

Liverpool City Region Combined Authority - Borough of Culture Logo Competition

Terms and Conditions

The Competition is being run by Liverpool City Region Combined Authority whose registered office is at No. 1 Mann Island, Mann Island, Liverpool, L3 1BP

By entering this Competition (hereinafter defined), an entrant is indicating his/her agreement to be bound by the following terms and conditions

The following terms shall have the following meanings:-

'Competition' means the Liverpool City Region 'Borough of Culture' Logo competition;

'Competition Brief' means the brief which is available at <http://liverpoolcityregion-ca.gov.uk/logo-competition>

'Intellectual Property Rights' means any and all patents, trademarks, service marks, copyright, moral rights, rights in a design, know-how, confidential information and all or any other intellectual or industrial property rights whether or not registered or capable of registration and whether subsisting in the United Kingdom or any other part of the world together with all or any goodwill relating or attached thereto;

'Copyright' means unencumbered copyright throughout the world for use as the LCR Combined Authority needs or determines on any and all platforms and in any and all media.

'You', 'Your' means the resident or business of the Liverpool City Region who/which takes part in this Competition;

'We', 'Our' or 'Us' means the Liverpool City Region Combined Authority (LCR CA).

'LCR CA Cultural Partnership' means the authorised body acting on behalf of the LCR CA whose functions include but are not limited to, judging the Competition and supporting the promotion and publicity of the LCR Borough of Culture programme.'

Terms and Conditions' means the terms and conditions which are set out below;

1) The Competition opens on **28th November 2018** and closes at midday (**12pm**) on **7th January 2019** GMT. No entries will be accepted after the closing date.

2) Entries are limited to one entry per person or per group.

a) Entries that are not in accordance with these Terms & Conditions are invalid.

b) Entries comprising of anything which is obscene or vulgar, abusive, harmful, threatening, libellous, defamatory, invasive, profane or otherwise unlawful shall be deemed to be invalid.

c) Illegible, incomplete, defaced or corrupt entries will not be accepted

d) We accept no responsibility for lost entries and proof of transmission will not be accepted as proof of receipt.

e) Entries must not be sent through agencies or third parties

3) In order to enter into the Competition, entrants must:

a) Submit their design as defined by the Competition Brief

b) Include a written entry of no more than 250 words explaining your concept

c) Send your submission and contact details to Boroughofculturelogo@liverpoolcityregion-ca.gov.uk

Entrants should take into consideration the Competition brief before submitting their entry. Any submission which is deemed by the LCR CA Cultural Partnership as not in line with the brief will not be considered.

4) A judging panel including members of the LCR CA Cultural Partnership shall judge the winning entry after the deadline with the winner being announced in January 2019. The panel will select one idea which in their opinion best responds to the brief of the Competition. Suitability of the logo design for a range of applications, and originality of the idea will be considered.

5) There will be one winner of the Competition. The winner will receive a cash prize of £800. The Liverpool City Region Combined Authority will contact the winners with further details of how to claim the prize after the close of the Competition.

6) The winner will be notified via the contact details provided in their submission. The LCRA will use their best endeavours to contact the winner via the contact details provided in the submissions, if the winner cannot be contacted the prize will be forfeited and the rights granted under this Agreement will still continue.

7) The competition is open to the following:

Any resident aged 16 + (on the date the competition opens) living within the Liverpool City Region including students, businesses and Creatives, Artists, Designers, Communication and Marketing Professionals.

Where the resident is aged between 16 – 18 years we reserve the right to require that the parent or guardian of the entrant confirms in writing that they agree to be bound by all Terms & Conditions applicable and will accept any prize on behalf of an under 18 Competition winner.

Entrants must not be employed by the Liverpool City Region Combined Authority in any way or form. This restriction includes workers, employees, contractors and agents.

8) Your submission can be as an individual, group or collaboration. If a group or collaboration submits an entry they must nominate a singular representative who shall submit the combined entry on the group or collaborations. By submission the group or collaboration warrant that the nominated individual has the right to act on behalf of all group/collaboration and has been granted the right to assign all intellectual property rights, license and copyright of the submission and that

they are permitted to be the sole receipt of the cash prize if they are deemed the winners of the Competition.

9) By entering the competition you agree to assign to us all Intellectual Property Rights in your competition entry and that you will (at our request) use all reasonable endeavors to promptly execute such documents and perform such acts as may reasonably be required to give effect to this assignment. You further agree that you have not by act or omission caused or permitted, and are not aware of, anything which might jeopardize the registration or enforceability or application for registration of the Intellectual Property Rights.

10) Your entry must be Your original work. It must not infringe the intellectual property rights of any third party. This includes the use of third party trademarks, images and/or copyright. By submitting your entry, you warrant that the work comprising the entry was created by you and you have procured the necessary consents, licenses and other such authorisations from any third party (including without limitation any models or members of the public) that may form part of your entry.

11) Your entry must not have been used or published in any media or on any platform nor been part of a previous competition. You further agree NOT to publish your submitted design on Facebook or other social media until after the winner is announced.

12) Your entry must not comprise of anything which is or can be perceived as obscene or vulgar, offensive, abusive, harmful, threatening, libellous, defamatory, invasive of another's privacy, sexually or racially or ethically or religiously insulting, harassing, abusive, profane or otherwise unlawful.

13) All entries will be screened by the LCR CA Cultural Partnership which reserves the right, at its sole discretion, to remove and/or disqualify any entry which it believes is in breach of this clause, or any of the provisions of these Terms & Conditions.

14) If your entry is selected as the winning entry, you hereby grant Liverpool City Region Combined Authority (and its authorised partners) the full and unencumbered copyright throughout the world for use as the LCR Combined Authority needs or determines on any and all platforms and in any and all media. The winning prize money will be deemed as the full and final fee.

15) Entrant(s) agree that their name(s) may appear on entries reproduced for marketing and promotional purposes.

16) The prize may be altered or varied at the sole discretion of LCR CA and substituted with a prize which, in the sole opinion of LCR CA, is a suitable alternative.

17) LCR CA, and any other company, organization or person assisting or connected with the Competition shall not be liable for any claims or complaints of any nature in respect to the prize or to the entries, to the fullest extent that this is permissible by law.

18) LCR CA reserves the right to withdraw or amend the Competition and these Terms & Conditions in the event of any unforeseen circumstances outside of its reasonable control or if in its absolute discretion considers it necessary.

19) The winners agree to take part in any and all post-Competition publicity at the request of LCR CA.

GDPR

20) Information containing personal data which is provided by you when you enter will be processed in a database for the purpose of managing the Competition. Such information will not be used for any other purpose than as stated in these Terms & Conditions or as permitted by the General Data Protection Regulation (GDPR).

21) The promoter of the Competition is Liverpool City Region Combined Authority, 1 Mann Island, PO Box 1976, L69 3HN

22) These Terms and Conditions are governed exclusively by the laws and courts of England and Wales.

Data Protection

22) The information you provide to Us will be collected and stored by the Combined Authority and processed in accordance with the GDPR, the Data Protection Act 2018 and any future such legislation.

23) We will only use Your information for the purposes of administration of the Competition (including publishing your name if you are the winner)

24) By entering this Competition You consent to your information being used for these purposes.

25) Full details of how Your personal data will be used as part of this competition can be found in our Fair Processing Notice available on our website at <http://liverpoolcityregion-ca.gov.uk/logo-competition>