

PRIZE DRAW TERMS AND CONDITIONS

BACKGROUND:

These Terms and Conditions set out the terms governing the Birdfy 'Picture this bird' Photo Challenge and its associated Prize Draw. The promoter of the Challenge and Prize Draw is Chirp Birding Ltd, trading as Birda. **Please read these Terms and Conditions carefully and ensure that you understand them before submitting your entry for the Prize Draw.**

Chirp Birding Ltd is a limited company registered in England and Wales under company number 10741228. Our registered address is 71-75 Shelton Street, Covent Garden, London, WC2H 9JQ, England and Our main trading address is 71-75 Shelton Street, Covent Garden, London, WC2H 9JQ, England.

By submitting an entry to the Prize Draw, you agree to accept and be bound by these Terms and Conditions. If you have any questions, please contact Us at support@birda.org. Please note that We reserve the right to refuse entry or refuse to award a prize to anyone who is in breach of these Terms and Conditions or [Birda's standard Terms and Conditions](#).

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Closing Date”	means the closing date of the Challenge Prize Draw, as set out in Clause 3;
“Draw Date”	means the date on which the winner/winners will be chosen, as set out in Clause 5;
“Opening Date”	means the opening date of the Challenge Prize Draw, as set out in Clause 3;
“Prize Draw”	means prize draw associated with completing the Birdfy 'Picture this bird' Photo Challenge; and
“We / Us / Our”	means Chirp Birding Ltd, whose details are provided above.

2. Prize Draw Entry Rules

2.1 The Challenge Prize Draw is open to all UK and USA residents aged 18 and above, subject to the following exceptions.

2.2 The following will not be entered into the Challenge and Prize Draw:

- a) Our employees or their families; and/or
- b) Our agents, subcontractors, and any other third parties involved in or directly associated with the running of the Prize Draw.

2.3 Only one entry per person is permitted.

3. **Opening and Closing Date**

3.1 The Opening Date of the Prize Draw is 00:00:01 on 1st October 2023.

- 3.2 The Closing Date of the Prize Draw is 23:59:59 on 31st October 2023.
- 3.3 Entries received after the Closing Date will not be valid, accepted, or considered.

4. **How to Enter the Prize Draw**

- 4.1 Challenge Prize Draw entries are free. No purchase is necessary.
- 4.2 To enter the challenge, complete the challenge and be eligible for the Challenge Prize Draw:
 - a) Download the Birda [iOS App](#) or [Android app](#)
 - b) Login to the Birda app and tap on the challenges tab;
 - c) Join the Birdfy 'Picture this bird' Photo Challenge;
 - d) Log at least 15 species within the United Kingdom and the United States of America between the Opening and Closing Dates
- 4.3 Please note that We do not accept any responsibility for any entries which are not successfully completed (e.g. lost or delayed) due to technical faults (including, but not limited to, hardware, software, and network faults) or for entries which We do not receive.

5. **The Prize Draw**

- 5.1 A winners will be selected by random draw, which shall be performed by a computer process within 7 days of the Closing Date.
- 5.2 The Prizes will be as follows:
 - a) 1st Prize: Birdfy Feeder AI + Solar Panel + Pro Perch + Coupon code for Birdfy Series
 - b) 2nd Prize: Birdfy Feeder AI + Solar Panel + Coupon code for Birdfy Series
 - c) 3rd Prize: Birdfy Cam AI (no feeder)+ Solar Panel + Coupon code for Birdfy Series
- 5.3 Winners will be notified by email (using the details provided when creating an account on Birda) within 7 days after the Draw Date and must respond with a postal address in order to claim their prize.
- 5.4 If a winner does not respond to Us within 14 days of being notified, their prize will be forfeited, and We shall be entitled to select another winner using the process set out above.
- 5.5 Winners will receive their prize by the postal service within 14 days of their response.
- 5.6 Prizes are non-exchangeable and non-transferable. No cash alternative is offered. We reserve the right to substitute a prize with an alternative prize of equal or greater value in the event that circumstances beyond Our control make it necessary for Us to do so.
- 5.7 Our decision regarding any aspect of the Prize Draw is binding and final. We will not enter into any correspondence about the decision.
- 5.8 We are required to publish or otherwise make available information which

indicates that a valid award has taken place. The surname and county of major prize winners (and, where applicable, copies of winning entries) are available from Us by:

- a) Writing to Us at Chirp Birding Ltd, 71-75 Shelton Street, Covent Garden, London, WC2H 9JQ, England, enclosing a self-addressed envelope; or
 - b) Sending an email to Us at support@birda.org; within 30 days after the Closing Date.
- 5.9 If you object to any of your information, as set out above in sub-Clause 5.8, being published or otherwise made available, please contact Us by post at Chirp Birding Ltd, 71-75 Shelton Street, Covent Garden, London, WC2H 9JQ, England, by email at support@birda.org. Please note that We are still required to provide such information and winning entries to the Advertising Standards Authority at their request.
- 5.10 We reserve the right to hold void, cancel, suspend, or amend the promotion if it becomes necessary for us to do so.

6. **Limitation of Liability**

- 6.1 Nothing in these Terms and Conditions limits or excludes your legal rights as a consumer. For more information on your rights as a consumer, please contact your local Trading Standards Office or Citizens Advice Bureau.
- 6.2 Nothing in these Terms and Conditions limits or excludes Our liability (or that of Our agents or distributors, or that of their employees) for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, or for any other form of liability that cannot be excluded or limited by law.
- 6.3 To the extent permitted by law, and subject to sub-Clauses 6.1 and 6.2, We (and Our agents and distributors) shall not be responsible or liable to compensate any winner and shall not accept any liability for any loss, damage, death, or personal injury, as a result of accepting a prize.

7. **Privacy and Personal Data**

We will only use your personal information as set out in Our [Privacy Policy](#) and as explained above in Clauses 5.8 and 5.9.

8. **Law and Jurisdiction**

- 8.1 These Terms and Conditions, the Prize Draw, and the relationship between Us and you (whether contractual or otherwise) shall be governed by, and construed in accordance with, English law.
- 8.2 Any dispute, controversy, proceedings, or claim between Us and you relating to these Terms and Conditions, the Prize Draw, or to the relationship between Us and you (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, or Scotland, as determined by your residency.