



# Terms and Conditions

## Royal National Mod 2024 Competition

No purchase is necessary to enter the competition.

This competition is open to residents of the United Kingdom, aged 18 years or over. Employees of David MacBrayne Ltd or any of its group companies and their immediate family members are excluded from entering.

This competition will commence at 12:00:00 GMT on 11 OCTOBER 2024 and all entries must be received by 23:59 GMT on 20 OCTOBER 2024.

The Promoter accepts no responsibility for any entries that are incomplete, illegible, corrupted or fail to reach the Promoter by the relevant closing date for any reason.

Entries via agents or third parties are invalid.

Entry to this competition is accepted via the following link only:  
<https://374611.tintpages.com/royal-national-mod-oban-2024-1728396772>

### How to enter

1. Entrants must submit a photo via the competition form:  
<https://374611.tintpages.com/royal-national-mod-oban-2024-1728396772>
2. Entrants must share their Oban Mod Moment with CalMac

Only one entry per person will be accepted.

### Submission Requirements

- Entrants must upload a photo submission in a Jpeg format
- Entries must relate to the Royal National Mod 2024, music on the islands and/or CalMac Ferries
- Entries must be original and be owned by the entrant
- No offensive or inappropriate material is accepted, and if submitted will be deemed ineligible for entry into the prize draw
- Entrants must have ownership of any images and content they share
- Entrants must have the right to share any images and content

By entering this prize draw and submitting a photo, content and/ or story via the competition entry form, entrants are agreeing to the [Caledonian MacBrayne Royal National Mod Content User Agreement Terms & Conditions](#) cited below.

## The Prize

There is one prize which consists of:

- Two (2) Tickets to Hoolie in the Hydro on Saturday 7 December 2024
- Two (2) night stay for Two (2) adults in a hotel close to the Hydro in Glasgow.
- Complimentary ferry travel for two (2) adults and one (1) car if travelling from an island location served by Caledonian MacBrayne.

Accommodation and Ferry travel is subject to availability at time of booking.

All ports of departure should be checked before travel

The prize is redeemable on 6, 7 and 8 December 2024 only and subject to availability at time of booking.

The winner must redeem both the Accommodation and Ferry Travel in one trip.

The value of the total prize is approx £400.

The competition prize is non-transferable and cannot be exchanged for cash or an alternative product.

CalMac Ferries do not accept any liability for any damage, loss, injury or disappointment suffered by entering the competition or as a result of accepting any prize.

One prize package is available.

One winner will be selected at random from all properly submitted entries, and the winner will be selected no later than 7 days after the closing of the competition. Any winner selected will have 72 hours to accept their prize, otherwise another winner will be selected at random from the remaining correctly submitted entries.

By entering the competition each entrant agrees to be bound by these terms and conditions.

By entering this prize draw, you confirm that you accept these terms and conditions.

Your data may be stored for a period of up to 12 months.

If you are not happy to receive future marketing and special offer information, please advise us by sending a letter to:

Caledonian MacBrayne Marketing Department, Ferry Terminal Gourock, PA19 1QP or via an email to [marketing@calmac.co.uk](mailto:marketing@calmac.co.uk).

No cash or other alternative prizes are available, and no cash value can be claimed in respect of portions of the prize. No credit will be issued for any monetary value remaining after the prize has been redeemed.

Caledonian MacBrayne decision is final and no correspondence will be entered into.

This promotion is governed by Scots law.

The competition closes at 23:59 on 20 OCTOBER 2024.

This competition is operated by Caledonian MacBrayne, Ferry Terminal, Gourock, PA19 1QP. Caledonian MacBrayne and CalMac are trading names of CalMac Ferries Ltd.

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Caledonian MacBrayne and CalMac are trading names of CFL. These names are used under licence from Caledonian Maritime Assets Ltd (CMAL). The lion rampant device is used by CFL with the permission of CMAL.

## **Caledonian MacBrayne Royal National Mod Content User Agreement Terms & Conditions**

You are reading these Terms & Conditions ("Terms") as CalMac Ferries Limited (with company number SC302282 and registered office address at The Ferry Terminal, Gourock, PA19 1QP) referred to in these Terms as "Caledonian MacBrayne", "we", "us" or "our", has requested to use this selected Content (as defined below) which features you and/or is your work or property which we have asked for explicit permission to use as further detailed below. By clicking the opt in box in the form you acknowledge and agree that you have read, understand, and agree to

these Terms, and permit Caledonian MacBrayne to use the Content, and you agree to be bound by these Terms:

1. In these Terms, "Content" includes the content you have chosen to submit via the competition entry form <https://374611.tintpages.com/royal-national-mod-oban-2024-1728396772> and your social media post you have published on social media through your social media account (including but not limited to Facebook, X (formerly known as Twitter), Instagram, TikTok and YouTube), including but not limited to any photo/image, video, audio, text, metadata (such as time and place of creation), your Social Media Handle Name, Photo location, or any other materials related to the posted content.
2. You agree to grant to Caledonian MacBrayne (and its affiliates, employees, agents, contractors, third-party service providers and representatives ("Associated Parties")) a non-exclusive, irrevocable, perpetual, royalty-free, transferable, sublicensable, worldwide right to use the Content free of charge for any lawful purpose including but not limited to:
  - 2.1. publishing and/or making available the Content on and in any of Caledonian MacBrayne's and its affiliates websites, digital channels, social media platforms and/or print publications; and
  - 2.2. publishing and/or making available the Content on and in any third-party websites, digital channels, social media platforms and/or print publications that contain content that is provided, managed and/or curated by Caledonian MacBrayne.
1. You represent, warrant and undertake to Caledonian MacBrayne that:
  - 3.1. You own all the rights in and to the Content that are required to grant the right to use set out in Section 2 of these Terms, and to allow Caledonian MacBrayne (and/or Associated Parties if applicable) to use, publish and/or make available the Content for the purposes set out in Section 2 of these Terms;
  - 3.2. the Content does not violate or infringe upon the rights of any third party (including, but not limited to, any rights of copyright, trademark, privacy or other intellectual property rights), require payment of any compensation to any party, or breach any applicable laws;

3.3. the Content can be utilised by Caledonian MacBrayne across all channels and media (for example, images supplied for print can be utilised in online and vice versa);

3.4. the Content contains nothing defamatory, obscene or otherwise unlawful, including but not limited to indecent, violent, or unsafe behaviour or situations, profanities, or obscenities, including but not limited to nudity or pornography, or is otherwise inappropriate, indecent, profane, hateful, tortuous, slanderous, or libelous;

3.5. the Content does not breach any confidence or invade the privacy of any person or entity;

3.6. the Content is not in breach of any applicable law;

3.7. the Content does not breach, or risk being in breach of any applicable law or other legal duty or obligation owed by Caledonian MacBrayne and/or its affiliates (as applicable);

3.8. the Content is true and accurate and not misleading in any respect; and

3.9. you are over 18 years of age and have the right to agree to these Terms.

1. Caledonian MacBrayne' rights to use your Content last indefinitely until cancelled by you, which you can do at any time by contacting us by email: [dataprotection@calmac.co.uk](mailto:dataprotection@calmac.co.uk). After cancellation we will not reuse your Content.
2. The rights you grant to Caledonian MacBrayne are non-exclusive and (subject to Caledonian MacBrayne' rights) you retain all rights to use the Content for your own purposes. Caledonian MacBrayne will not pay any royalties or compensation to you or any third party for use of the Content. Use of the Content is at Caledonian MacBrayne's discretion and Caledonian MacBrayne is not obliged to use your Content in any particular way or at all.
3. You agree that you do not have any right to review, approve, or object to Caledonian MacBrayne's use of your Content or advertising copy, or to be identified as the author/creator of the Content.

4. You acknowledge and agree that you do not acquire any ownership or other rights in proprietary information and materials of Caledonian MacBrayne by authorising use of your Content.
5. You shall fully indemnify and hold Caledonian MacBrayne (and its Associated Parties) harmless from and against any and all costs, claims, expenses (including legal expenses), liability, losses or damages that Caledonian MacBrayne and/or its Associated Parties suffered or incurred or awarded against Caledonian MacBrayne and/or the Associated Parties as a result of or in connection with any breach or failure by you to comply with any of these Terms (including without limitation, any third-party claim, suit, action, or proceeding that your Content infringes or misappropriates any third-party's copyrights, trademarks, confidential information, trade secrets, or any intellectual property rights)..

## Privacy

1. The Content may contain information about you or identifiable individuals which constitutes personal data under UK data protection law.
2. By agreeing to these Terms, you give your consent to the collection and processing of such personal data by Caledonian MacBrayne (and its Authorised Parties as required) for the purposes set out in these Terms.
3. Where any personal data relating to any other person appears in the Content you warrant that you also have obtained their consent for processing of such personal data.
4. For more information about how Caledonian MacBrayne processes your personal data and how to contact us please see our Privacy Notice.
5. You acknowledge that Caledonian MacBrayne, as a public sector body, is subject to the requirements of certain access to information legislation in the United Kingdom, including (without limitation) the Freedom of Information (Scotland) Act 2002, the Access to Environmental Information (Scotland) Regulations 2004 and the Public Sector Reform (Scotland) Act 2010 (referred to in this section 5.5.2 as the "Information Laws"). You acknowledge that Caledonian MacBrayne may be obliged under the Information Laws to disclose information held by Caledonian MacBrayne which relates to you or the Content. For the avoidance of doubt, Caledonian MacBrayne shall be responsible for determining in its absolute discretion whether any information requires to be

disclosed in accordance with the provisions of the Information Laws and shall have no liability to you in respect of such determination and/or disclosure.

### Governing Law

1. These Terms shall be governed by and construed with the laws of Scotland and the parties hereby submit to the exclusive jurisdiction of the Scottish courts.

### Miscellaneous

1. Caledonian MacBrayne reserves the right to alter these Terms without advance notice by posting a revised Terms. Accordingly, you should review the Terms each time you grant permission for us to use your Content.