

Coastwise Creative Competition Terms and Conditions

1. The Promoter

The promoter is: North Norfolk District Council of Council Officers, Holt Road, Cromer, Norfolk NR27 9EN ('NNDC')

2. The competition

- 2.1 The title of the competition is Coastwise Creative Competition.
- 2.2 There are two categories for entry into the main competition in relation to the question of "how can we communicate the impacts of coastal erosion on coastal communities and highlight the need to prepare and adapt?" (the "Coastal Erosion and Adaptation Entry"): (i) submissions from education groups, for example schools, colleges and universities ("Education Groups"); and (ii) individual entrants.
- 2.3 There are three (3) cash prizes on offer for each of the two categories of the Coastal Erosion and Adaptation Entry, which will be allocated as per condition 6.
- 2.4 There is a separate prize which will be awarded to the entry that best shows actions that can be taken to reduce the impact of climate change on our coastline by reducing carbon emissions/carbon footprints (the "Climate Change Mitigation Entry"). Only submissions from individual entrants will be accepted for this prize.
- 2.5 Individual entrants can make a submission for either or both the Coastal Erosion and Adaptation Entry and/or the Climate Change Mitigation Entry.
- 2.6 The competition will be running via email.
- 2.7 The entries will be judged according to the criteria set out in the promotional material published by Coastwise for the Coastwise Creative Competition.

3. How to enter

- 3.1 The competition will run from 10am 28th October 2024 (the "**Opening Date**") to 3pm on 17th January 2025 (the "**Closing Date**") inclusive.
- 3.2 All competition entries must be received by NNDC by no later than the Closing Date. All competition entries received after the Closing Date are automatically disqualified.
- 3.3 Submissions should be sent by email to <u>coastwise@north-norfolk.gov.uk</u>. Larger video or audio file types can be sent via Filedrop, the link to which can be requested by emailing coastwise@north-norfolk.gov.uk.
- 3.4 No purchase necessary and there is no entry fee to enter this competition.
- 3.5 NNDC will **not** accept (a) responsibility for competition entries that are lost, mislaid, damaged or delayed, regardless of cause, including, for example, as a result of any equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind; or (b) proof of transmission as proof of receipt of entry to the competition.
- 3.6 By submitting a competition entry, you are agreeing to be bound by these terms and conditions.
- 3.7 The winner will be chosen by the judges.

4. Eligibility

- 4.1 The competition is only open to all residents in the UK, **except** employees and Members of NNDC, the Environment Agency and DEFRA and their immediate families or anyone who is directly professionally connected with the competition.
- 4.2 The entrant must be the original artwork creator and solely hold the copyright.
- 4.3 Imagery must not be licenced or disseminated or subject to any rights that will conflict with the competition. Images that have been made available on stock libraries and that may have gained publicity from this may be disqualified at the judges' discretion.
- 4.4 In entering the competition, you confirm that you are eligible to do so and eligible to claim the prize. NNDC may require you to provide proof that you are eligible to enter the competition.
- 4.5 NNDC will not accept competition entries that are automatically generated by computer or created by artificial intelligence.
- 4.6 There is a limit of one entry per person. Entries on behalf of another person will not be accepted and joint submissions are not allowed, but Education Groups can submit multiple entries from individual students, each student being eligible to submit one entry.
- 4.7 NNDC reserves all rights to disqualify you if your conduct is contrary to the spirit or intention of the prize competition.

5. Conditions of Entry

- 5.1 Entries must be submitted digitally as per the specifications set out in the promotional material published by Coastwise for the Coastwise Creative Competition.

 Digital adjustments to submitted photographs that maintain the integrity of the image are allowed.
- 5.2 Images submitted must not have been submitted for any other competition or have been used for any other campaign or as part of a professional commission or be submitted for any other competition after entry into this one before the results have been announced.
- 5.3 Images that have won or been commended or received notable publicity in any competition before the submission deadline or judging will be disqualified at the judges' discretion.
- 5.4 NNDC requires that before submitting photographs or film, the entrant has sought prior permission from persons in the image and owners of any private property or gardens. Photographs featuring children under 18 can only be accepted if consented to by the parent or guardian. By submitting the entry the entrant warrants that it has obtained the relevant consents granting permission for the image to be used according to these terms.
- 5.5 Entrants under the age of 18 must have obtained consent from their parent or guardian to enter into this competition. Education Groups must procure this consent from the parents or guardians on behalf of the students.
- 5.6 Entries must not infringe the rights of third parties including copyright, trademark, trade secrets, privacy, publicity, personal or proprietary rights.
- 5.7 Images and films should not contain anything that is defamatory, obscene, unlawful, offensive or otherwise unsuitable, in particular the following will not be accepted:
 - (i) pornographic, adult-oriented content or any other sexually explicit material;
 - (ii) explicit language or content, images of violence, or promotion of illegal activities;
 - (iii) material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation, age or any other basis; or
 - (iv) material that is unlawful, or which may constitute a criminal offence.

6. The prize

- 6.1 For submissions received from Education Groups in relation to the Coastal Erosion and Adaptation Entry the prize is: £500 to the establishment and £100 voucher to the winning student for First Place; £200 to the establishment and £50 voucher to the winning student for Second Place; and £100 to the establishment and £20 to the winning student for Third Place.
- 6.2 For individual entries in relation to the Coastal Erosion and Adaptation Entry the prize is: £500 for First Place; £200 for Second Place; and £100 for Third Place.
- 6.3 In relation to the Climate Change Mitigation Entry, the prize is £250.
- 6.4 The prize does not include any other costs incurred in relation to the competition.
- 6.5 The prize is not negotiable or transferable.

7. Winners

- 7.1 The entries will be judged by a panel of judges that includes one independent panel member. The judges' full names will be published or made available on request.
- 7.2 The judging will take place between 20th January 2025 to 14th February 2025.
- 7.1 Each shortlisted or winning individual entrant and Education Group will be contacted on 17th February 2025 using the email address provided with the competition entry, with a request for payment details to claim the prize. A request will also be made for the physical artwork, where applicable.
- 7.2 Winning entrants must acknowledge and accept the prize by noon on 21st February 2025 (the "Claim Date"). If the winning entrant cannot be contacted or does not claim the prize by the Claim Date, NNDC reserves the right to withdraw the prize from the winner and pick a replacement winner.
- 7.3 NNDC will announce the winners on its website on 28th February 2025 ("Announcement Date").
- 7.4 NNDC must either publish or make available information that indicates that a valid award took place. To comply with this obligation NNDC will send the surname and county of the prize winner to anyone who writes to the address set out in clause 1 (enclosing a self-addressed envelope) within one month after the Announcement Date.







- 7.5 If you object to any or all of your surname, county and winning entry being published or made available, please inform NNDC when submitting your entry. In such circumstances, NNDC must still provide the information and winning entry to the Advertising Standards Authority on request.
- 7.6 NNDC does not accept any responsibility if you are not able to take up the prize.

8. Limitation of liability

Insofar as is permitted by law, NNDC, its agents or distributors will not in any circumstances be responsible or liable to compensate the winner or accept any liability for any loss, damage, personal injury or death occurring as a result of taking up the prize except where it is caused by the negligence of NNDC, its agents or distributors or that of their employees. Your statutory rights are not affected.

9. Data protection and publicity

NNDC will only process your personal information as set out in the <u>Home | Privacy Notice (northnorfolk.gov.uk)</u>. See also 7.3, 7.4 and 7.5, with regard to the announcement of winners.

10. Copyright and Usage

- 10.1 Entrants remain the copyright holder to any images submitted by themselves.
- Winning, commended and shortlisted entrants agree to grant NNDC and its partners and sponsors, which includes the Environment Agency, a non-exclusive irrevocable licence to reproduce, enlarge, publish and exhibit their submitted entry for any purpose related to the competition in any medium, including print and digital.
- 10.3 This includes but is not restricted to exhibiting, promotional materials, calendars or other printed good and for use in press and on website and social media channels.
- 10.4 The entrants agree to NNDC and Environment Agency free usage sublicensing the winning, commended and shortlisted images for press articles or any other external communications in relation to the theme of the competition.
- 10.5 After the winners have been announced the entries will be deleted, apart from those that have won, been commended or shortlisted.
- 10.6 NNDC will try to ensure the artists will be credited on all mediums (unless the entrant has informed NNDC that they would prefer their name not to appear), but in the event of an inadvertent omission of the credit, the artist agrees that NNDC shall not be liable.
- 10.7 The entrant is responsible for any claim made by a third party against the submission.

11. General

- 11.1 NNDC's decision in respect of all matters to do with the competition is final and no correspondence will be entered into.
- 11.2 NNDC reserves the right to cancel or amend the competition and these terms and conditions without notice in the event of a catastrophe, war, civil or military disturbance, act of God or any actual or anticipated breach of any applicable law or regulation or any other event outside of NNDC's control. Any change to the competition will be notified to the entrants/winners as soon as possible by NNDC.
- 11.3 If there is any reason to believe that there has been a breach of these terms and conditions, NNDC reserves the right to hold void, suspend, cancel, or amend the prize competition where it becomes necessary to do so. If a breach has occurred, but it is discovered after the award of a prize, then the organisers may require the return of that prize.
- 11.4 This competition is in no way sponsored, endorsed or administered by, or associated with Facebook or X or any other social media platforms the competition is promoted on. You are providing your information to NNDC and not to any other party.
- 11.5 These terms and conditions shall be governed by English law, and the parties submit to the exclusive jurisdiction of the courts of England and Wales.





Coastal transition accelerator programme

Part of the £200m

Flood and coastal innovation programmes