

## The Marine Biological Association YMB Competition:

### Christmas e-Card Designs 2016 - Terms and Conditions



#### 1. The promoter

1.1 The promoter is: The Marine Biological Association of the UK, The Laboratory, Citadel Hill, Plymouth, PL1 2PB, UK ("MBA")

#### 2. The competition

2.1 The title of the competition is MBA Christmas 2016 e-Card Design.

2.2 Entrants must use their artistic skills and knowledge of the marine environment to design marine themed Christmas cards. The size of the card should be A6 (105x148 mm), one sided.

2.3 The competition will run until 30<sup>th</sup> November 2016. Entries past this date will not be considered.

2.4 To enter the competition:

(a) Design your card to encompass the marine and Christmas themes. Designs including hand drawings/paintings, paper collages, or illustrated graphic designs will be accepted;

(b) take a photo (or scan) of your design and send file to [ymb@mba.ac.uk](mailto:ymb@mba.ac.uk) via Wetransfer (<https://www.wetransfer.com/>). Alternatively, send via postal address to YMB Project Officer, The Marine Biological Association of the UK, The Laboratory, Citadel Hill, Plymouth, PL1 2PB, UK

2.5 There is not entry fee and no purchase is necessary.

2.6 The MBA will not accept:

(a) responsibility for competition entries that are lost, mislaid, damaged or delayed in transit, regardless of cause; or

(b) proof of posting or transmission as proof of receipt of entry to the competition.

2.8 By submitting a competition entry, you are agreeing to be bound by these terms and conditions.

2.9 The competition entries will be judged by a panel, including local artists and MBA staff, based on the subjective interpretation of the creativity and originality of the design. The decision about the winner will be final. The MBA reserves the right to amend the criteria used to judge entries.

2.10 Entrants shall not submit any drawing that uses any political slogans or homophobic language, images of a lewd or explicitly sexual nature, images containing overt brand sponsorship, content which is defamatory, obscene, illegal, vulgar, offensive or otherwise unsuitable or infringes others' rights (including intellectual property rights).

2.11 The MBA reserves the right in its absolute discretion to disqualify any entrant if it has reasonable grounds to believe that an entrant has breached any of these terms and conditions, any applicable law (including copyright law) or has otherwise infringed the intellectual property of any other person.

2.13 In the event that a prize-winner is disqualified from the competition, the MBA will select an alternative prize-winner in the same manner as the original prize-winner and such selection will be subject to these terms and conditions.

### 3. Eligibility

3.1 The competition is only open to Young Marine Biologist Members. It is deemed that the parent(s) or guardian(s) of the entrant have consented to that person's entry into the competition and these terms and conditions.

3.2 In entering the competition, you confirm that you are eligible to do so and eligible to claim the prize. The MBA will take necessary measure to confirm the entrant's eligibility to enter the competition. The MBA reserves the right to verify your eligibility to enter the competition.

3.3 There is a limit of two entries per person.

### 4. The prize

4.1 The prize is the following:

(a) The winner will receive a copy of the *Great British Marine Animals* signed by the author Paul Naylor;

(b) The top three designs may be eligible to be used as the MBA's 2016 Christmas e-cards for members and staff. These designs may also be selected to be used as printed MBA Christmas Cards.

4.2 There is no cash alternative for the prize. The prize is not negotiable or transferable.

### 5. Winner announcement

5.1 The winner(s) of the competition will be announced on the 9<sup>th</sup> December 2016 and will be contacted personally by email and/or telephone.

5.2 The winner(s) will be also announced through the MBA's social media, including website, Facebook and Twitter. The MBA will not include any personal details other than name and age of the winner(s) in any public announcement, according to current UK Data Protection legislation.

### 6. Claiming the prize

6.1 The MBA will make all reasonable efforts to contact the winner. If the winner cannot be contacted or is not available, within 21 days of the Announcement Date, the MBA reserves the right to offer the prize to the next eligible entrant selected from the correct entries that were received.

6.2 The MBA does not accept any responsibility if you are not able to take up the prize.

### 7. Limitation of liability

Insofar as is permitted by law, the MBA will not in any circumstances be responsible or liable to compensate the winner or accept any liability for any loss, damage, disappointment, personal injury or death occurring as a result of any entrant entering this competition, taking up the prize, or as a

result of any entrant winning or not winning any prize, except where it is caused by the negligence of the MBA or that of their employees. Your statutory rights are not affected.

#### 8. Ownership of competition entries and intellectual property rights

8.1 The MBA does not claim any rights of ownership in your competition entry.

8.2 You agree that the MBA may use your entry (whether or not it wins the competition) for any promotional purpose. You confirm that your entry is original that you own and have the right to license to the MBA the copyright and other intellectual property rights in the entry for the purposes referred to in these terms and conditions, but you give the MBA your irrevocable permission to use, reproduce, publish, display, transmit, copy, amend, store, sell and sub-licence your entry worldwide for such promotional purposes and for the purposes of the competition.

#### 10. General

10.1 If there is any reason to believe that there has been a breach of these terms and conditions, the MBA may, at its sole discretion, reserve the right to exclude you from participating in the competition.

10.2 In the event of any dispute regarding these terms and conditions, the conduct or results of the competition, or any other matter relating to a competition, the decision of the MBA shall be final and unchallengeable and no correspondence or discussion shall be entered into, comment issued, or reason given in respect of any decision made by the MBA.