

Terms and Conditions for the Prize Draw

“Mall Galleries” and “we” refers to Mall Galleries Trading Ltd who are organising the draw on behalf of the Royal Society of Portrait Painters.

The “winner” is the person selected by random from among the entrants to the prize draw.

The “Prize” is a voucher for a head and shoulders portrait by David Caldwell, Simon Davis or Emma Wesley.

1. The prize draw (the "Prize Draw") is open to people aged 18 and over who provide their email address and who reside in England, Scotland or Wales.
2. The portrait (the “Portrait”) is a head and shoulders portrait of 16x20 inches.
3. The winner may add more money to the Voucher to access a wider range of artists or size of painting.
4. The winner, or the chosen subject for the portrait, agrees to cooperate with the artist with online sittings and photography as necessary for the portrait.
5. Expenses such as framing and delivery are not included.

6. A £100 deposit must be made in advance by the winner which will be returned once sittings have taken place.
7. By submitting your personal information, you agree to receive emails from us containing offers and developments that we think may interest you. You will be given the opportunity to unsubscribe on every email that we send.
8. Only one entry per person. Entries on behalf of another person will not be accepted and joint submissions are not allowed.
9. The prize is non-exchangeable, non-transferable, and is not redeemable for cash or other prizes.
10. The prize expires if not used within six months from the offer of the prize.
11. Employees or agencies of Mall Galleries or their family members, or anyone else connected with the Prize Draw may not enter the Prize Draw.
12. Entrants into the Prize Draw shall be deemed to have accepted these Terms and Conditions.

13. Mall Galleries accepts no responsibility for entries that are lost, delayed, misdirected or incomplete or cannot be delivered or entered for any technical or other reason. Proof of delivery of the entry is not proof of receipt by Mall Galleries
14. The closing date of the Prize Draw is **28 July 2020**. Entries received outside this time period will not be considered.
15. One winner will be chosen from a random draw of entries received in accordance with these Terms and Conditions. The draw will take place on **4 August 2020**.
16. The winner will receive a voucher for a head and shoulders portrait by either one of the artists David Caldwell, Simon Davis, or Emma Wesley.
17. The winner will be notified by email on or before **6 August 2020** and must provide a postal address to claim their prize. If a winner does not respond to Mall Galleries within 14 days of being notified by Mall Galleries, then the winner's prize will be forfeited and Mall Galleries shall be entitled to select another winner in accordance with the process described above (and that winner will have to respond to notification of their win within 14 days or else they will also forfeit their prize). If a winner rejects their prize or the entry is invalid or in breach of these Terms and Conditions, the winner's prize will be forfeited and Mall Galleries shall be entitled to select another winner.
18. The name of the winner can be obtained after **19 August 2020** by sending a stamped addressed envelope to the following address: Portrait Draw, FBA, 17

Carlton House Terrace, London SW1Y 5BD..

19. The winner consents to their name being published as the winner of this prize.
20. The winner may be required to take part in promotional activity related to the Prize Draw and the winner shall participate in such activity on Mall Galleries reasonable request. The winner consents to the use by Mall Galleries and its related companies, both before and after the closing date of the Prize Draw for an unlimited time, of the winner's voice, image, photograph and name for publicity purposes (in any medium, including still photographs and films, and on the internet, including any websites hosted by GNM and its related companies) and in advertising, marketing or promotional material without additional compensation or prior notice and, in entering the Prize Draw, all entrants consent to the same.
21. Mall Galleries shall use and take care of any personal information you supply to it as described in its privacy policy, [a copy of which can be seen here](#) and in accordance with data protection legislation. By entering the Prize Draw, you agree to the collection, retention, usage and distribution of your personal information in order to process and contact you about your Prize Draw entry, and for the purposes outlined in paragraph 7 above.
22. Mall Galleries accepts no responsibility for any damage, loss, liabilities, injury or disappointment incurred or suffered by you as a result of entering the Prize Draw or accepting the prize. Mall Galleries further disclaims liability for any injury or damage to your or any other person's computer relating to or resulting from participation in or downloading any materials in connection with the Prize Draw. Nothing in these Terms and Conditions shall exclude the liability of Mall Galleries for death, personal injury, fraud or fraudulent misrepresentation as a result of its negligence.

23. Mall Galleries reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, this Prize Draw with or without prior notice due to reasons outside its control (including, without limitation, in the case of anticipated, suspected or actual fraud). The decision of Mall Galleries in all matters under its control is final and binding and no correspondence will be entered into.

24. Mall Galleries shall not be liable for any failure to comply with its obligations where the failure is caused by something outside its reasonable control. Such circumstances shall include, but not be limited to, weather conditions, fire, flood, hurricane, strike, industrial dispute, war, hostilities, political unrest, riots, civil commotion, inevitable accidents, supervening legislation or any other circumstances amounting to force majeure.

25. Entry is open only to residents of England, Scotland and Wales.

26. The Prize Draw will be governed by English law and entrants to the Prize Draw submit to the exclusive jurisdiction of the English courts.