

Subway Ideas Competition - Terms & Conditions

1. The competition is open to all. If you have a personal relationship with an existing council employee or elected member you must declare this on the submission form. Croydon Council takes conflict of interest very seriously and will change the judging panel should there be a risk.
2. Under 16s must receive consent for their submission by their parent or legal guardian.
3. The competition is free to enter.
4. To enter the Competition you must complete the online entry form which can be accessed via www.croydon.gov.uk/ReimagineSubways, you are also required to submit a minimum of 1 image and your proposals (please also refer to the brief for more details) to growthzone@croydon.gov.uk.
5. Your submission (including any images) must not infringe any existing intellectual property rights. By entering this competition you consent to Croydon Council (itself and/or through its agents or contractors) having the right, free of charge and in perpetuity, to use any part of your submission for publicity, planning and any other purpose.
6. There are three categories of entry:
 - 6.1 Over 18s (individuals and groups of individuals over the age of 18);
 - 6.2 Under 18s (individuals and groups of individuals under the age of 18); and
 - 6.3 Organisations (e.g. unincorporated associations, registered companies and charities, partnerships, trading and/or commercial entities)
7. One entry is permitted per category and per person (whether entering as lead representative or on whose behalf an entry is submitted in any of the categories)
8. You will be able to submit your entry any time between 14:00pm hours on 20th November 2019 and 17:00pm on 10th January 2020. Any entry received before the opening date and time or after the closing date and time will not be included in the Competition.
9. Shortlisted Finalists will be notified by the Council via their preferred nominated method (either telephone or email). Finalists will be required to create a profile of their entry, our communications lead officer will lead on this and engage with finalists during the period of 23/01/2020 to 29/01/ 2020. In the event a finalist does not respond to the Council notification/request within 48 hours, then the Council reserves the right to select another finalist.
10. If you are successful at the shortlisted stage you will be asked for your social media account details, this is optional and will only be used to support your idea.
11. The winner(s) in each category will be notified by Croydon Council and the winner(s) name(s) will be announced on Croydon Councils communication channels, ideas may also feature in external publications by organisation working with us to promote the competition.
12. Entries can be submitted by groups of two or more individuals. If you are submitting an entry as a group, your entry must contain:
 - 12.1 The names of all the individuals who form part of the group; and
 - 12.2 An indication of which individual is the lead representative for the group, nominated as the group Lead.
13. If a group entry in the over 18s category wins the Competition, the prize will only be awarded to the lead representative. Therefore each group should decide in advance how the prize will be disbursed between group members and we advise that you record the division of the prize in writing prior to submitting the entry. Croydon Council will not enter into any correspondence or take any decisions in relation to how prize money should be split between group members.

14. Entries can be submitted by professional, community or other Organisations. You must provide full details of your organisation (including registration details if you are a registered company or charity). Where an organisation has a legal personality the entry shall be made in the name of the organisation and prizes shall be allocated to that organisation. In other cases you must include contact details of a member of your organisation who will act as the lead representative in respect of your entry and for the purposes of accepting a prize on behalf of the organisation.
15. If a group entry in the under 18s category wins the Competition, the group lead will provide the details of who the prize is to be awarded to. Therefore each group should decide in advance which school, charity or community group they will nominate to win the prize. Croydon Council will not enter into any correspondence or take any decisions in relation to who the prize should be awarded to. If an individual under 18 wins the competition they are required to nominate a school, charity or community group to receive the prize.
16. Your entry may be disqualified if you give consent or accept any provision of these Terms and Conditions on behalf of your group or organisation and your group or organisation informs Croydon Council, or Croydon Council becomes aware, that you do not have the authority to act in this manner on behalf of your organisation.
17. All winners will be contacted individually from the date set out in paragraph 21 therefore participants do not need to contact Croydon Council to find out if they have won. Croydon Council cannot enter into correspondence with unsuccessful participants.
18. An officer will contact the parent / guardian of the under 16 entrant to confirm they have permission to enter the competition. This will be carried out after the shortlisting.
19. Up to two prizes of £500 each will be offered to the winner(s) of the Competition. Under 18s will receive a prize of £500 for a charity of their choice, their school or a community group fund. There will also be runner up prizes of £100.
20. If for any reason, a winner is unable to accept the prize or does not wish to collaborate further with Croydon Council, the prize will not be awarded to that winner and Croydon Council reserves the right to award the prize to the entry which, in the opinion of the judge's panel, was the next best entry.
21. Winners will be chosen by 25/02/2020.
22. The winner[s] will be notified thereafter via email or telephone (using details provided at entry). Croydon Council may require further information from the winner to confirm their eligibility and arrange delivery of the prize. In the event the winner does not respond to the correspondence via email or telephone within 48 hours, Croydon Council reserves the right to select another winner.
23. By entering the Competition you agree to participate, and hereby give your consent for your name and image to be used, at Croydon Council's request, in any publicity activity as necessary.
24. Publicity activity will potentially involve the publication of the names, photographs and designs of the finalists and winner(s) on Croydon Council's websites, Facebook pages, Twitter pages, press releases and in other promotional and marketing material, including digital media. You may be required to participate in publicity when the prize is awarded and also in relation to the development and implementation of your winning entry.
25. By entering the competition you give consent to Croydon Council to publish, republish, or otherwise transmit still and moving images, audio, designs and my name for the purposes of:
 - 25.1 Publicity and promotional materials, including advertising material and printed publications;
 - 25.2 Presentation and exhibition materials;

25.3 Websites, social media channels and digital communications materials, including advertising material and printed publications; and

25.4 News media and their associated websites, social media channels, print publications, television and radio.

26. The Council will keep all its images in accordance with data protection law and delete the images that have not been used for any publicity or marketing after 2 years. By submitting an entry you understand that any still / moving images / audio used for publicity or marketing purposes are in the public domain and therefore could potentially be reproduced, altered, or re-used by anyone outside of the Council's control.

27. By submitting an entry you are confirming:

27.1 All Intellectual Property Rights contained in your entry belong, or are appropriately licensed, to you or members of your group or the organisation on whose behalf you are submitting an entry and have not had any restrictions placed upon them or been used in any other competition or award scheme in relation to which you have been awarded a prize or any award;

27.2 The entry or any part of the entry is original work and that you have the right to give Croydon Council permission to use it during the judging stages, in the event that the winning idea is to be developed and for publicity as specified in paragraphs 23, 24 and 27.3 and that all necessary consents for the submission of the entry material have been obtained; and

27.3 That you grant Croydon Council, free of charge, permission to use the entry material (including, without limitation, modifying and adapting it for operational and editorial reasons) in any media connected with the Competition.

28. If you are the winner of the Competition:

28.1 Nothing in these Terms and Conditions shall have the effect of transferring ownership of any Intellectual Property Rights that subsisted prior to the Collaboration Period ("Background IPR");

28.2 Subject to paragraph 27.3, any Intellectual Property Right that arises or is obtained or developed by either you or Croydon Council during the Collaboration Period ("Collaboration IPR") shall be owned by the party creating or developing the materials in respect of which it arises;

28.3 To the extent that any Collaboration IPR arises or is obtained in respect of materials developed by you and Croydon Council jointly, it shall be owned by Croydon Council and you hereby assign to Croydon Council with full title guarantee by way of present and future assignment all your right, title and interest in and to such Collaboration IPR;

28.4 Croydon Council hereby grants to you a royalty-free, non-exclusive, right and licence to use Croydon Council's Collaboration IPR and Croydon Council's Background IPR in, and to the extent necessary for, the development of the idea during the Collaboration Period;

28.5 You hereby grant to Croydon Council an irrevocable, royalty-free, nonexclusive, right and licence to use your Collaboration IPR and your Background IPR in, and to the extent necessary for, the development of the idea during the Collaboration Period;

29. If your entry is chosen as the winner of the Competition and it is later proven that any material subsisting in your entry and your proposed solution contains Intellectual Property Rights belonging to someone else not credited in your entry or to someone from whom you should have sought permission before including the associated material, Croydon Council reserves its right to demand repayment by you of some or all of the prize money and potentially claim back from you any loss it suffers as a result.

30. The decision of Croydon Council regarding any aspect of the competition is final and binding and no further correspondence will be entered into.
31. Participants are deemed to have accepted and agreed by these terms and conditions upon entry. Croydon Council reserves the right to refuse entry, or refuse to award the prize(s) to anyone in breach of these terms and conditions.
32. Croydon Council reserves the right to hold void, cancel, suspend or amend the competition where it becomes necessary to do so.
33. Any data collected in connection with the promotion will be used by Croydon Council in accordance with Croydon Council's Privacy Notice details, which can be found on the online entry form.
34. The competition will be governed by English law and the entrants to the prize draw submit to the jurisdiction of the English courts.
35. Promoter: London Borough of Croydon, Bernard Weatherill House, 8 Mint Walk. Croydon. CR0 1EA.
36. The competition is in no way sponsored, endorsed or administrated by, or associated with, Facebook, Twitter or Instagram. By participating, you understand you are providing your information to Croydon Council and not to any of the named sites above.
37. Croydon Council excludes all liability as a consequence of this competition to the fullest extent lawfully permitted

END OF TERMS AND CONDITIONS