Competition Terms & Conditions

Child Friendly Warwickshire Competition

1. About the Competition

- 1.1. The Child Friendly Warwickshire Competition (the "**Competition**") is owned and run by Warwickshire County Council ("**WCC**").
- 1.2. The Competition is free to enter and is aimed at children and young people living in Warwickshire.
- 1.3. Child Friendly Warwickshire is a WCC programme with the aim of bringing Warwickshire together in a collective mission to create opportunities and lasting and positive change for children and young people ("Child Friendly Warwickshire").
- 1.4. The aim of the Competition is to encourage reflection and discussion of the five outcomes of Child Friendly Warwickshire, that all children and young people should be:
 - 1.4.1. happy;
 - 1.4.2. healthy;
 - 1.4.3. heard;
 - 1.4.4. safe; and
 - 1.4.5. skilled,

and a visual/written representation of how we can help to achieve this.

1.5. To enter the Competition, simply answer the following question:

What does being Child Friendly mean to you?

1.6. You recently told us that more climate change awareness, mental health support, open green spaces, opportunities/careers, clubs/activities, cost of living support and safer streets are important to you and would help to create a Child Friendly Warwickshire. WCC needs your help to bring these ideas to life by creating a piece of artwork that reflects these themes.

2. Eligibility

- 2.1. The Competition is open to all children and young people in full-time education that go to school in Warwickshire that fall within the following four Age Categories:
 - 2.1.1. Ages 4-7

- 2.1.2. Ages 8-11
- 2.1.3. Ages 12-15
- 2.1.4. Ages 16-21 (up to 25 for SEND Young People)

(together the "Age Category" or "Age Categories").

- 2.2. For clause 2.1.1 above, to be eligible to enter the Competition, you must be between the ages of 4 and 7 (inclusive) on the day the Competition closes (as set out in clause 3.2 below).
- 2.3. For clause 2.1.2 above, to be eligible to enter the Competition, you must be between the ages of 8 and 11 (inclusive) on the day the Competition closes (as set out in clause 3.2 below)
- 2.4. For clause 2.1.3 above, to be eligible to enter the Competition, you must be between the ages of 12 and 15 (inclusive) on the day the Competition closes (as set out in clause 3.2 below)
- 2.5. For clause 2.1.4 above, to be eligible to enter the Competition, you must be between the ages of 16 and 21 (inclusive), or between the ages of 16 and 25 (inclusive) for SEND Young People on the day the Competition closes (as set out in clause 3.2 below).
- 2.6. If you are under 18 years of age, then by submitting an Entry for the Competition, your parent and/or carer and/or guardian is deemed to have given such consent and to agree to the use of the Entry as described in these Terms and Conditions.

3. Dates

- 3.1. The Competition is open for entries from 23 January 2023.
- 3.2. The deadline for entries is 11.59pm on 27 February 2023.
- 3.3. Winners, and their schools, will be notified on or after 10 March 2023 by email.
- 3.4. The first, second and third place entries in each Age Category will be shown at the Warwickshire Youth Conference which is being held in November 2023, unless you ask WCC not to do so.

4. How to enter

4.1. To enter the Competition, you must submit a response to the following question:

What does being Child Friendly mean to you?

- 4.2. Entries must be submitted digitally via email to <u>childfriendly@warwickshire.gov.uk</u> with your entry, name, age, school's name and the school's address.
- 4.3. Entries can be in one of the following forms:
 - 4.3.1. any form of artwork;
 - 4.3.2. a video;
 - 4.3.3. an animation;
 - 4.3.4. a written response of up to 300 words;
 - 4.3.5. a song;
 - 4.3.6. a rap;
 - 4.3.7. a sculpture; or
 - 4.3.8. a photograph.

(an "**Entry**").

- 4.4. Image files must not exceed 100 MB.
- 4.5. The Entry must not contain identifiable people unless consent is agreed and submitted with the application. Where the Entry shows any person under 18 years of age, the consent of their parent and/or carer and/or guardian is required.
- 4.6. As described in clause 4.5 above, where consent is necessary, you must use the Council's consent form template, as found in Schedule 1 of these Terms and Conditions. You will indemnify the Council against such claims made by any third party in respect of such infringement.
- 4.7. There is a limit of one Entry per entrant. Only the first Entry from you will be judged. Any subsequent Entry will be disqualified.
- 4.8. By submitting an Entry to the Competition, you confirm and warrant that:
 - 4.8.1. you are the original creator of the Entry and solely hold all intellectual property rights of the Entry. This means that the Entry must be original and must not be copied from someone else;
 - 4.8.2. you have not licenced or disposed of any rights in the Entry that would conflict with uses to be made by WCC; and

- 4.8.3. you have received any necessary consents from the owner(s) of objects including buildings included in the Entry for the usage rights acquired by WCC. You will indemnify WCC against any claims made by any third party in respect of such infringement.
- 4.9. Shortlisted entrants will be asked to submit their original work to WCC (where applicable). Failure to do so may result in removal from the shortlist.
- 4.10. Where relevant, the Entry must be submitted without a watermark.
- 4.11. The Entry will be rejected if it appears (at the sole discretion of WCC) to have been created in such a way that any law may have been broken or that the Entry has otherwise been created in an irresponsible way.
- 4.12. WCC reserves the right to remove or refuse any Entry from the Competition for any reason.

5. Judging

- 5.1. A panel of WCC officers will be appointed by WCC to select a shortlist of entries from each age category. Entries will be shortlisted based on the following criteria:
 - 5.1.1. Relevance to Child Friendly Warwickshire and the themes of the recent Child Friendly Warwickshire consultation which include:
 - 5.1.1.1. clubs/activities;
 - 5.1.1.2. climate change awareness;
 - 5.1.1.3. mental health;
 - 5.1.1.4. open green spaces;
 - 5.1.1.5. opportunities/careers;
 - 5.1.1.6. cost of living; and
 - 5.1.1.7. safer streets;
 - 5.1.2. Empower the voices of young people; and
 - 5.1.3. Creativity and innovation.
- 5.2. From the selected shortlisted entries, the panel of judges will then select a winner from each Age Category. Winners will be chosen based on the following criteria:
 - 5.2.1. Empower the voice of young people;

- 5.2.2. Relevance to Child Friendly Warwickshire and the themes of the recent Child Friendly Warwickshire consultation (as set out in clause 5.1.1 above); and
- 5.2.3. Creativity and innovation.
- 5.3. In addition, second and third places will be awarded in each Age Category by the judges.
- 5.4. The decision of the judges is final, and no correspondence or discussion will be entered into.
- 5.5. The identity of the judges is available upon request.

6. Prizes

- 6.1. A grant of two thousand five hundred pounds sterling (£2,500.00) will be offered to the school or college of each of the first placed entrants in each of the Age Categories. Subject to the school or college agreeing to the terms of a grant funding agreement, the money will be paid directly to the school or college by WCC by 31 March 2023.
- 6.2. The first, second and third placed Entry in each age category will also be showcased at the Warwickshire Youth Conference, in November 2023. The name, age and school of the winning entrants will be displayed at the event, unless the entrant, their parent/guardian, or the entrant's school asks WCC not to do so.

7. Copyright and Usage

- 7.1. You will remain the copyright owner of any Entry submitted.
- 7.2. By entering this Competition, you agree to grant WCC a nonexclusive, worldwide, irrevocable, royalty-free licence to use, display, reproduce, enlarge, publish and exhibit your Entry for any purpose related to the Competition in any medium, including print and digital, and on any media. The license permits WCC to use and display the Entry.
- 7.3. You agree to WCC having free use of the Entry for press articles or any other external communications related to the Competition.
- 7.4. By submitting an Entry, you agree to waive any moral rights contained in your Entry.

8. Disclaimer

8.1. WCC reserves the right to change these Terms & Conditions at any time.

- 8.2. By entering the Competition, you will be deemed to have agreed to be bound by these Terms & Conditions.
- 8.3. Any breach of these Terms & Conditions by you will void your Entry.
- 8.4. If a breach of these Terms and Conditions has occurred, but is discovered after the award of a prize, then WCC may require the return of that prize.
- 8.5. WCC reserves the right to cancel or suspend the Competition if it becomes necessary to do so for any reason.

9. Data protection

- 9.1. When entering the Competition, you will need to provide your name, age, email address and school.
- 9.2. WCC is committed to protecting and respecting your privacy and will only process your personal information in accordance with the Terms and Conditions and WCC's Privacy Notice for the Competition which is available at childfriendlywarwickshire.co.uk/childfriendlycompetition.

10. Law and Jurisdiction

- 10.1. The Competition and these Terms and Conditions shall be governed by and construed in accordance with English law.
- 10.2. You and WCC irrevocably agree that the courts of England shall have exclusive jurisdiction over any claim or matter or to settle any dispute which may arise out of or in connection with these Terms and Conditions and/or the Competition, and that accordingly proceedings may be brought in such courts.

11. Indemnity and Limitation of Liability

- 11.1. To the maximum extent permitted by law, WCC excludes its liability for any loss, damage, injury, cost or expense, suffered by you, whether directly or indirectly and howsoever caused, in connection with the Competition. Nothing in these Terms and Conditions shall exclude WCC's liability for death or personal injury arising from WCC's own negligence or any other liability that cannot, as a matter of law, be excluded.
- 11.2. You agree to indemnify WCC and keep WCC indemnified against any loss, damage, injury, cost or expense suffered by WCC as a result of your Entry in the Competition, including (but not limited to) any claim of infringement of intellectual property rights made by any third party.