

Springer Nature “Competition” Terms

These are the terms and conditions for the Competition (the “**Terms**”), the specific details relating to the Competition (including any specific eligibility or entry criteria) are set out in the separate “**Competition Details**”. By participating in the Competition you agree to abide by these Terms and the Competition Details. Any personal data processed as a result of your participation in the Competition will be processed as set out below, and in accordance with our Privacy Policy attached (“**Privacy Policy**”). In the event of any conflict between these Terms with the Competition Details, any other communications, including advertising or promotional materials issued in connection with the Competition, these Terms will prevail.

We, Springer Nature Limited of The Campus, 4 Crinan Street, London N1 9XW (company number 00785998) (the “**Promoter**”, “**We**”, “**Us**”) are the operator and promoter of the Competition.

1. How to Enter

To enter the Competition you must meet the Eligibility and fulfil the Entry Criteria below between the start and end date of the Competition set out in the Competition Details (the “**Competition Term**”). Any entries outside of the Competition Term are ineligible and will not be counted.

There is no purchase or entrance fee of any kind required to enter the Competition.

2. Eligibility

To enter you must:

- (a) not be resident in North Korea, Iran, Cuba, Sudan, Syria, Burma/Myanmar, Russia, Belarus, the territories of Crimea, Donetsk and Luhansk or other territory where the entry or participation in the Competition may be prohibited or restricted by law;
- (b) be aged 18 years old or over at the time of entry;
- (c) not be an officer, director or employee of the Promoter or any of its parent, subsidiary or affiliated companies;
- (d) agree with and comply with these Terms, and correctly enter the Competition as set out above and in the Competition Details; and
- (e) meet any other specific eligibility criteria set out in the Competition Details.

We may request proof of your age at any point following entry.

You are responsible for ensuring that you can enter under the laws and regulations of your country of residence. We reserve the right to disqualify you at any time, if, in our absolute discretion, we believe that you have contravened any of these Terms or if you will or could bring us or our partners

into disrepute. If we disqualify you, you must return any Prize and we may substitute another winner in your place.

3. Entry Criteria

To enter the Competition, you must meet the entry criteria set out in the Competition Details.

Entries:

- (a) **must** be original, exclusively created and owned by you, and you must have all rights necessary to submit the Entry, including written permission from anyone (or if under 18, written permission from their parent or legal guardian) featured in your entry;
- (b) **must** have been produced in a safe and responsible manner, having due regard for the physical, mental and moral effects to all individuals involved;
- (c) **must** comply with your local law, and we reserve the right to remove any entry and/or disqualify any participant who does not comply with these Terms and/or applicable laws;
- (d) **must not** violate or infringe upon the copyrights, trade marks, rights of privacy, publicity, moral rights, other intellectual property or other rights of any person or entity;
- (e) **must not** contain material that is inappropriate, obscene, defamatory, libellous, threatening, pornographic, racially or ethnically offensive, unlawful, or encourages conduct that would violate any law as determined by us; and
- (f) **must** meet any specific Entry Criteria set out in the Competition Details.

Where the Competition entry requires a photo or digital image, digital adjustments that maintain the integrity of the image are allowed. Entrants may not make any material physical change to the image, this includes, for example, adding or removing objects or people. Digital adjustments including tone and contrast, burning, dodging, cropping, sharpening, noise reduction, minor cleaning work, HDR, stitched panoramas, focus stacking and multiple exposure taken at the same location at the same time (as a continuous sequence) are permitted.

Only one entry is permitted per eligible person. Multiple entries or entries from agents or those automatically generated by a computer program, or other automatic method will not be accepted.

You are responsible for ensuring that your entry is complete, legible (where applicable), error- and virus-free, and reaches us within the Competition Term. Proof of emailing or sending is not proof of receipt. You should keep a copy of your entry as we will be unable to return entries or provide copies. We accept no responsibility for entries that are not validly submitted.

4. Prize

The Prize will be as specified in the Competition Details.

Prizes may be subject to further terms of the Prize organiser.

Prizes are not transferable; no substitutions or cash equivalents are allowed except by the Promoter who reserves the right to award a prize of equal or greater value in the event of non-availability. No financial or other compensation will be made for any other use of your entry.

The Prize winner is responsible for any and all applicable taxes and expenses in relation to their Prize. We reserve the right to reallocate the Prize where the Prize is not collected by the winner within a reasonable time period.

5. Competition Decision

The winning Competition entry shall be decided by a judge or judges, based on their assessment of the merit of the eligible entries. Full names of the judging panel will be available on request. Any decision will be final and binding and no further communication will be entered into in relation to it.

6. Notification and Receiving your Prize

We will notify winners via email within thirty (30) days of the Competition closing date with details of the claim process for your Prize. If we cannot contact you or you don't claim your Prize within five (5) days of notification, we reserve the right to withdraw your Prize and pick a replacement winner. We are not responsible for unsuccessful efforts to notify any potential winner. Please check your email messages regularly, including your 'junk' folders.

When we contact you, we may require further information to arrange the delivery/organisation of your Prize. Once you have fulfilled all requirements detailed in the notification message, we will organise delivery of the Prize within thirty (30) days.

We must either publish or make available information that indicates that a valid award took place. To comply with this obligation, we will announce winners in relevant Springer Nature publications and/or on our website. Anyone may find out who has won a Prize in connection with the Competition by sending an email to the address set out in the Competition Details.

If you object to any or all of your name, country of residence and entry being published in this way, please contact us at the email address set out in the Competition Details. Please note that this information may need to be shared with the relevant regulatory bodies at their request.

7. Limitations of liability

Insofar as permitted by law, we will not assume any responsibility or liability for any inaccurate or failed electronic data transmission, technical faults, failed entries nor for any inaccessibility or unavailability of the internet which may lead to a failed entry. We do not exclude or limit our liability for personal injury or death caused by its negligence or for fraudulent misrepresentation or any other liability that may not, by law, be limited or excluded.

We, to the fullest extent permitted by law, assume no liability whatsoever in relation to any direct or indirect damage, loss, or any injury suffered by any entrant, as a result of accepting and/or use of any Prize, or the use or disclosure of your provided information.

8. Intellectual Property Rights

By entering the Competition, you confirm that you are the sole owner of all intellectual property rights existing in your Competition entry and have all rights, licences and consents necessary to grant the following licence, including the licence in the Competition Details. You retain ownership of your pre-existing underlying intellectual property in your Competition entry subject to granting us a non-exclusive, irrevocable, worldwide, fully paid, royalty-free, transferable license, for the maximum duration of the rights afforded under applicable law to reprint, adapt, modify, display, reproduce, perform, use, and exhibit your entry for the purpose of administering and promoting the

Competition and for our marketing and advertising purposes in any medium. Entrants agree to sign any additional paperwork necessary to give effect to this licence.

The winner of the Competition agrees that, unless otherwise set out in the Competition Details, the licence set out in this clause 8 will be exclusive for a period of three (3) months, starting from the date the winner confirms acceptance of their Prize.

9. Personal Data

By entering the Competition you confirm that you have read and accepted the Springer Nature Privacy Policy. We will process your personal data to run and administer the Competition, in accordance with our Privacy Policy and as further described in these Terms. In particular, your surname, country of residence, image and video may be used in external promotions and shared with various third parties as further described in these Terms (including Section 6) in order to publicise the Competition and its winners and promote the Springer Nature and its titles. You have certain rights in respect to your personal data as described in our Privacy Policy. Please e-mail the email address set out in the Competition Details if you would like to exercise any of your rights.

10. Third Parties

The Competition is operated by Springer Nature or its group company and is not sponsored, associated with or endorsed by Amazon, Twitter, or any other platform through which it may be promoted.

The Competition may be sponsored by a third party engaged by Springer Nature.

11. General

In the event of exceptional circumstances outside of our control, we reserve the right to cancel or amend the Competition or these Terms at any time.

If any of these clauses are found to be illegal, invalid or otherwise unenforceable then they shall be deleted from these Terms and the remaining clauses shall survive and remain in full force and effect.

We will not be liable for any failure to perform or delay in performing our obligations under these Terms if an act, omission, event or circumstance occurs which is beyond our reasonable control prevents us from doing so.

Subject to the operation of local consumer laws, these Terms will be governed by the laws of England and Wales and any disputes will be subject to the exclusive jurisdiction of the English courts. However, this clause shall not deprive you from benefiting from the mandatory provisions of the law of your country of residence or from bringing any action in front of the competent courts of your country of residence.

These **Terms** along with the **Competition Details** form the entire terms and conditions of the Competition.

Competition Details

These Competition Details set out the specific details on which the Competition will operate:

Competition Term: The Competition will run between 28 June 2025, 10:00 GMT (UTC+0:00) and 24 July 2024, 23:59 GMT (UTC+0:00).

Entry Criteria: To enter the Competition you must: Be available to deliver the talk on Wednesday 24th September 2024 at 10am, 3pm and/or 930pm UK time (twice at a minimum).

Prize: A 15-minute spot to speak at the Advancing Learning New Voices event on Wednesday 24th September

- One-year subscription to OneStopEnglish
- Exclusive webinar best practice training session prior to *New Voices* live event.

Contact details: For any queries relating to the Competition (including in respect of use of personal data), please email eltwebinars@macmillaneducation.com or write to us at FAO Will Rixon
Macmillan Education Ltd.

4 Crinan Street
London
N1 9XW
England.

Privacy Policy

Springer Nature Privacy policy – Competitions and Prize Draw

This is the privacy policy (“**policy**”) for competitions and prize draws on this website which is run and provided the Promoter (**we, us and our**). This policy supplements the general privacy policy for the website and the two should be read together.

We will only use the personal data gathered in connection with competitions and prize draws over this website as set out in this policy. Below you will find information on how we use your personal data, for which purposes your personal data is used, with whom it is shared and what control and information rights you may have.

I. Summary of our processing activities

The following summary provides you with a quick overview of the processing activities that are undertaken on our website. You will find more detailed information under the indicated sections below.

- When you visit the competitions and prize draw section of our website for informational reasons without setting up an account or entering a competition or draw, only limited personal data will be processed to provide you with the website itself (see section III). The terms of the site’s general privacy policy cover this processing.
- If you register to enable you to enter a competition or prize draw, further personal data will be processed in the scope of such services (see sections IV, V and VI).
- Furthermore, upon your consent we may use cookies and comparable ad-tech tools to provide you with interesting advertising for our services and products and for statistical analysis that helps us to improve our website (see section VIII). Additionally, we improve your website experience with third party content (see section IX).
- Your personal data may be disclosed to third parties (see section IX) that might be located outside your country of residence; potentially, different data protection standards may apply (see section IX).
- We have implemented appropriate safeguards to secure your personal data (see section X) and retain your personal data only as long as necessary (see section XI).
- Under the legislation applicable to you, you may be entitled to exercise certain rights with regard to the processing of your personal data (see section XII).

II. Definitions

- **Personal data:** means any information relating to a natural person who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, or an online identifier.
- **Processing:** means any operation which is performed on personal data, such as collection, recording, organisation, structuring, storage, adaptation or any kind of disclosure or other use.

III. Informational use of the website

When you visit our website for informational reasons, our processing of your personal data is covered by the site’s general privacy policy.

IV. Registration for our services

Our website offers the opportunity to enter competitions and prize draws. In order to do so you may have to set up an account.

With regard to the registration of an account and its subsequent use, we process:

- Information (such as your name, user name and email address) that is provided by registration;
- Information in connection with an account sign-in facility (e.g. log-in and password details);

- Communications sent by you (e.g. via e-mail or website competition entry forms).

The information that is necessary for the performance of the service is labelled accordingly. All further information is provided voluntarily.

We will process the personal data you provide to:

- Identify you at sign-in;
- Enable you to enter our competitions and prize draws;
- Administer your account;
- Communicate with you;

For this, the legal basis is Article 6 sec. 1 sent. 1 lit. b GDPR.

We may use the personal data and contact data you provide by registration for direct marketing of our own goods or services which are similar to the goods and services purchased from us, provided that you have not objected to the use of the e-mail address for this purpose. The use of your personal data for directly advertising related products and services is a legitimate interest for us as a provider of this website, Article 6 sec. 1 sent. 1 lit. f GDPR.

You can object to the use of your personal data for direct marketing at any time. We will then refrain from any processing to the extent it is related to such purposes. You can inform us about your objection by contacting us at customerservice@springernature.com.

Your personal data is, in the absence of exceptions within the specific services mentioned below, retained for as long as your user account is used. After deletion of your account, your personal data will be erased within 30 day. Statutory storage obligations or the need for legal actions that may arise from misconduct within the services or payment problems can lead to a longer retention of your personal data. In this case, we will inform you accordingly.

V. Information about the specific uses that require registration/identification

For the use of some of the following services you have to set up an account as described under IV. Your customer account retains your personal data for future purchases and other activity.

VI. Competitions and prize draws

You may take part in competitions and prize draws by answering the competition questions (if appropriate) and submitting your entry according to the terms of the competition.

Object of processing: The mandatory and voluntary data provided by the participant when taking part in the prize draw or competition.

Purposes of processing: Carrying out the prize draw or administering the competition, including notifying the winner and sending/handing over the prize; sending special offers and information from the Promoter. Legal basis for data processing: Art. 6 Sect. 1 Sent. 1 lit. b) GDPR (performance of the contract resulting from participation in the prize draw); Art. 6 Sect. 1 Sent. 1 lit. f) GDPR (protection of legitimate interests: prize draws as a sales promotion measure; assertion, exercise or defense of legal claims.); Art. 6 Sect. 1 Sent. 1 lit. a) GDPR (consent to the transmission of advertising information).

Storage: Participants' data will be stored until the prizes are sent/handed over and will then be deleted unless the nature of the competition requires that the personal data of the winner or winners be retained to enable the winning entry or entries to be used in the manner described in the competition terms, in which case participants' data will be deleted once that has been completed and there is no continuing need to retain the information.

Transmission to third parties: Data may be transmitted to SNCSC - Springer Nature Customer Service Center for the purpose of sending the prize.

You can object to the processing of your personal data for the purpose of direct marketing at any time, see section IV.

VII. Automated decision making

We will only use your personal data to perform automated decision making in relation to random elements of a competition or prize draw. These do not include profiling. The decision is to determine winner(s) where the competition outcome is a random draw. For more information on this, please contact the Promoter.

VIII. Cookies and comparable technologies

Please refer to this website's general privacy policy.

IX. Third party content and social media plug-ins

Please refer to this website's general privacy policy.

X. Security

Please refer to this website's general privacy policy.

XI. Data retention

Please refer to this website's general privacy policy.

XII. Your rights

Please refer to this website's general privacy policy.

XIII. Contacting us

Please refer to this website's general privacy policy.

XIV. Amendments to this policy

We reserve the right to change this policy from time to time by updating our website respectively. Please visit the website regularly and check our respective current privacy policy. This policy was last updated on 15 February 2024.
