

# Terms and Conditions – Get Even Competition

Please read these terms and conditions carefully. These terms and conditions govern all entries from schools and/or youth groups when entering the Get Even Competition (the “**Get Even Competition**”). This competition, as part of the “Bring The Power” youth programme, aims to help break down barriers by challenging stereotypes, showcasing under-represented minorities, educating the public about diversity in sport, and highlighting athletes and Para athletes.

The promoter of the Competition is United By Birmingham 2022 Legacy Charity (“United By 2022 Legacy Charity”). If you have any queries about the Competition or these terms and conditions, then please contact us at [youth@unitedby2022.com](mailto:youth@unitedby2022.com).

## Applications

1. The Competition will close at 10:00 GMT on Friday 29<sup>th</sup> March 2024 (the “**Closing Date**”).
2. A teacher or youth group leader shall be responsible for submitting the entries for the Competition for their school/youth group (the “**Entrant**”).
3. All Competition entries must have been created by children between the ages of 7 and 14 years (to include Key Stages 2 and 3).
4. United By 2022 Legacy Charity reserves the right to verify the eligibility of anyone submitting an entry. United By 2022 Legacy Charity may require such information (including requesting proof of age for entrants) as it considers reasonably necessary for this purpose and may withhold any prize until United By 2022 Legacy Charity is satisfied with the verification.
5. There is no limit to the amount of artwork that the Entrant may submit as part of their submission, however, each child may only submit one entry for the Competition as part of the Entrant’s submission.
6. Eligibility requirements set out in paragraphs 2 to 4 must be met on the Closing Date.
7. All entries must be submitted using, or be accompanied by, the applicable entry form for online or postal submissions (the “**Entry Form**”) and must include all the requested information in the space provided.
8. Applicants shall be deemed to have accepted and be bound by these terms and conditions upon submission of their Entry Form.

## ***Specific terms for the Get Even Competition***

9. The Get Even Competition is open to all schools and youth groups in the 7 local Authorities in the West Midlands (Birmingham, Coventry, Dudley, Sandwell, Solihull, Walsall, Wolverhampton).

10. To submit online entries for the Competition, the Entrant must upload their school or youth group entries using the online entry form before the Closing Date. The online form can be accessed via <https://www.unitedby2022.com/bringthepower/bringthepower-getevencompetition/>. The artwork can be submitted in a number of formats including PDF, video, audio, or image file up to a maximum file size of 1GB.

11. To submit entries by email for the Competition, the Entrant must attach the Teacher entry form, the young person's entry form, a photo or scan of each entry, and any audio descriptions and email to [youth@unitedby2022.com](mailto:youth@unitedby2022.com).

12. To submit a postal application for the Competition, teachers or youth group leaders can send the completed postal entry form (including all required information) along with their school or youth group's entries to the address below, if possible in a boxed parcel, to arrive no later than the Closing Date:

C/O Get Even competition

EVERFI Limited, Studio 1.19, Canterbury Court,

1-3 Brixton Road,

London SW9 6DE

United Kingdom

## **Entry**

13. Please make sure the entries submitted are:

- a piece of artwork that celebrates diversity in sport and encourages young people to participate in sport;
- an original work;
- the work of a child or children in Key Stage 2 or Key Stage 3.

14. Please ensure, as far as possible, that your entry submissions do not breach these terms and conditions and do not include:

- a copy of, or contain/resemble, any original works;
- any special category data (which shall have the meaning given to it under Article 9(1) of the General Data Protection Regulation ((EU) 2016/679) and Data Protection Act 2018);
- entries which include inappropriate, discriminatory, illegal or offensive content;
- applications that seem to be duplicates or not legitimate;
- dishonest applications;
- applications where the entrant is ineligible under these terms and conditions; and
- entries where the parents' or guardians' consent required under these terms and conditions have not been obtained.

15. United By 2022 Legacy Charity reserves the right to disqualify any applications if they are contrary to the Section 10-12.

16. It is a condition of entry that all entrants keep a copy of their artwork and any correspondence entered into with United By 2022 Legacy Charity is kept confidential at all times. You therefore agree not to disclose to any third party without the prior written consent of United By 2022 Legacy Charity. Failure to comply with this important obligation will result in immediate withdrawal from the competition.

17. Entries will not be returned.

18. By submitting an entry for the Competition, you are deemed to have given consent for the artwork to be used free of charge by United By 2022 Legacy Charity or its designated agents for any purpose in connection with the United By 2022 Legacy including, but not limited to, the production and sale of merchandise, marketing and advertising purposes in connection with the United By 2022 Legacy Charity. They also consent for the artwork to be used free of charge by United By 2022 Legacy Charity or its designated agents in all media and merchandise worldwide for all purposes in perpetuity, including, but not limited to, television platforms and newspaper.

19. By submitting an entry for the Competition, you as the Entrant shall obtain all necessary consents or signed documents provided by United By 2022 Legacy Charity from the parents or legal guardians of the children whose artwork were included in your submission to:

- assign to United By 2022 Legacy Charity all intellectual property rights (including copyright) in the submitted artwork and/or letter;
- waive absolutely all moral rights, including any future moral rights, arising in relation to the artwork or letter by virtue of the Copyright, Designs and Patents Act 1988 and, so far as legally possible, any broadly equivalent rights in any territory of the world. To the extent the waiver referred to is not effective, the child and the child's parent or legal guardian agree to not assert any such moral rights; and
- sign any relevant forms or agreements provided by United By 2022 Legacy Charity to reflect such assignment to reflect such assignment (without amendment). Failure (or delay) to sign the relevant document will result in the entry being disqualified.

20. By submitting an entry for the Competition, you as the Entrant accepts and undertakes to comply with these terms and conditions and shall be responsible for ensuring the parents and legal guardians of the participating children are aware of and shall comply with these terms and conditions.

## Selection of winners

21. Winners will be shortlisted and selected by the Bring The Power Youth panel.

22. The winning Entrant will be notified by email by the end of May 2024 using the contact details provided in the Competition entry form. United By 2022 Legacy Charity may require the Entrant to provide written confirmation of the parent or legal guardian of the child whose artwork was included in your submission's agreement to these terms and conditions or to provide written agreement to confirm their compliance with these terms and conditions.

23. Winners must not share their artwork with any third parties once they receive Notification that they are winners.

24. United By 2022 Legacy Charity is not responsible for any delay or failure to receive the Notification for any reason. It is the entrant's responsibility to provide accurate contact details and check messages.

25. All winners may be required to sign a non-disclosure agreement which prohibits the disclosure of any information in relation to the Competition. Failure to comply with this important obligation will result in immediate withdrawal from the competition.

26. Entrants who have not been successful will not be contacted.

27. United By 2022 Legacy Charity may require each winning school and/or youth group to be available for and participate in publicity activities with United By 2022 Legacy Charity from 1 May 2024 until 30 December 2024.

## Prizes

28. Prizes for the Competition are as follows:

1<sup>st</sup> Place for Key Stage 2:

- One school or youth group from Key Stage 2 selected as the overall winner will receive a visit from an athlete; where an in-person visit is not possible, the athlete appearance may take place online.
- The overall winner from Key Stage 2 will receive tickets to a cultural or sport event taking place in the West Midlands.

Runner up prizes for Key Stage 2:

- Two schools or youth groups from Key Stage 2 selected will receive a visit from an athlete; where an in-person visit is not possible, the athlete appearance may take place online.

1<sup>st</sup> Place for Key Stage 3:

- One school or youth group from Key Stage 3 selected as the overall winner will receive a visit from an athlete; where an in-person visit is not possible, the athlete appearance may take place online.

- The overall winner from Key Stage 3 will receive tickets to a cultural or sport event taking place in the West Midlands.

Runner up prizes for Key Stage 3:

- Two school or youth groups from Key Stage 2 selected will receive a visit from an athlete; where an in-person visit is not possible, the athlete appearance may take place online.

29. The athlete visits will take place on dates between 1 June 2024 and 31 December 2024, to be agreed with the winning school or youth groups in advance.

30. The tickets to a cultural or sport event will take place on dates between 1 June 2024 and 31 December 2024, to be agreed with the winning school or youth groups in advance.

32. Prizes are not transferrable and there is no alternative to the prizes.

33. United By 2022 Legacy Charity shall not be responsible for reimbursing any costs incurred by the winning school or youth group (including, without limitation travel, accommodation and/or subsistence costs) in connection with travel to the location where the artwork is displayed.

34. In the event the ticketed event is cancelled, United By 2022 Legacy Charity will be under no obligation to provide an alternative prize.

## General

35. Contact details provided or submitted as part of your entry and any other personal information you submit, or we review in connection with your entry submission, will be used in accordance with our main United By 2022 Legacy Charity Privacy Notice which can be found at: <https://www.unitedby2022.com/wp-content/uploads/2023/06/UB2022-Privacy-Notice-May-2023.pdf>

36. Incomplete, late or illegible entries will be disqualified. United By 2022 Legacy Charity cannot take any responsibility for any technical failure or malfunction which may result in any entry being lost or not properly registered or recorded.

37. All dates stated in these terms and conditions are subject to change.

38. By taking part in the Competition, you agree to, and agree that you shall obtain all necessary consents from the parents or legal guardians of the children whose artwork were included in your submission to:

- being filmed by United By 2022 Legacy Charity in order to create content for the purpose of publicising the Competition including any associated Games output; and
- signing any additional documentation that may be required in connection with this Competition, such as, but not limited to, declarations for security, health and safety,

confidentiality or assignments in order to assign all intellectual property in submitted entries to United By 2022 Legacy Charity.

39. If an Entrant is unable to be contacted after two attempts have been made to do so, and/or is unable to attend the filming and/or is found to be in breach of the rules and/or does not provide the required documentation in accordance with these terms and conditions, United By 2022 Legacy Charity reserves the right to offer their place to another entrant.

40. Any decision of United By 2022 Legacy Charity as to eligibility to submit an entry or to take part in the Competition, or as to the winners of the Competition, will be final and no correspondence will be entered into. United By 2022 Legacy Charity accepts no responsibility for entries that are incomplete, delayed, lost, damaged or unreadable/unviewable whether due to failure or non-availability of the website, the submission of incomplete information or any other reason.

41. United By 2022 Legacy Charity reserves the right to cancel the Competition or any of these terms and conditions at any stage, if deemed necessary in its opinion, or if circumstances arise outside of its control, including, but not limited to using the winning entries, should the Games be cancelled.

42. United By 2022 Legacy Charity (or its suppliers) reserves the right to make modifications to the winning artwork or letters for a variety of purposes.

43. The names of the winning schools or youth groups shall be available on request by contacting [youth@unitedby2022.com](mailto:youth@unitedby2022.com).

44. The Competition and these terms and conditions are governed by the laws of England.

45. Promoter's details: United By 2022 Legacy Charity, Two Snow Hill, Snow Hill Queensway, Birmingham, B4 6WR.