

SIMONS MUIRHEAD AND BURTON LLP (“SMB”, THE “PROMOTER”)
TERMS & CONDITIONS FOR THE BERNIE SIMONS ESSAY COMPETITION

Entry

1. This competition is open to any student studying in the UK at a state secondary school in years nine to thirteen.
2. To enter, individuals should email SMB at essay.competition@smab.co.uk to register their interest and receive a pack of resources to help write their essay, which will include SMB’s judging criteria, tips for essay writing and links to helpful news topics and articles. Entrants should submit a written essay on their chosen essay topic (as set out below) which should be between 500 and 1000 words only and written in English. Submissions should be sent to essay.competition@smab.co.uk. Internet access and an e-mail address are required to register interest and enter. Entrants must include their full name, age, school and email address in their covering email when they submit their essay for their entry to be valid.
3. Entrants should write their essay on one of the following topics:
 - **Social Media:** If you ran a social media company, do you think you should be responsible for what is posted on your platform? If not, who do you think should be accountable?
 - **Stop and Search:** If you were the head of the police, what do you see as the risks for using Stop and Search and whose rights should the police be protecting?
 - **Coronavirus Tracing App:** If you were leading the government would you be justified in requiring people to use a surveillance and monitoring app, such as the Coronavirus Track and Trace App, if those apps ultimately benefit the community as a whole?
4. Entries open on 9 am on **Monday 15th June** and close at 9 am on **Wednesday 15th July 2020**.
5. Entrants must ensure they have permission from their parent or guardian before entering the competition.
6. Only one entry per student will be accepted.
7. Entries must not contain defamatory, obscene, offensive, or any other unsuitable material; SMB reserves the right to disqualify entries containing such matter.
8. By entering the competition, entrants declare that the submitted work is entirely their own. SMB will immediately disqualify any work suspected of being plagiarised or suspected to be subject to academic misconduct.
9. By entering the competition, entrants declare that material does not infringe on any copyright or licenses. It remains the entrants’ responsibility to ensure this is the case. SMB is not liable for any losses as a result of entering this competition.
10. The copyright of each entry remains with the author.
11. Entries cannot be returned so entrants should retain a copy.
12. By entering the competition, entrants declare that all information provided is correct and not misleading, and they meet the eligibility requirements. If SMB suspects that any false information has been provided, or if an entrant is ineligible, the entry will be disqualified.

13. No applications from agents, third parties, organised groups or applications automatically generated by a computer or otherwise where a participant has gained unfair advantage in participating in the promotion will be accepted. No incomplete or corrupted entries will be accepted. Entries will only be accepted if they comply with all entry instructions.
14. Responsibility is not accepted for entries lost, damaged or delayed as a result of any network, computer hardware or software failure of any kind. Proof of sending will not be accepted as proof of receipt.

Winners and Prize

15. There will be a maximum of five winners, though other students may receive a written commendation acknowledging their contributions.
16. The winners will be the best five (5) entries of all entries submitted as selected by the judges. The winners will be announced on Friday 24th July 2020.
17. The winners will be invited to join a Mentoring Programme run by Simons Muirhead and Burton LLP (the “**prize**”). SMB will reimburse the entrant for all reasonable travel, accommodation and other expenses, approved in advance by SMB, upon receipt of supporting documentation. The Simons Muirhead & Burton’s Mentoring Scheme involves:

Work experience: We will work with the winners to determine what kind of work they would like to experience, whether that be attending Court, our office (in London) or working with the Death Penalty Project remotely or at our offices.

Personal mentoring: We will also offer each winner guidance and insight into career and educational options as well as more specific advice on how to improve specific academic skills.

18. Entrants who are selected as winners will also be required to provide SMB with written evidence of parental/guardian permission. This must include a parent’s or legal guardian’s approval signature and be sent to SMB within seven (7) days from the date of notification that they have won in order to be eligible to receive a prize. Any entrant who does not provide this within seven (7) days or falsifies information will forfeit their right to be declared a winner and/or win a prize, and an alternate winner will be selected.
19. No fees shall be payable to any entrant in relation to their entry into this promotion. Obtaining time off work and/or study or related activities to participate in the promotion and/or take the prize will be the sole and absolute responsibility of each entrant.
20. Submissions will be reviewed by a panel of judges, two of whom are connected with SMB and two or who are independent of SMB. In the event of any dispute, the decision of SMB is final. In the event of unforeseen circumstances, SMB reserves the right to substitute the prize for an alternative of equal or greater value. No correspondence will be entered into.
21. The winner will be notified by email on or before 24th July 2020. An email notification will be sent to the email address used to enter the competition. The winner must claim their prize by responding to the email notification confirming their full name and address within 5 days of the notification. If the prize is unclaimed after this time, it will lapse and SMB reserves the right to offer the unclaimed prize to a substitute winner selected in accordance with the competition rules. Once a prize is claimed, the winner will be contacted and will be given full details of the prize won and how to redeem their prize.

Data Protection

22. By entering the competition, all entrants will be deemed to have accepted and be bound by the rules and agree to the transfer of their personal data to the Data Controller for the purposes of the administration of this competition, including judging submissions, contacting entrants and winners and any other purposes to which the entrant has agreed.
23. If an entrant chooses or is required to submit a third party's personal information to SMB as part of entering or participating in this competition, they must ensure that the person whose details are submitted has given their specific and informed consent for the individual providing such details to provide us with their details and for SMB to process those details in accordance with these terms.
24. The personal data will be processed in accordance with the Data Controller's Privacy Policy, which is available at <https://smab.co.uk/privacy-notice/>. All entry instructions form part of the rules.
25. The winner's details (name and county) will not be made public without the agreement of the winner and their parents or guardians. SMB may contact entrants, and particularly winners, to participate in a photo, recording, video and/or filming session in connection with their prize. The content of their essays may be published on our web site with their consent.
26. The entrant agrees to their personal data being shared with SMB and its affiliates (including, for the avoidance of doubt, sponsors and co-promoters of this promotion) for the purposes of administration and fulfilling this promotion, as well as any other uses set out in these terms.
27. The entrant agrees that use of their personal data in the fashion described in these clauses is a fundamental part of the consideration which underlies these terms and that it is necessary for SMB to undertake such processing in order for it to be able to provide the prize. Any attempt by a winner to default on its obligation set out in these clauses may result in the prize being withdrawn.

General

28. By submitting an entry, entrants hereby grant to SMB a worldwide, irrevocable, royalty free, perpetual licence to publish any or all of the content (including the entry and photographs, although publication does not necessarily mean the entrant has won a prize. SMB is not obliged to publish the content) submitted to SMB to edit, use, modify, copy, publish, display, promote, publicise and use in any and all media (including print, online and social media) for publicity, news and/or marketing purposes.
29. These terms and conditions prevail in the event of any conflict or inconsistency with any other communications, including advertising or promotional materials. By entering this competition, participants agree to be bound by these terms and conditions.
30. SMB reserves the right to withdraw applications at any stage for any reason determined appropriate by SMB.
31. SMB reserves the right to extend or modify the closing date.
32. Due to the number of submissions our competition receives, SMB is unable to provide feedback on individual essays.
33. SMB reserves the right to vary the terms of, or terminate, the essay competition at any time at its absolute discretion without liability to any contestant or other person.
34. Entries must not have been selected for publication elsewhere, or have won any other competition.

35. SMB may change these terms and conditions at any time so entrants should check this page regularly for any changes. Changes will apply from the date that they are published on this page.
36. If an act, omission, event or circumstance occurs which is beyond the reasonable control of SMB and which prevents SMB from complying with these terms and conditions and/or prize SMB will not be liable for any failure to perform or delay in performing its obligation.
37. If for any reason the competition is not capable of running as planned, such as cancellation or any other cause beyond the control of SMB which affects the running or conduct of this promotion, SMB may in its sole discretion cancel the Prize and not re-award any additional Prize to the winner.
38. By participating in this competition, entrants agree to release, discharge and hold us harmless from any and all injuries, liability, losses and damages of any kind resulting from their participation in this competition (save that nothing shall limit our liability for fraud, or for death or personal injury caused by our negligence).
39. These terms and conditions and any issues or disputes which may arise out of or in connection with these terms and conditions (whether such disputes or issues are contractual or non-contractual in nature, such as claims in tort, for breach of statute or regulation or otherwise) shall be governed by and construed in accordance with English law. Entrants hereby irrevocably submit to the exclusive jurisdiction of the English courts to settle any such dispute or issues

Promoter: SIMONS MUIRHEAD & BURTON LLP, 87-91 Newman Street, London, United Kingdom, W1T 3EY.

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Note: Please do not send entries to the above address. All entries must be sent via email to essay.competition@smab.co.uk.