

## **Terms and Conditions of Entry as at February 2021**

1. The within terms and conditions (the “**Terms and Conditions**”) relate to a competition entitled “Imagine MK” (the “**Competition**”) which the local non-profit community group Transition Town Milton Keynes (the “**Charity**”) intends to run during 2021 and from which the Charity shall select an unspecified number of works to be exhibited at locations and times to be confirmed by the Charity (the “**Exhibition**”).
2. By entering this competition, (the “**Entrant**”) accepts these terms and conditions as set out hereinafter and the Entrant further accepts that the terms and conditions of this Competition may be altered, amended, varied or otherwise modified by the Charity at any time up to and including the final determination of the Competition and that such alteration, amendment or variation may be made orally or in writing and at all times the terms and conditions are at the sole discretion of the Charity.
3. The Competition is open to all residents of the Borough of Milton Keynes or people who do not reside in but do work or go to school/college within the Borough of Milton Keynes . The Entrants can enter into one of three age-related categories, these are 1. Under 12s; 2. 12-16s; and 3. 17s and over based on the age of the Entrant on [22 February 2021].
4. The competition shall open at 7.00am on 22 February 2021 and shall close at 11.59pm on Monday the 12<sup>th</sup> April 2021. Entries received after this date and time shall not be considered for entry under any circumstances. The Charity reserves the right, in its absolute discretion, to extend the Closing date of the competition for a reasonable period of time and where so extended the date upon which the Charity decide to be the subsequent closing date shall be the closing date for the purposes of these terms and conditions.
5. In order to enter the Competition, all Entrants shall complete an online application form at <https://www.surveymonkey.co.uk/r/VVTPLJS> (the “**Entry Form**”) and follow all directions therein. Completed Entry Forms together with your ideas should be submitted to the relevant email address based on the age category you are entering, full details are here <https://www.transitiontownmk.org/imagine-mk-ideas-competition/>.
6. The submitted entry (the “**Work**”) must be your original imaginative vision for what you want it to be like to live in Milton Keynes in 2030. The work can be written text, a drawing or a painting. It must fit on one A4 page. While the Charity shall endeavour to provide advance notice to all entrants with respect to key dates and timelines, the Charity reserves the right to make such alterations and changes to key dates as are reasonably necessitated.

7. Work that does not fit within the Conditions of Entry will not be admissible and will not be considered for exhibition. The Charity shall retain full and sole discretion over every question as to the admissibility or otherwise of any given work. The following are examples (without limitation) of inadmissible Works:
  - a. Works that are in breach of copyright (or reasonably considered by the Charity to create a risk of infringing upon a copyright); or
  - b. Work that is incomplete; or
  - c. Work, that in the reasonable view of the Charity, is likely to breach the Racial and Religious Hatred Act 2006
  
8. Entrants are reminded that all Work submitted must conform to all health and safety standards and regulations.
  
9. In addition, the Charity reserves the right to disqualify a work, where in the reasonable view of the Charity:
  1. The work does not meet any of the entry criteria; or
  2. The Entrant cannot be contacted; or
  3. The Entrant does not respond within 72 hours of being contacted by the Charity.
  
10. The competition is not open to members of Transition Town Milton Keynes core team, and Milton Keynes Council Sustainability Team or their immediate family members of their households.
  
11. The judges shall be appointed by the Charity in such number and of such qualification as it sees fit at its sole discretion. The Judges' decision shall be final, and no correspondence will be entered into. All works will be judged anonymously.
  
12. The Charity shall endeavour to notify successful Entrants who will be invited to have their work exhibited (the "**Selected Entrant(s)**") shortly after [29<sup>th</sup> April 2021] or such other date as the Charity, at its absolute discretion, shall elect (the "**Notification Date**"). On or shortly thereafter the Notification Date, all selected Entrants will be contacted and provided with full delivery details and the relevant dates. The delivery of the original Work to and from the exhibition is the responsibility of the Entrants. The Charity may seek verification of the Entrants eligibility to enter the relevant age category of the Competition.
  
13. All Competition winning Entrants will be required to deliver their original Work for the Exhibition.

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14. The return of Work after the Exhibition is also the responsibility of the Entrants. The Charity reserves the right to dispose of any Works after the exhibition that have (i) not been collected by the Entrants or (ii) where the Entrants have made no attempt to collect their Work within 3 months of the collection date.
15. Entries must be sent by email:
  - a. **In the under 12s category:** to [imagine\\_mk\\_cat1@protonmail.com](mailto:imagine_mk_cat1@protonmail.com) to arrive by 11.59pm on 12 April 2021
  - b. **In the 12-16s category:** to [imagine\\_mk\\_cat2@protonmail.com](mailto:imagine_mk_cat2@protonmail.com) to arrive by 11.59pm on 12 April 2021
  - c. **In the over 17s category:** to [imagine\\_mk\\_cat3@protonmail.com](mailto:imagine_mk_cat3@protonmail.com) to arrive by 11.59pm on 12 April 2021
16. All Entrants selected for Exhibition will be invited to an awards ceremony for the unveiling of Imagine MK: "Our Vision for (Sustainable Living In) Milton Keynes in 2030" Exhibition in Central Milton Keynes on a date to be announced.
17. The Charity will endeavour to organise an exhibition tour of the selected Works at locations and times to be confirmed (the "**Exhibition**"). All decisions relating thereto are within the sole discretion of the Charity and the Charity makes no representations or offers any guarantees as to the intentions surrounding the Exhibition.
18. The Entrant shall be responsible for all costs associated with creating the Work.
19. By completing the Entry Form, the Entrant agrees to the Charity collecting, retaining, processing, or otherwise utilising the Entrant's personal information solely for the purposes of processing the Entrant's entry to the Competition, the promotion and administration of the Competition and the creation of the Exhibition. The Entrant's personal information will not be shared with third parties or otherwise processed for alternative purposes.
20. By completing the Entry Form and by providing any further information to the Charity in relation to the Competition, the Entrant warrants that all such information supplied is truthful, accurate, and not misleading or otherwise incomplete. Where it reasonably or justifiably appears to the Charity, that the Entrant is in breach of this warranty, or where the Charity understands or apprehends there to be a risk that the Entrant, has or will bring the Competition or the Charity

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into disrepute, the Charity shall be entitled to take such steps as are necessary to conclude the Entrant's involvement in the Competition forthwith.

21. The Entrant shall not make, or permit any person to make, any public announcement, communication or circular (announcement), be it verbal, written or howsoever broadcast on any platform to include (without limitation) social media, on or concerning the existence, subject matter, results or terms of the Competition, the wider transactions contemplated by it, or the relationship between the parties, without the prior written consent of the Charity save where such information is already in the public domain or the express written consent of the Charity is provided. Breach of this section shall be treated as a breach of confidentiality and shall be considered a material breach of these terms and conditions.
22. Any Competition monies awarded to winning Entrants is at the sole discretion of the Charity.
23. Entrants are responsible for paying all travel costs and expenses incurred if they wish to attend the Exhibition or the awards ceremony or any element thereof.
24. Whilst the Charity shall use reasonable skill in all circumstances in handling Entrants' works, occasional damage to works may occur. The Charity shall have no liability whatsoever for any loss, damage or destruction (including loss of profits or any other consequential loss, indirect or incidental losses) to, or relating to, a Work submitted for Exhibition unless such loss arises as a direct result of negligence by the Charity.
25. The Charity reserves the right to deny admission to the Competition, or withdraw a Work from the Competition or Exhibition if for any reason the Work, or any circumstances surrounding the display of the Work, appears to the Charity to expose it to risk of legal proceedings, reputational damage or other potential loss or if the Work acts in any way detrimental to the brand of the Charity.
26. Each Entrant, by entering the Imagine MK Competition confirms that they hold all intellectual property rights in the Work and that they have obtained prior written approval for the use of any third party copyrighted material contained in the submitted Work.
27. Without prejudice to the terms, the Charity recognises that the copyright in all Works created by the Entrant remains with the Entrant, however it is a necessary condition of entry, and by so entering, the Entrant hereby agrees to grant all necessary rights licences, approvals and authorisations to the Charity to include, inter alia, the Entrant's work in any footage recorded or

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captured during the Competition / Exhibition, including the right to use such images for the promotion of the Competition, exhibiting the work publicly, referring to the work on digital platforms in the control of the Charity, and for the avoidance of doubt, the Entrant hereby grants the Charity with a non-exclusive, worldwide, royalty free licence to use and publish such footage or materials obtained or other materials in electronic format for purposes connected solely with the Competition. Where further consent is necessary from the Entrant, it shall not be unreasonably withheld.

28. The Charity shall be at liberty to assign or licence their rights in such footage or other materials without the prior consent of the Entrant and the Entrant hereby agrees to forego all injunctive or other legal remedies with the intent of restraining the use by the Charity of all footage or material obtained, in any jurisdiction. The Entrant is hereby notified of its entitlement to obtain independent legal advice prior to the entry of this competition, whether the Entrant chooses to avail of such advice or not.
29. The Entrant hereby waives (i) all moral rights as may exist in any footage or imagery or other materials obtained that contain the Entrant's Work under the Copyright, Designs and Patents Act of 1988 (as amended) and (ii) all such equivalent or commensurate rights as may exist in any other jurisdiction worldwide. The Entrant furthermore agrees to not permit, or cause to be instituted, legal proceedings in any jurisdiction any claim regarding any infringement of moral (or commensurate rights), or claim regarding any alleged derogatory treatment of the Entrant's Work.
30. Entrants will allow the Work to be photographed and reproduced by Transition Town Milton Keynes for the purposes of promoting the Exhibition including; press and publicity and websites in all territories. Copyright of all Works remains the property of the Entrant. Any enquiries for copyright will be referred to the Entrant.
31. For the avoidance of doubt, the Entrant hereby warrants that they own the copyright to the Competition entry and further warrant that the Work contains no feature or aspect or material that constitutes a breach (or potential/anticipatory breach) of a third party's intellectual property.
32. In accordance with the Data Protection Act 1998 (and all other relevant Data Protection legislation as may be enacted from time to time), the Charity will hold the personal data of Entrants supplied on the Entry Form securely. The data will only be used in the process of administering the Imagine MK Competition and will not be transferred to any third party not directly involved in the Competition and Exhibition.

33. By entering the Competition Entrants are agreeing to all of the terms within these Terms and Conditions of Entry. The Charity's decision on all matters pertaining to the above is final. The Charity reserves the right, at any time, and from time to time to amend, modify, vary, or discontinue the terms of this Competition.
34. Nothing in these terms shall exclude the Charity's liability for death or personal injury, fraud, or fraudulent misrepresentation however arising from the Charity's negligence.
35. The Entrant acknowledges that in entering into these terms and conditions, it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.
36. These terms and conditions (as may be amended from time to time) constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
37. The Entrant shall indemnify the Charity against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Charity arising out of or in connection with any breach of these terms by the Entrant.
38. This competition and the within terms and conditions, and all questions relating thereto shall be governed by English law and shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.
39. Transition Town Milton Keynes is an unincorporated community group whose details, including contact details, can be found at [www.transitiontownmk.org](http://www.transitiontownmk.org)