

BBC Radio Newcastle Football Ticket - Terms and Conditions and Privacy Notice

Privacy Notice (see below for full Terms and Conditions)

Your trust is very important to us. This means the BBC is committed to protecting the privacy and security of your personal data. It is important that you read this notice so that you are aware of how and why we are using such data. This privacy notice describes how we collect and use personal data about you during and after your relationship with us, in accordance with data protection law.

Why are we doing this and how you can participate?

- It's your chance to win a pair of tickets to see Newcastle United or Sunderland FC at home. The day before the game, we will announce at 0855 that the lines will open at 0910. We will play the sound of the ref's whistle and you call us on 0800 234 65 65. We will line up 3 callers. The first caller will be taken to air, you will be asked a question to get it right, the tickets are yours. Get it wrong we will go to our next caller and they will be asked the same question. They get it wrong and we will go to our final call – we will ask the same question. If they get it right, they win the tickets, if they get it wrong. The prize is not given away.
- The BBC will collect your personal information for the purposes of administering "BBC Radio Newcastle Football Ticket Competition". The BBC production team will collect your personal information via a telephone platform used by the BBC.
- If you make through, you will be asked to give your answer on air. We will announce your first name and location(city/town) on air.
- If you win the competition and your entry is broadcast by the BBC, this may include the programme and/or your contribution being available online and/or on demand, and your contribution may be used again by the BBC in a future broadcast.

What BBC will collect and how we will use it

You must be 18 or over to take part in this competition. The BBC will collect and process the personal data that you have provided to us about yourself for this competition. The personal data will include:

- Your full name
- Your contact number
- Your response to the question
- Confirmation your over 18

If you win the competition, we will also collect and process your postal address which will be shared with the football club fulfilling the prize. You'll need to prove your identity when collecting the Prize from the football club. For more detail on what is needed and how to collect your prize, please read our full Terms & Conditions below.

Who is the Data Controller?

The BBC is the 'data controller' of your personal data. This means that the BBC decides what your personal data is used for, and the ways in which it is processed. For the avoidance of doubt, your personal data will be collected and processed solely for the purposes set out in this privacy notice. As the data controller, the BBC has the responsibility to comply, and to demonstrate compliance with, data protection law.

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Lawful basis for processing your personal data

- The legal basis on which the BBC processes your personal data when you enter the competition is **legitimate interests**. It is in the BBC's legitimate interests to process your personal data to manage the prize giveaway, to notify the winners and to increase audience interaction through participation.
- We also have a **legal obligation** to process the personal data of the winner(s) in order to comply with relevant competition regulations.

Do we share your personal data with Third Parties?

- When you take part in the competition, the BBC will share your personal data with its third-party data processor which provide the BBC with a telephone platform to facilitate this competition and record your entry. We ensure that our providers have all entered an appropriate contract, which ensures they cannot do anything with your personal data except as we have instructed them to do so.
- Your name and address will be shared with the football club for collecting ticket purpose only.
- We will not share your personal data with any other third parties unless required or permitted by the law.

Retaining your information

- The BBC will retain entrant's personal data for twelve (12) months after the competition has ended, after which it will be deleted.
- The winner's personal data will be retained for a period of two (2) years for regulatory reasons, after which it will be deleted.
- Any recorded audio trails will be retained for six (6) months after the end of the competition, after which it will be deleted.
- If your contribution is used for broadcast, your personal data will be retained and archived in perpetuity by the BBC for historical purposes.
- Your personal data will be stored within the UK.

Your rights and more information

- You have **rights** under data protection law.
- You can **request a copy** of the personal data BBC stores about you.
- You have the right to ask for the personal data we collect about you to be **deleted** however there are limitations and exceptions to this right which may entitle the BBC to refuse your request.
- In certain circumstances, you have the right to **restrict** the processing of your personal data or to **object** to the processing of your personal data.
- You have the right to ask that we **transfer** the personal data to you or to another organisation, in certain circumstances.
- You can contact our [Data Protection Officer](#) if you have questions or you wish to find out more details about your rights, please visit the BBC's Privacy and Cookies Policy at <http://www.bbc.co.uk/privacy>. Please note that the description of the personal data collected and how it is used set out in this notice applies to the exclusion of anything to the contrary set out in the BBC's Privacy and Cookies Policy.
- If you have a concern about the way the BBC has handled your personal data, you can raise your concern with the supervisory authority in the UK, the Information Commissioner's Office (ICO) <https://ico.org.uk/>.

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Updating this privacy notice

- We will revise the privacy notice if there are significant changes to how we use your personal data. The date of the most recent revisions will appear on this page.

Terms and Conditions

1. Subject to 10. below, entry is open to all UK residents (including Channel Islands and the Isle of Man) aged 18 or over, except BBC employees or those of its affiliates and their close relatives or any person connected to the competition. Confirmation of identity and eligibility may be requested as well as confirmation of age.
2. Normally the competition will open at 9.10 the morning before a home game for either Newcastle United or Sunderland FC. The exact open and close times will be clearly announced on-air and possibly online if appropriate. Please listen carefully to announcements. The open time will be indicated on air by a referee's whistle.
3. Entry to the competition is by calling **0800 234 65 65**. Calls are free from landlines and mobiles. No other method of entry will be accepted. Only one entry is allowed per eligible listener per round of the competition.
4. The BBC may need to call the entrants back. If the entrant is unable to be contacted on the number given after reasonable attempts have been made, the BBC reserves the right to disqualify that entrant.
5. The competition is only open during the times announced on air. Entries received outside these times will not be registered. Any entries outside of the entry window will not be counted.
6. The first listener through will be put to air and offered the chance to successfully answer the question posed on air. If the listener is correct they win the prize. If not correct, the next listener through will be offered the opportunity, this will continue until the prize is won or no further air time allows. If the prize is not won, the test of skill and prize does not roll over. However any prizes remaining to be won may be offered in new competitions in the future.
7. The prize is either a pair of tickets to a Newcastle United or Sunderland FC home game. Which ones are being offered for that particular round of the competition will be announced clearly on air before the competition opens. There will be no additional element, fees or expenses offered unless expressed described as part of the prize.
8. There is no cash alternative and the prize cannot be sold or transferred in any circumstances.
9. If the prize requires additional action (such as collection of tickets) the winner must follow instructions given (which may include proof of identity). The BBC is not responsible for any failure to properly follow such instructions.
10. The prize may have additional requirements which alter the eligibility for entrants to the Competition (such as, but not limited to, an age limit for entry to an event for which tickets are offered). In these instances the changes to the eligibility requirements will be announced clearly on air and online as appropriate before the Competition opens. Anyone subject to a football banning order or equivalent which means they cannot use the prize as offered will not be eligible to enter. Winners cannot re-enter the competition for a period of ninety (90) days.
11. The BBC will not be responsible for any failure by the winner and guests (if applicable) to gain entry or re-entry to the event due to their behaviour or their failure to meet the admission requirements of the event, including, but not limited to, minimum age. Winners are responsible for

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checking admission requirements to the venue. The BBC will not be responsible for the suspension or cancellation of the prize event. The BBC will not provide an alternative or replacement prize..

12. Entrants may be invited to participate in post-competition publicity.

13. The BBC's decision as to prizes awarded is final. No correspondence relating to the competition will be entered into.

14. The BBC reserves the right to: (i) amend these terms and conditions including, but not limited to, the competition opening and closing times; (ii) disqualify any entrant who breaches the rules, has acted fraudulently in any way or has brought the BBC into disrepute; (iii) where applicable, disqualify an entrant or winner, withdraw or substitute any prize, should any entrant, winner or their guest at any stage exhibit inappropriate or dangerous behaviour (including, but not limited to being under the influence of alcohol, illegal drugs or chemical substances or causing a nuisance) before or whilst on air, attending BBC premises or where the prize includes attendance to an event, exclusion from that event; and (iv) impose any additional entry restrictions or requirements should the prize being offered require such restrictions or requirements (including but not limited to tickets for events with an age minimum or other entry requirements).

15. The BBC, its sub-contractors, subsidiaries and/or agencies cannot accept any responsibility whatsoever for any technical failure or malfunction or any other problem which may result in any entry not being properly registered.

16. This competition accords with the BBC's Code of Conduct for Competitions and Voting, <http://www.bbc.com/editorialguidelines/guidance/code-of-conduct>

17. To the extent permitted by law, the BBC will not be liable for any loss or damage (whether such damage or losses were foreseen, foreseeable, known or otherwise) including financial, reputational loss or disappointment.

18. The promoter of the competition is the British Broadcasting Corporation and the applicable law is the laws of England and Wales

19. Entrants will be deemed to have accepted these rules and to agree to be bound by them when registering.