

## BTO Big Bird Race 2023 Terms & Conditions

### 1. INTRODUCTION

- 1.1. These terms and conditions set out the rules governing the monthly BTO Big Bird Race, organised by BTO Youth (the “**Race**”).
- 1.2. No other terms and conditions apply and these terms will prevail in the event of any conflict or inconsistency with any other communications about the Race, including advertising or promotional materials whether issued by the British Trust for Ornithology or anyone else.
- 1.3. British Trust for Ornithology (“**BTO**”, “**we**” or “**us**”) is registered in England and Wales under charity number 216652 and in Scotland under charity number SC039193. Our address is the Nunnery, Thetford, Norfolk IP24 2PU.
- 1.4. You can contact us at [youth@bto.org](mailto:youth@bto.org) or on +44(0)1842 750050.

### 2. ENTERING THE RACE

- 2.1. The Race is open to people living in the UK of any age (“**Team Members**”).
- 2.2. To enter the Race, Team members (or parents or guardians of Team Members under 18 years old) should submit the entry form (“**Entry Form**”) by **23:59 on the 21st of September**.
- 2.3. Team Members can enter the Race by completing and submitting the [Entry Form](#) only.
- 2.4. Team Members need to be part of at least a three-person team (the “**Team**”) for safeguarding purposes.
- 2.5. There is no maximum team size.
- 2.6. Only one submission form per Team is needed, but all Team Members’ information needs to be included.
- 2.7. When submitting the Entry Form, (parents or guardians of) Team Members must provide **all** the Team Members’ first names and ages at the time of submission.
- 2.8. Teams may only submit one Entry Form to the Race.
- 2.9. Teams need to submit the correct location for their chosen site (the “**Patch**”); this will be the patch that is scored.
- 2.10. There will be two leagues: coastal and inland. Coastal is defined as being within 5 miles of the coast as calculated using [this website](#). Team Members must calculate the distance based on the closest point of their patch to the coast; Team Members cannot participate in the inland league, and then travel to a coastal site during their race.

### 3. RACE CONDITIONS

- 3.1. The race takes place on 23rd September 2023, with Teams allowed to choose the start time for their race, with the maximum duration of the race being four hours. The four hour window must be

continuous, but Team Members are not required to stay for the full four hours if they are unable or do not want to do so.

- 3.2. Travelling to the Patch is permitted by any mode of transport, but during the four hour race period Team Members are only allowed to go by foot, bicycle or wheelchair/mobility scooter if required for accessibility.
- 3.3. Team Members are required to stick together and not split up during the duration of their participation in the race.
- 3.4. In order to record a bird species, two-thirds of Team Members must either see or hear the species, but not necessarily the same individual.
- 3.5. Only wild birds confidently identified by sight or sound can be counted.
- 3.6. The competition relies on trusting participants to honestly record only the species Team Members see/hear, but BTO reserve the right to query any rare or unseasonal sightings.
- 3.7. Each species is worth one point in final scoring. There is no bonus for rarities or scarce birds.
- 3.8. Teams are responsible for their own health and safety, and should not put themselves in a position that could place them, or others, in danger. You should never undertake the race if you have concerns about your own or others' health and safety. If you have any such concerns, you should stop your race immediately.
- 3.9. Teams should review the [BTO Hazard Checklist](#) before starting the race.

#### 4. **SUBMITTING RACE RECORDS**

- 4.1. After the Race, Teams must submit their records using the submission form by 23:59 on 27/09/2023.
- 4.2. Winners will be chosen by 29/09/2023 and notified of their win (see section 5).
- 4.3. Winners will be publicly announced in the week commencing 02/10/2023 on BTO's social media channels and website (see section 5).
- 4.4. Teams have the option to submit additional information, such as photos, highlights and text to be entered into a prize draw (the "**Draw**"). These submissions have to be added to the submission form to be considered (see section 6).

#### 5. **DECIDING THE WINNING TEAMS**

- 5.1. After the Race, Teams must submit their records using the submission form ("**Submission Form**") by 27/09/2023.
- 5.2. The winning teams (the "**Winning Teams**") will be based on two factors:
  - 5.2.1. Total number of points accrued by species, with one point per species. These will be divided by Categories:
    - 5.2.1.1. Coastal Teams (within 5 miles of the coast) ("**Coastal Category**")
    - 5.2.1.2. Inland Teams (further than 5 miles from the coast) ("**Inland Category**")

- 5.2.2. Biggest age range within a Team as calculated based on the ages provided at the submission stage (“**Intergenerational Category**”)
- 5.3. Prizes will be awarded within the Coastal Category, Inland Category and Intergenerational Category as follows:
  - 5.3.1. For the three highest scoring Teams in each Category; who will receive a book, BTO t-shirt and selection of BTO Youth-related items
  - 5.3.2. For the Teams in each Category that scored the median of the total score list; who will receive a book and BTO Youth-related items
  - 5.3.3. For the Teams in each Category that had the second-to-lowest score; who will receive BTO Youth-related items
- 5.4. The Winning Teams in the Draw will be emailed by 29/09/2023 and announced on social media in the week commencing 02/10/2023.
- 5.5. The Winning Teams’ Team Members will be required to share a postal address to send the Team prizes to by 05/10/2023 to claim their Prizes.
- 5.6. All Prizes will be sent to one address, rather than to individual Team Members.
- 5.7. Each Team Member part of a Winning Team is eligible to receive a Prize.
- 5.8. Prizes are non-negotiable and non-transferable. The BTO will not be liable for any loss or damage arising out of a winner’s enjoyment of the prize.
- 5.9. BTO is not responsible for contacting or forwarding prizes to entrants who provide unclear or incomplete information or for entries lost, misdirected, delayed or destroyed.
- 5.10. All reasonable endeavours will be made to send the prizes to the winners during the two weeks following the receipt of a postal address.
- 5.11. The Prizes are non-refundable and cannot be exchanged for an alternative Prize, product or cash.
- 5.12. The decisions on the Winning Teams are final and no correspondence or discussion will be entered into.

## 6. **THE PRIZE DRAW**

- 6.1. From Teams who have submitted entries for the Draw, ten Winning Teams will be selected at random using an [online random name selector](#).
- 6.2. The Winning Teams in the Draw will be emailed by 29/09/2023 and announced on social media in the week commencing 02/10/2023.
- 6.3. The Winning Teams’ Team Members will be required to share a postal address to send the Team prizes to by 05/10/2023 to claim their Prizes.
- 6.4. All Prizes will be sent to one address, rather than to individual Team Members.
- 6.5. The Winning Teams’ Team Members will each receive a BTO Youth-related prize or a book related to birdwatching.

- 6.6. Prizes are non-negotiable and non-transferable. The BTO will not be liable for any loss or damage arising out of a winner's enjoyment of the prize.
- 6.7. BTO is not responsible for contacting or forwarding prizes to entrants who provide unclear or incomplete information or for entries lost, misdirected, delayed or destroyed.
- 6.8. All reasonable endeavours will be made to send the prizes to the winners during the two weeks following the receipt of a postal address.
- 6.9. The Prizes are non-refundable and cannot be exchanged for an alternative Prize, product or cash.
- 6.10. The decisions on the Draw are final and no correspondence or discussion will be entered into.

## 7. **OUR USE OF SUBMISSIONS**

- 7.1. The Winning Teams will be published in the next BTO Youth E-newsletter and will be published on Twitter (@\_BTO) and Instagram (@btobirds), and on our website (www.bto.org)
- 7.2. When (the parents or guardians of) Team Members submit a Submission Form and tick the consent for media use box, they grant BTO: 1) A royalty-free, irrevocable, non-exclusive, worldwide transferable licence to use, reproduce, publish, distribute and display the entry (in whole or in part) on our website, social media or in any promotional literature we may produce from time to time; and 2) The right to use the Team Members' first name(s) for the sole purpose of identifying the Team Member(s) as the creator of the Submission.
- 7.3. We may use, reproduce, publish, distribute or display any entry, regardless of whether it was the winning entry if consent was given in the Submission Form.

## 8. **GETTING CONSENT FROM AN ADULT**

- 8.1. The sections below (8.2 to 8.4) only apply if any of the Team Members are under 18 years old at the time of the Race.
- 8.2. Sending in an Entry Form to the Race means that Team Members and their parents or guardians accept these Terms and Conditions, which are the rules of the Race.
- 8.3. BTO will confirm consent of the parent or guardian of the Team Members to publish anything related to the Race in which the person under 18 is identifiable.
- 8.4. BTO takes no responsibility for safeguarding of the Teams or Team Members on the day of the Race. All Team Members of Teams that include a Team Member under 18 years old should read and abide by [BTO's Safeguarding Policy](#).

## 9. **YOUR PERSONAL DATA**

- 9.1. Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities if you have a query or complaint about the use of your personal information. Our Privacy

Policy can be found here <https://www.bto.org/about-bto/privacy-statement>.

10. **GENERAL**

- 10.1. BTO's decision in respect of all matters relating to the Challenge will be final and no correspondence will be entered into.
- 10.2. It is your responsibility to advise us of any changes to your contact information.
- 10.3. BTO reserves the right to modify, cancel, terminate or suspend the Challenge, and these terms and conditions, in whole or in part at any time at our sole discretion.
- 10.4. Time is not of the essence in relation to the performance of any obligations under these terms and conditions. We will use our reasonable endeavours to meet all performance timeframes specified in these terms and conditions, but any such dates are approximate only.
- 10.5. **Our liability to you:**
  - 10.5.1. Nothing in these terms and conditions will limit our liability for death or personal injury caused by negligence or for fraud.
  - 10.5.2. Subject to clause 8.6.1, we will not be liable to you for:
    - 10.5.2.1. loss or damage incurred by you in connection with your use of the Prize;
    - 10.5.2.2. any interruptions or errors on or to our IT systems; and
    - 10.5.2.3. any failure or delay beyond our reasonable control.
- 10.6. **Governing law and jurisdiction.** These terms and conditions will be governed by and construed in accordance with the laws of England and Wales and any disputes will be subject to the exclusive jurisdiction of the English Courts.