephony competitions we use a third-party telephony platform.

We may share personal data with a third party where required or permitted by law.

We may pass your details to a prize provider where applicable for prize fulfilment.

### **Retaining your personal data**

Personal data stored on the telephone platform, such as contact telephone number and any call recordings will be kept for six months then deleted.

Other personal data from unsuccessful entrants will be retained until 30<sup>th</sup> April 2024.

We keep records of winners and runners-up for two (2) years for auditing and compliance purposes.

If you appear on a broadcast, the programme will be retained and archived in perpetuity by the BBC.

Your personal data will be stored in the UK and the European Economic Area (EEA).

### **Your rights and more information**

You have **rights** under data protection law:

- You can **request a copy** of the personal data the BBC stores about you.
- You have the right to request that we **rectify** any inaccurate or incomplete personal data that we hold about you.
- You have the right to ask for the personal data we collect about you to be **deleted**, however there are limitations and exceptions to this right which may entitle the BBC to refuse your request.
- In certain circumstances you have the right to **restrict** the processing of your personal data, or to **object** to the processing of your personal data.
- You have the right to ask that we **transfer** the personal data to you or to another organisation, in certain circumstances.

You can contact our, **Data Protection Officer** if you have questions or you wish to find out more details about your rights, please visit the BBC's Privacy and Cookies Policy at <http://www.bbc.co.uk/privacy>.

If you have a concern about the way the BBC has handled your personal data, you can raise your concern with the supervisory authority in the UK, the Information Commissioner's Office (ICO) <https://ico.org.uk/>.

### **Updating this privacy notice**

We will revise the privacy notice if there are significant changes to how we use your personal data.

# Terms and Conditions – BBC Radio Stoke - 80s vs 90s

## Competition

### Eligibility

1. The competition is open to all residents of the UK, the Channel Islands and the Isle of Man aged 18 or over, except BBC or BBC Group employees, their close relatives or anyone connected with the competition, or the particular prize being offered. Proof of age, identity and eligibility may be required. The BBC reserves the right to disqualify any entrant or winner who breaches these rules.

### How to enter

2. The competition will run weekdays on Lee Blakeman at Breakfast from **Monday 15<sup>th</sup> April to Friday 19<sup>th</sup> April 2024** (except when editorial requirements lead to a change in schedule or a change in programme content).
3. Entry is via the station number **0800 121 80 80** (calls from landlines and mobiles are free). Entry into the competition by text or Whatsapp are **not** eligible and will be disqualified.
4. During the Lee Blakeman at Breakfast programme the presenter will announce when the phone lines will be open for registration. Every caller who gets through will have their name, location and contact number taken. Entrants will also be asked to confirm they are over the age of 18. Lines will be open for approximately 10 minutes but this is subject to editorial change so please listen carefully as this will be announced on-air.
5. When lines close, an entrant will be selected using an independent randomised draw system and contacted by telephone. If the entrant does not pick up the phone or the call goes to voicemail, the BBC will contact the next eligible randomly selected entrant.
6. The randomly selected entrant will go live on-air to answer a question. If the entrant answers correctly, they will win the prize outlined on-air. If they are not successful, the presenter will move on to the next randomly selected entrant who will answer a new question and the same process will be followed again. If after 3 entrants have failed to answer a question on-air correctly the competition will end for the day.
7. You may only enter once per day, any additional entries will not be counted. Winners are not permitted to re-enter the competition.
8. The phone number from which the phone entry is made in the registration process must be the entrant's phone. The entrant must be entering on their own behalf. The BBC reserves the right to disqualify any entrant who did not register using their own phone or on their own behalf. This may mean that another entrant from all the entries is chosen.

## **The Prize**

9. The specific prize details are outlined in the table at the end of the Terms and Conditions and will be outlined on-air each day.
10. The winner(s) acknowledge that event tickets have additional Terms and Conditions. Winners (and their guests, where applicable) agree to abide by the Terms and Conditions of the ticketed event. The BBC is not responsible for third party terms or third party websites related to the prize(s).
11. For the avoidance of doubt, the BBC shall not be responsible for any other fee, expense or cost. There is no cash alternative and the prize cannot be sold or transferred in any circumstances. It is the responsibility of prize winners to make their own way to the event listed at their own cost.
12. The prizes are as described. The BBC is not responsible for winners failing to follow instructions.
13. If the winners and/or their guest (if applicable) have any health or accessibility requirements, these need to be disclosed to the BBC prior to prize fulfilment. In order to fully experience the prize that includes experiences or ticketed events, there may be some security and Health & Safety requirements imposed by BBC, the promoter or the venue. These will need to be followed prior to those elements being experienced. The winner and their guest(s) (if applicable) must also comply with the health, safety and security policies at any venue associated with the prize.
14. If the prize includes tickets or entry to an event, the BBC will not be responsible for any failure of the winner and/or guests (if applicable) to gain entry or re-entry to the event due to their behaviour or failing to meet the admission requirements. The BBC will not be responsible for suspension or cancellation of events that may form part of the prize, including through governmental restrictions.
15. The prizes are non-exchangeable, non-transferable, and are not redeemable for cash or other prizes.

## **General**

16. The names and approximate location of winners will be made public.
17. The BBC's decision as to entrants and winners is final. No correspondence relating to the competition will be entered into.
18. Entrants agree to take part in any reasonable post-competition publicity, if required.
19. This competition is conducted in line with the BBC's code of conduct for competitions, which can be found on <https://www.bbc.com/editorialguidelines/guidance/code-of-conduct>.

20. The BBC, their sub-contractors, subsidiaries and/or agencies cannot accept any responsibility whatsoever for any technical failure or malfunction or any other problem with any server, network, system or otherwise which may result in any registration not being properly logged or not recorded.
21. To the extent permitted by law, the BBC will not be liable for any loss or damage (whether such damage or losses were foreseen, foreseeable, known or otherwise) including financial, reputational loss or disappointment.
22. Entrants will be deemed to have accepted these rules and to agree to be bound by them when entering this competition.
23. The BBC reserves the right to: (i) amend these terms and conditions; (ii) disqualify any entrant who breaches the rules, has acted fraudulently in any way or who has brought the BBC into disrepute (in its sole discretion) and; (iii) cancel the competition, at any stage, if in its opinion it is deemed necessary or if circumstances arise outside its control.
24. The competition is run by the BBC. The applicable law is that of England and Wales.

## **Prize Descriptions**

The prize will be announced on-air each day.

Except where expressly stated, prizes do not include additional expenses such as travel, accommodation, food or parking.

Winners (and guests if applicable) agree to abide by the terms and conditions of the venue.

Where required, the BBC will pass on each winner's details to the appropriate venue/prize provider to arrange prize fulfilment.

| <b>Venue/Company</b>                                 | <b>Prize</b>            | <b>Specific T&amp;Cs</b>   |
|--|-------------------------|--|
| <b>Trentham Live:<br/>Manic Street<br/>Preachers</b> | A pair of adult tickets | <i>Tickets are non-transferable, non-refundable, non-exchangeable and cannot be re-sold. No cash alternative will be given. Prize tickets are subject to Trentham Live standard T's and C's.</i> |
| <b>Rewind North</b>                                  | A pair of weekend       | <i>Tickets are non-transferable, non-refundable, non-exchangeable and cannot be re-sold. No cash alternative will be given. Prize tickets are subject to</i>                                     |

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|                                      | adult tickets                   | <p><i>standard T's and C's</i></p> <p><a href="https://www.ticketmaster.co.uk/legal/purchase.html">https://www.ticketmaster.co.uk/legal/purchase.html</a></p>   |
| <b>Camp Bestival</b>                 | A pair of weekend adult tickets | <p>Entrants must be 18 and over, prizes are non-transferrable and non-refundable, tickets do not include camping equipment, travel or parking, food or drink. <i>Prize tickets are subject to Camp Bestival's full T's and C's available at <a href="https://shropshire.campbestival.net/tickets/terms-conditions">https://shropshire.campbestival.net/tickets/terms-conditions</a></i></p> |
| <b>Trentham Live: Deacon Blue</b>    | A pair of adult tickets         | <p><i>Tickets are non-transferable, non-refundable, non-exchangeable and cannot be re-sold. No cash alternative will be given. Prize tickets are subject to Trentham Live standard T's and C's</i></p>  |
| <b>Shalamar at the Victoria Hall</b> | A pair of adult tickets         | <p><i>Tickets are non-transferable, non-refundable, non-exchangeable and cannot be re-sold. No cash alternative will be given. Prize tickets are subject to standard T's and C's available at <a href="http://ATGTickets.com">ATGTickets.com</a></i></p>  |