

LIVERPOOL CITY REGION CULTURAL & CREATIVITY AWARDS TERMS AND CONDITIONS

1. The promoter

The promoter is Liverpool City Region Combined Authority of 1 Mann Island, Liverpool, L3 1BP (the "**Promoter**").

2. The event

2.1 The title of the event is Liverpool City Region Culture & Creativity Awards.

2.2 The Liverpool City Region Culture & Creativity awards are planned to stimulate, recognise, nurture and celebrate excellence in creativity and innovation wherever it can be found the Liverpool City Region. The awards, a red carpet event, will take place on 28 November 2019 and hosted in the 2019 Liverpool City Region 'Borough of Culture', Wirral.

2.3 The event consists of 12 award categories:

- (a) People's Choice Award (Outstanding Contribution to Culture);
- (b) Artist/Arts Organisation of the Year;
- (c) Student Inspiration Award;
- (d) Impact Award (Health and Wellbeing);
- (e) Impact Award (Environmental Sustainability);
- (f) Impact Award (Improving Education and Learning);
- (g) Impact Award (Improving community Cohesion);
- (h) Impact Award (international Reach);
- (i) Impact Award (Future World of Work);
- (j) Impact Award (Sustainable Business in Arts);
- (k) Borough of Culture 'Star of the Year';
- (l) Inspiration Award.

2.4 Further information concerning each category and its eligibility, selection and judgment criteria can be found online at <https://www.liverpoolcityregion-ca.gov.uk/lcr-cca-nominations/>.

3. How to enter

3.1 Entries will be accepted from 31 July 2019 (the "**Opening Date**") to 4:00 p.m. on 20 September 2019 (the "**Closing Date**") inclusive.

- 3.2 All entries must be received by the Promoter by no later than 4:00 p.m. on the Closing Date. All entries received after the Closing Date are automatically disqualified.
- 3.3 The completion is entered through the submission of the online entry form provided on <https://www.surveymonkey.co.uk/r/JDGBLP3> on or before the Closing Date.
- 3.4 There is no charge to enter the event.
- 3.5 The Promoter will **not** accept:
- (a) responsibility for entries that are lost, mislaid, damaged or delayed in transit, regardless of cause, including, for example, as a result of any postal failure, equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind; or
 - (b) proof of posting or transmission as proof of receipt of entry to the event.
- 3.6 By submitting an entry, you (or your Nominated Entrant) are agreeing to be bound by these terms and conditions.
- 3.7 The Promoter, at its sole discretion, will produce a shortlist of entrants for each of the award categories listed under Clause 2.3
- 3.8 A maximum of 3 entries will be shortlisted for the award categories listed under Clauses 2.3 (b) – (l) inclusive.
- 3.9 A panel of judges will judge the shortlisted entries for each of the award categories listed under Clauses 2.3 (b) – (l) inclusive and will select one winner per category. The judging panel may, at their sole discretion, also select a runner-up for each of the aforementioned categories.
- 3.10 A maximum of 6 entries will be shortlisted for the award category listed under Clause 2.3 (a).
- 3.11 Members of the public will vote to determine the winner of the award category listed under Clause 2.3 (a).
- (a) The voting will run from on 21 October 2019 (the "**Public Voting Opening Date**") to 4:00 p.m. on 8 November 2019 (the "**Public Voting Closing Date**") inclusive.
 - (b) The shortlisted entry with the most votes following the Public Voting Closing Date will be the winner of the aforementioned award category.
 - (c) The Promoter will put reasonable technical measures in place to restrict the public vote to one vote per IP address and/or one vote per email address.

- (d) Shortlisted entrants are permitted to inform third parties of their inclusion on the shortlist.
- (e) The Promoter reserves the right to disqualify any shortlisted entrant who, in the Promoter's reasonable opinion, has unduly incentivised any third party to vote for them or who has otherwise interfered with or abused the voting process.

4. Eligibility

- 4.1 The event is open to businesses, individuals, public sector organisations, voluntary sector organisations and academic institutions with a registered office, home address or place of business within the Liverpool City Region, **except**:
 - (a) employees of the Promoter, or Merseytravel of 1 Mann Island, Liverpool, L3 1BP ("**Merseytravel**");
 - (b) employees of agents or suppliers of the Promoter or Merseytravel, who are professionally connected with the event or its administration; or
 - (c) members of the immediate families or households of (a) and (b) above.
- 4.2 You may submit an entry on behalf of an eligible third party ("**Nominated Entrant**"), subject to obtaining their express prior consent.
- 4.3 In entering, you (and/or your Nominated Entrant) confirm that:
 - (a) you (or your Nominated Entrant) are eligible to do so;
 - (b) all information contained in your (or your Nominated Entrant's) entry is truthful and accurate;
 - (c) you (or your Nominated Entrant) have obtained all and any consents, permissions and authorisations that may be required;
 - (d) your (or your Nominated Entrant's) entry does not contain any third-party materials and/or content that you do not have permission to use;
 - (e) your (or your Nominated Entrant's) is not obscene, defamatory or in breach of any application legislation; and
 - (f) you (and/or your Nominated Entrant) are eligible to and agree to grant to the Promoter the intellectual property rights detailed in Clause 8.
- 4.4 Subject to Clause 4.5, the work or project, or a major part thereof, referred to in an entry must have taken place between 1 April 2018 and 31 March 2019.
- 4.5 The award category listed at Clause 2.3 (k) is only open to entries from Wirral residents who have participated in Wirral's Borough of Culture programme. The work or project, or

a major part thereof, referred to in an entry in the aforementioned award category must have taken place between 1 January 2019 and the Closing Date.

- 4.6 The award category listed at Clause 2.3 (l) is not open for entry by the general public. The shortlist for the aforementioned award category will be selected solely by the Promoter.
- 4.7 Entrants may submit entries in relation to more than one award category but a separate online entry form must be submitted for each entry. Entrants must not submit multiple entries in the same award category.
- 4.8 The Promoter reserves the right to move entries into different award categories as appropriate. Entries will not be moved into a different award category without the prior consent of the entrant.
- 4.9 The Promoter will not accept entries that are, in its reasonable opinion, submitted in breach of the declaration made under Clause 4.3.
- 4.10 The Promoter reserves all rights to disqualify any entrant whose conduct, in the reasonable opinion of the Promoter, is contrary to the spirit or intention of the event.
- 4.11 Entries cannot be returned to you or your Nominated Entrant.

5. The accolade

- 5.1 The winner of each award category will receive an award commemorating their achievement and be offered the services of a film maker to help create a 3 minute bespoke film for profile raising purposes.
- 5.2 There is no cash alternative for the accolade.
- 5.3 The accolade is not negotiable or transferable.

6. Winners

- 6.1 The decisions of the Promoter (or the judges nominated by the Promoter) are final and no correspondence or discussion will be entered into.
- 6.2 The Promoter will contact entrants who have been shortlisted in an award category ("**Shortlisted Entrant**") by email on or before 11 October 2019. Should a Shortlisted Entrant fail to respond to the Promoter's email within 7 days of it being sent, their place on the shortlist will be forfeited and the Promoter will be entitled to select another entrant for the shortlist.

- 6.3 Three representatives of each Shortlisted Entrant will be invited to attend an award ceremony on 28 November 2019 at the Lady Lever Art Gallery, Port Sunlight Village, Wirral, CH62 5EQ (the “**Award Ceremony**”). Further information concerning the Award Ceremony will be provided to Shortlisted Entrants by the Promoter on notification of shortlisting.
- 6.4 The Promoter may contact a Shortlisted Entrant prior to the Award Ceremony to obtain further information about their entry for the purpose of collecting and reviewing the content to be published on the Promoter’s websites and, at the sole discretion of the Promoter, any supplemental material which may be published after the Award Ceremony.
- 6.5 The winner (and if appropriate, the runner-up) of each award category will announced at the Award Ceremony. Following such announcements, the Promoter may publish the name of each winner (and if appropriate, each runner-up) on its website or any other medium whether now known or invented in the future.

7. Limitation of liability

- 7.1 The Promoter reserves the right to hold void, suspend, cancel, or amend the event or any feature thereof at any time, with or without notice, where in the Promoter’s opinion it becomes necessary to do so.
- 7.2 Insofar as is permitted by law, the Promoter, its agents or distributors will not in any circumstances be responsible or liable to compensate entrants or their representatives, or accept any liability for any loss, damage, personal injury or death occurring as a result of participating in the event.

8. Ownership of entries and intellectual property rights

- 8.1 The Promoter does not claim any rights of ownership in your (or Nominated Entrant’s) entry.
- 8.2 You (or Nominated Entrant) agree that the Promoter may, but is not required to, make your entry available on its website and any other media, whether now known or invented in the future, and in connection with any publicity of the event. You (or Nominated Entrant) agree to grant the Promoter a non-exclusive, worldwide, irrevocable licence, for the full period of any intellectual property rights in the entry and any accompanying materials, to use, display, publish, transmit, copy, edit, alter, store, re-format and sub-licence the entry and any accompanying materials for such purposes.
- 8.3 All Shortlisted Entrants agree that the Promoter may, but is not required to, make their voice, image, photograph and name (“**Shortlisted Entrants’ Details**”) available on its website and any other media, whether now known or invented in the future, and in connection with any publicity of the event. All Shortlisted Entrants agree to grant the

Promoter a non-exclusive, worldwide, irrevocable licence, for the full period of any intellectual property rights in the Shortlisted Entrants' Details, to use, display, publish, transmit, copy, edit, alter, store, re-format and sub-licence the Shortlisted Entrants' Details for such purposes.

9. Data protection and publicity

- 9.1 The Promoter will only process your personal information as set out in the Fair Processing Notice found at <https://www.liverpoolcityregion-ca.gov.uk/lcr-culture-creativity-awards/> See also Clause 6.5 with regard to the announcement of winners (and runner-ups) and Clauses 8.2 and 8.3 with regard to the promotion of the event.

10. General

- 10.1 If there is any reason to believe that there has been a breach of these terms and conditions, the Promoter may, at its sole discretion, reserve the right to exclude an entrant from participating in the event.
- 10.2 These terms and conditions shall be governed by English law, and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.