

## **'GREEN POWER LIST' COMPETITION TERMS AND CONDITIONS**

### **1. Background:**

The Promoter is a principal partner of the United Nations COP26 climate change conference, which will be hosted by the United Kingdom in November 2021. The Promoter is running the Competition to celebrate 26 of the United Kingdom's 'Green Champions' and innovators taking on the climate crisis and leading meaningful change in their communities.

Every day, people in communities across the UK are doing amazing things to tackle climate change. The Competition helps tell the stories of people who are leading community climate action that support United Kingdom or United Nations environmental goals.

The Competition will also celebrate 26 inspiring young people who have taken on the climate challenge in their community in a 'Youth Green Champions' list. The Competition will also celebrate 26 employees of the Promoter in a 'SP Green Champions' list.

### **2. Definitions:**

**Application Form:** the online application form pursuant to which Nominees may enter the Competition accessible via [http://cms.scottishpower.com/pages/green\\_power\\_list.aspx](http://cms.scottishpower.com/pages/green_power_list.aspx)

**Competition:** means the 'Green Power List' competition operated by the Promoter and subject to these terms and conditions;

**External Nominee:** means an individual entered into the Competition via an Application Form who is not a Promoter Affiliate or a Promoter Group Company Affiliate;

**Internal Nominee:** means an individual entered into the Competition via an Application Form who is a Promoter Affiliate or a Promoter Group Company Affiliate;

**Judging Panel:** means the judging panel assembled by the Promoter for the purposes of deciding the winners of the Competition;

**Nominees:** means the External Nominees and Internal Nominees;

**Promoter:** the Promoter is Scottish Power UK Plc, 320 St. Vincent Street, Glasgow, Scotland, G2 5AD;

**Promoter Affiliates:** any officer, director or employee of the Promoter;

**Promoter Group Company:** any subsidiary or holding company from time to time of the Promoter and any subsidiary from time to time of a holding company of that company, the terms "holding company" and "subsidiary" being as defined in section 1159 of the Companies Act 2006; and

**Promoter Group Company Affiliates:** any officer, director or employee of any Promoter Group Company.

**SP Green Champions:** those Internal Nominees chosen as winners of the Competition by the Judging Panel;

**UK 26 Green Champions:** those External Nominees chosen as winners of the Competition by the Judging Panel who are not Youth Green Champions nor SP Green Champions; and

**Youth Green Champions:** those External Nominees chosen as winners of the Competition by the Judging Panel who are under the age of 30.

3. **Acceptance of Terms and Conditions:** By submitting an Application, Nominees confirm that they have read and agree to be bound by these terms and conditions.
  
4. **How to enter:** Nominees may enter the Competition by completing and submitting an Application Form to the Promoter.
5. **Promotion Period:** The promotion is open to entries from 9:00am on 3 May 2021 to 5:00pm on 24 June 2021.
6. **Eligibility:** in order to be eligible to enter the Competition:
  - a. Nominees must be UK residents;
  - b. Application Forms submitted in relation to Nominees aged 13 or under must be submitted by the Nominee's parent, legal guardian or by a person having procured the express consent of the Nominee's parent or legal guardian. By submitting the Application Form on behalf of the Nominee, the person submitting the Application Form confirms: (i) in the case of the Nominee being the child of that person, their consent in their capacity as a parent or legal guardian of the Nominee to the Nominee entering into the Competition; or (ii) in the case of the person not being the parent or legal guardian of the Nominee, that the person submitting the Application Form has procured the express consent of the parent or legal guardian of the Nominee to the Nominee being entered into the Competition prior to submission of the Application Form.
  - c. Multiple entries allowed per Nominee. Joint submissions are not allowed. Incomplete, illegible, misdirected or late entries will not be accepted.
  - d. No purchase is necessary, however internet access is required.
  
6. **Judging Criteria:**
  - a. There will be 78 winners of the Competition in total, comprising UK 26 Green Champions, 26 Youth Green Champions and SP Green Champions. The winners will be selected from all valid Application Forms received during the Promotion Period by the Judging Panel who will determine the winners of the Competition.
  - b. The Judging Panel will take into account the following when determining the winners of the Competition:
    1. Nominees demonstrating community climate action that supports UK or UN environmental goals over a reasonable period of time;
    2. How the Nominees' work supports their community;
    3. How the Nominees' work supports UK or UN environmental goals; and
    4. The reasons given on the Application Form as to why the Nominee deserves to be celebrated.
  - c. A winner may be required to show valid identification at the request of the Promoter.
  
7. Details of the Judging Panel will be disclosed on the written request of applicants.

## 8. General:

- a. The Promoter reserves the right to disqualify any entries if the Promoter, at its sole discretion, believes that there has been an attempt to manipulate, abuse or tamper with the operation of the promotion (including, without limitation, by setting up multiple accounts in order to submit multiple entries).
- b. The Promoter reserves the right to discount any entry from any entrant that has, on their social media profile or by other public method, posted, promoted, liked, shared, retweeted, or otherwise engages with any content that the Promoter (in its sole opinion) determines to be contrary to the values and ethics of the Promoter.
- c. The Promoter reserves the right to publicly announce that it has no affiliation or relationship with and does not endorse or support any Nominee that has, on their social media profile or by other public method, posted, promoted, liked, shared, retweeted, or otherwise engaged with any content that the Promoter (in its sole opinion) determines to be contrary to the values and ethics of the Promoter.
- d. In the event of unforeseen circumstances or circumstances outside its reasonable control, the Promoter reserves the right to modify or discontinue, temporarily or permanently, this promotion without prior notice.
- e. Nominees agree to be bound by the decisions of the Promoter, which are final in all matters relating to the promotion. No correspondence will be entered into in respect of the Promoter's decisions.
- f. The Nominee hereby grants to the Promoter, a non-exclusive, fully paid up, royalty free, perpetual, sub-licensable, licence to use, adapt or develop any intellectual property in entries submitted by the entrant in connection with the promotion. The Promoter and the Promoter Affiliates do not accept any responsibility for any infringement of any third-party intellectual property rights caused by entrants entering this promotion.
- g. For the avoidance of doubt, the Promoter Group Companies, the Promoter Affiliates and Promoter Group Company Affiliates shall have no liability under these Terms and Conditions. Any liability for breach of these terms and conditions or in connection with the competition shall be borne by the Promoter in accordance with the terms of these terms and conditions.
- h. The Promoter does not accept responsibility for network, computer or software failures of any kind and have no responsibility for lost, delayed or misdirected entries.
- i. Nothing in these terms excludes the Promoter's liability for death or personal injury caused by its negligence, or for fraud, or any other liability that the Promoter may not exclude by law. Subject to that, the Promoter will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits) expense or damage which is suffered or sustained in connection with this Promotion, including any loss incurred as a result of any delay and/or failure to perform any obligation to the winners or other Nominees that is caused by:
  1. technical problems of any kind which may limit or prevent any Nominees' participation in the Competition;
  2. any act or omission of any third party; or
  3. any other events beyond the Promoter's control that may cause the Competition to be disrupted or corrupted or may lead to loss of, or damage to, the winners.

- j. All entrants shall to have due regard to, and comply with, the applicable UK, devolved and local government legislation and safety recommendations in respect of severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) (“Covid-19 Legislation”) when participating in the Competition. The Promoter shall have no responsibility and shall have no liability for any breach of the Covid-19 Legislation by an entrant or third party relating to this Competition.
  
- k. If any of these terms and conditions are found by a court or regulator to be invalid or unenforceable the remaining other provisions shall continue to apply.
- l. The Promoter shall use entrants’ personal data for the purposes of carrying out the Competition, and in the case of winners’ data, as set out in the Promoter’s privacy notice in Schedule 1 below. The entrant recognises that, with respect to any individuals featured in any photograph, the entrant is responsible for making those individuals aware of how the photographs may be used, and for obtaining any necessary consent before such photographs are submitted in connection with this promotion, and by submitting a photograph, the entrant confirms that it has done so.
- m. Subject to the winner’s rights under applicable data protection legislation, the Promoter shall be entitled to use and feature the name of the winners for future publicity purposes and winners agree that they will participate in any reasonable publicity arranged by the Promoter or its agencies.
- n. The Promoter will make the winner’s surname and county of residence available on request to anyone who sends a stamped self-addressed envelope to the Promoter within 10 weeks of the end of the Promotion Period, as required by the UK Code of Non-broadcast Advertising and Direct & Promotional Marketing (the “Code”). The Promoter may also be asked to provide the same details to the Advertising Standards Authority (“ASA”) who publish and enforce the Code. This use of the winner’s data is necessary for the Promoter’s legitimate interests in complying with the Code. Winners who do not wish the Promoter to disclose these details to members of the public who request them, should let the Promoter know as soon as possible by emailing: cop26@stripecommunications.com. Winners may also object to the disclosure to the ASA by emailing the same address, giving reasons. The Promoter will take these reasons into account if the ASA asks for the winners’ details. Please note, however, that the Promoter may nevertheless still be required to disclose this information to the ASA. This may happen where, for example, the Promoter is required to demonstrate that a valid award took place.
- o. These terms and conditions shall be governed by and construed in accordance with Scots Law and the parties agree that any dispute or action arising under or in connection with these terms and conditions shall be subject to the exclusive jurisdiction of the Courts of Scotland.

## Schedule 1 – The Privacy Notice

### SCOTTISHPOWER GREEN POWER COMPETITION PRIVACY NOTICE

Scottish Power UK Plc and its subsidiaries (together “**ScottishPower**”) are committed to protecting your privacy and personal data. If you have any queries in relation to how your personal data is being processed in accordance with this privacy notice, please contact us at [dataprotection\\_corporate@scottishpower.com](mailto:dataprotection_corporate@scottishpower.com) or write to us at ScottishPower Corporate Data Protection, 320 St Vincent Street, Glasgow, G2 5AD.

This privacy notice together with the Terms and Conditions sets out the basis on which any personal data you provide to us will be processed for the ScottishPower Green Champions Competition (the “**Competition**”).

### WHAT INFORMATION IS COLLECTED AND WHY

ScottishPower will collect your Twitter/LinkedIn name, age, email address, location of nominee and photos for the purposes of entering the Competition and processing the successful nominations. In particular, we collect this personal data to ensure compliance with our Terms and Conditions including:

- to ensure that no more than one entry to be submitted per participant;
- reposting the winning photos for the purposes of announcing/identifying the winners on Instagram and twitter.

Please be advised if the photograph you submit includes images of other individuals, including children, you are responsible for ensuring you have obtained consent from: (i) the individual; and (ii) on behalf of any child; to share their image. By submitting any such photograph you will be deemed to have obtained this consent.

### WINNERS' DATA

ScottishPower has appointed Stripe Communications to manage the competition and provide the necessary recognition to selected winners.

ScottishPower will retain your personal data to promote winners in the 2021 United Nations Climate Change Conference (COP 26), after which all entries will be deleted.

The personal data outlined above is needed to be able to participate in this competition.

### LAWFUL BASIS

This personal data is collected in accordance with the UK General Data Protection Regulation (“**UK GDPR**”), and the lawful basis upon which we process your personal data is:

- Legal obligation – the processing is necessary for us to comply with the UK Code of Non-broadcast Advertising and Direct & Promotional Marketing (the “**Code**”) or to the Advertising Standards Authority who publish and enforce the Code applicable to the Competition; and
- Legitimate interests – the processing is necessary to review entry to the Competition, announce and promote the selected winners.

- Consent – the processing is based on consent been obtained from (i) the individual and (ii) on behalf of any child for the entry to be part of the competition.

ScottishPower will process the Participant's Personal Data only as long as is necessary to implement, administer and manage the Participant's participation in the promotion. When ScottishPower no longer needs the Participant's Personal Data for any of the above purposes, the Participant understands this will be removed from our systems. The maximum period for retention will be six months from the date of promotion launch.

Please refer to your twitter or LinkedIn privacy policy for how they process your data. Please note ScottishPower will process your data in line with our privacy policy. However, all data transfers that occur within the Iberdrola Group are carried out in accordance with the applicable data protection laws and our Binding Corporate Rules (BCRs). The Iberdrola Group's BCRs reflect European legislation on data protection (General Data Protection Regulation) and means that all companies in our Group have to comply with the same internal rules. You can download a copy of the Iberdrola's BCR [here](#).

### YOUR RIGHTS AS A DATA SUBJECT

In accordance with the UK GDPR, you can contact us at [dataprotection\\_corporate@scottishpower.com](mailto:dataprotection_corporate@scottishpower.com)

to exercise any and all of the following rights that you have in relation to our processing of your personal data:

- **Right of access** – you have the right to obtain confirmation that your personal data is being processed and the right to access your personal data;
- **Right to rectification** – you have the right to have your personal data rectified if it is inaccurate or incomplete;
- **Right to erasure (Right to be forgotten)** – you have the right to request the deletion or removal of your personal data where there is no compelling reason for its continued processing by us;
- **Right to restrict processing** – you have the right to request that we block or suppress processing of your personal data;
- **Right to data portability** – you have the right to obtain and reuse your personal data for your own purposes across different services as the processing is based on your consent;
- **Right to object** – you have the right to object to the processing of your personal data where the lawful basis is that of our legitimate interests, for direct marketing purposes (including profiling) or processing is for the purposes of historical or scientific research;

Where consent is the legal basis for the processing of your personal data, you have the right to withdraw this consent at any time. This will not affect the lawfulness of any processing we may have undertaken based on your consent before it is withdrawn. To withdraw your consent please contact [cop26@stripecommunications.com](mailto:cop26@stripecommunications.com) .

Additionally, you have the right to lodge a complaint with our Data Protection Officer at [dataprotection\\_corporate@scottishpower.com](mailto:dataprotection_corporate@scottishpower.com) if you believe that your personal details are not being processed in line with this privacy notice.

If you are not satisfied with the response, you have the right to lodge a complaint with the UK Information Commissioner's Office by contacting:

Information Commissioner's Office

Wycliffe House

Water Lane

Wilmslow

Cheshire

SK9 5AF

Tel: 0303 123 1113.