



Competition Terms and Conditions and Privacy Policy

1. The promoter is Entertainment Retailers Association Limited (company no 2268007) whose registered office is at 42-43 Maiden Lane London WC2E 7LL (the “**Promoter**”).
2. The title of the competition is [Mural Competition in Bristol for National Album Day] (the “**Competition**”).
3. The Competition is open to residents of the United Kingdom aged 18 years or over except employees of Entertainment Retailers Association and their close relatives and anyone otherwise connected with the organisation or judging of the Competition.
4. There is no entry fee and no purchase necessary to enter this Competition.
5. By entering this Competition, an entrant is indicating their agreement to be bound by these terms and conditions.
6. To enter the Competition, entrants must (i) submit their original mural design, inspired by ‘Rock’, on Instagram ([@albumdayuk](#)), Facebook ([@AlbumDayUK](#)), or X ([@AlbumDayUK](#)) by tagging @AlbumDayUK; and (ii) complete this [Google Form](#) with contact info, social media handles and a supporting statement.
7. The Competition will run until Saturday 20th September. After this date the no further entries to the Competition will be permitted. No responsibility can be accepted for entries not received for whatever reason.
8. The Promoter reserves the right to cancel or amend the Competition and these terms and conditions without notice in the event of circumstances arising out of its control. Any changes to the Competition will be notified to entrants as soon as possible by the Promoter.
9. The Promoter may at its sole discretion and at any time, to change or modify these terms and conditions, such change shall be effective immediately upon posting to this webpage.
10. The Promoter is not responsible for inaccurate prize details supplied to any entrant by any third party connected with this Competition.
11. The Prize is: (i) having their mural painted by Seán Whelan on the side of The Gryphon, Bristol; (ii) being featured across all National Album Day social media platforms; (iii) £500 in cash; and (iv) the chance to be featured in related media opportunities. The prize is as stated. The prize is not transferable. The prize is subject to availability, and we reserve the right to substitute any part of the prize with another of equivalent value without giving notice. The prize is not negotiable or transferable.

12. Winners will be chosen by a panel of judges according to their opinions of artistic merit and must clearly match the theme of 'Rock Music'. The Promoter's decision in respect of all matters to do with the Competition will be final and no correspondence will be entered into.
13. Judges reserve the right to reject entries they suspect are generated, enhanced or conceptualised with AI software or entries clearly copied from another artist.
14. To qualify for entry, all entrants must submit additional supportive work. These images will not be distributed, sold, or used for generative AI purposes. These images will also not be considered as Competition submissions.
15. The design must be submitted in high resolution and should be suitable to easily replicate on a large scale.
16. Due to health and safety regulations, the winning design will be painted by a muralist. By entering this Competition, you accept the possibility of artistic differentiations between your original design and the final product.
17. By entering the Competition: (i) you warrant that your entry is original and you own all the intellectual property contained within it; and (ii) you grant the Promoter an irrevocable, worldwide, non-exclusive licence to use your entry in whatever manner the Promoter sees fit to promote National Album Day. For the avoidance of doubt, this includes the right to share the entry on its social media platforms and through the press and to commission the painting of the entry as a mural per the Prize.
18. The winner will be notified by email within 7 days of the closing date using the contact details provided as part of the entry. If the winner cannot be contacted or does not claim the prize within 7 days of notification, we reserve the right to withdraw the prize from the winner and pick a replacement winner.
19. The Promoter will notify the winner how the prize can be collected/delivered.
20. The Promoter must either publish or make available information that indicates that a valid award took place. To comply with this obligation the Promoter will send the surname and county of the winner to anyone who emails admin@eraltd.org within 28 days of the Competition closing.
21. Should you breach the warranty given to us in paragraph 18, you agree to indemnify the Promoter against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs and all other reasonable professional costs and expenses) suffered or incurred by the Promoter.
22. The Competition and these terms and conditions will be governed by English law and any disputes will be subject to the exclusive jurisdiction of the courts of England.
23. The winner agrees to the use of their name and image in any publicity material, as well as their entry. Any personal data relating to the winner, or any other entrants will be used solely in accordance with current UK data protection legislation and will not be disclosed to a third party without the entrant's prior consent.

24. This promotion is in no way sponsored, endorsed, administered by, or associated with, Facebook, X (Twitter), Instagram, or any other Social Network. You are providing your information to Entertainment Retailers Association and not to any other party. The information provided will be used in conjunction with the following Privacy Policy.

Privacy Policy

This Policy explains how Entertainment Retailers Association (company number 02268007) on behalf of National Album Day collects and uses your personal information for the purposes of the Mural Competition.

Our details

We are the data controller with conduct of your personal information.

You can contact us by email to admin@eraltd.org or by post to National Album Day, 42-43 Maiden Lane London WC2E 7LL.

You can contact our Data Protection Officer, Kim Bayley, by email to kim@eraltd.org or by post to: The DPO, National Album Day, 42-43 Maiden Lane London WC2E 7LL.

How we use your personal information

The following table explains how we use your personal information in our business. Different sections apply depending on your relationship to us. Please read each section carefully as more than one section may apply to how we use your information.

Situation	Types of information	Purpose and lawful basis for processing
Contacting Us		
You send us an enquiry.	Name, contact information, details of your enquiry.	We have a legitimate interest in responding to your enquiry and keeping a record of the correspondence in order to efficiently operate our business. We process your information to carry out pre-contractual steps relating to a potential contract between us.
Customers (including their staff), suppliers (including their staff)		
You or your organisation purchases goods or services from us.	Name, contact information, job title, payment details, details of the goods, services purchased.	If the contract is with you, the processing is necessary for us to perform our obligations under the contract. If the contract is with your organisation, then we have a legitimate interest in processing your personal information for the purpose of managing the contractual relationship between your organisation and us. We have a legitimate interest in keeping a record of the contract between us (or your organisation and us) for the administration of our business and to address any disputes which may arise between us (or your organisation and us).
You or your organisation supplies	Name, contact information, job	If the contract is with you, the processing is necessary for us to perform our obligations

goods or services to us.	title, payment details, details of the goods/services supplied.	under the contract. If the contract is with your organisation, then we have a legitimate interest in processing your personal information for the purpose of managing the contractual relationship between your organisation and us. We have a legitimate interest in keeping a record of the contract between us (or your organisation and us) for the administration of our business and to address any disputes which may arise between us.
People who sign up to receive marketing messages from us or enter our competitions		
We send you marketing communications concerning our organisation and activities.	Name, email address, marketing preferences.	We send you email marketing based on your consent.
You enter a competition we are running.	Name, email address and postal address.	We have a legitimate interest in running the competition, including telling you the outcome of your entry. We have a legal obligation to publicly announce the winner(s).

How long we keep your information for

We only keep your information for so long as is reasonably necessary. Generally speaking, we keep your personal information for the following periods of time:

General enquiries – 2 years from when we resolve your enquiry, unless it results in us entering into a contract with you or your organisation, in which case the below time period applies instead.

Customers and staff of customers - the duration of the customer contract plus 7 years.

Suppliers and staff of suppliers - the duration of the supplier contract plus 7 years.

Who is your information shared with?

We share your personal information with third parties only where we are required to do so to comply with the law, to protect our rights, to perform our contractual obligations or to efficiently operate our business. In order to achieve these purposes, we share your data with the following people or group of people:

If you are an employee or representative of a customer or supplier of ours then we may share your information with your employer and colleagues for the purpose of managing the business relationship between your organisation and us.

Our outsourced service providers. These organisations have strict contractual obligations to handle your information in accordance with data protection law and to keep it confidential at all times.

Our professional advisers (including accountants and lawyers). These people are subject to professional duties of confidentiality.

Potential acquirers of our organisation may be given access to redacted information about our customers, members, suppliers and their staff/representatives. Before we share this information the potential purchaser would need to sign a non-disclosure agreement which protects your personal information.

If the recipient of your information is based outside of the UK and is not based in a country which offers equivalent protections for personal data then your data will be safeguarded by an International Data Transfer Agreement or equivalent terms.

Your rights

Under UK data protection law you have the following rights:

The right to be informed about what we do with your information. This Policy provides you with this information.

If we are processing your data on the basis of your consent then you have the right to withdraw that consent at any time. Consent can be withdrawn by and notifying us using the details set out at the start of this policy. Consent to marketing communications can be withdrawn by following the steps outlined in that communication, such as clicking the 'unsubscribe' link in the marketing emails we send.

The right to access a copy of your information which we hold. This is called a 'data subject access request'. Additional details on how to exercise this right are set out in the 'Access to Information' section below.

The right to prevent us processing your information for direct marketing purposes. We will usually inform you (before collecting your data) if we intend to use your data for such purposes or if we intend to disclose your information to any third party for such purposes. You can exercise your right to prevent such processing by checking certain boxes on the forms we use to collect your data or by contacting us using the details set out at the start of this policy.

The right to object to decisions being made about you by automated means. We will inform you if your information is subject to automated processing.

The right to object to us processing your personal information in certain other situations.

The right, in certain circumstances, to have your information rectified, blocked, erased or destroyed if it is inaccurate.

The right, in certain circumstances, to claim compensation for damages caused by us breaching data protection law.

The right, in certain circumstances, to request that we erase, rectify, cease processing and/or delete your information.

You have the general right to complain to us in the first instance if you are not happy with how we are processing your personal information. If you would like to complaint, please contact us using the details set out at the start of this Policy. If you are not satisfied by our response then you can complain to the Information Commissioner's Office (ICO) via www.ico.org.uk.

General

We have put in place appropriate security measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, we limit access to your personal data to those employees, agents, contractors and other third parties who have a business need to know. They will only process your personal data on our instructions and they are subject to a duty of confidentiality.

We have put in place procedures to deal with any suspected personal data breach and will notify you and any applicable regulator of a breach where we are legally required to do so

Access to information

Under data protection law you can exercise your right of access by making a written request to receive copies of some of the information we hold on you. You must send us proof of your identity, or proof of authority if making the request on behalf of someone else, before we can supply the information to you. Requests should be sent to us using the contact details set out at the start of this policy.

You do not need to pay a fee to exercise this right unless you are requesting copies of documents you already possess, in which case we may charge our reasonable administrative costs. We are also allowed to charge you for our reasonable administrative costs in collating and providing you with details of the requested information which we hold about you if your request is clearly unfounded or excessive. In very limited circumstances, we are entitled to refuse to comply with your request if it is particularly onerous.

In certain circumstances, you are entitled to receive the information in a structured, commonly used and machine-readable form.

Changes to this Policy

This Policy was last updated on 24 July 2025.