

# **D&AD Start With a Mark Terms & Conditions**

Terms and conditions of personal data, content submission and usage rules relating to the D&AD Start With a Mark campaign. D&AD Start With a Mark is organised by D&AD whose registered office is at 64 Cheshire Street, London, E2 6EH.

By submitting your name, email address and a drawing or drawings (Submission) to D&AD Start With a Mark, each person, company or organisation making a submission (Participant) accepts these Campaign Rules.

## **1. Licence to use Submissions and to reference and contact Participants**

1.1 By making a Submission, the Participant hereby grants D&AD, its servants, agents, licensees and assigns an irrevocable, royalty free, non-exclusive licence throughout the world in perpetuity to use the Submission (including, without limitation, by reproducing, copying, altering, compiling, combining, performing, showing, playing, broadcasting, publishing, distributing or transmitting the Submission by wireless, electronic or other means, whether now or hereafter invented, or issuing copies of the Submission to the public), and to grant sub-licences of the Submission, for the purpose of D&AD's activities from time to time and as more particularly described in paragraph 1.2 below (the Licence).

1.2 D&AD's activities include but are not limited to: the promotion, running and delivery of the D&AD Awards, D&AD Festival, D&AD Awards Ceremony, D&AD New Blood Awards, D&AD New Blood Festival, D&AD New Blood Ceremony, D&AD New Blood Academy, the publication of the D&AD Annual (in hard copy and electronic or online formats); the compilation of presentations, showreels or exhibitions (any format); the presentation of design and advertising material on internet sites or in D&AD digital asset management systems; making the Submission available to the public for viewing and/or download through D&AD internet sites or digital asset management systems or other compilations of Submissions (both on a paid-for and/or free-of-charge basis); and any other activity that may enable D&AD to fulfil its charitable objective to advance the education of the community by encouraging the understanding, appreciation and commission of good design and advertising in communications media of all kinds and to raise funds to assist in achieving such objectives.

1.3 Participant acknowledges that the Licence includes the right for D&AD to use and alter Submissions for the public digital and physical identity for D&AD Awards, D&AD Awards Judging, D&AD Festival, D&AD Awards Ceremony, D&AD New Blood Awards, D&AD New Blood Judging, D&AD New Blood Festival, D&AD New Blood Awards Ceremony, D&AD New Blood Academy and any other D&AD property or collateral at D&AD's discretion.

1.4 From time to time D&AD receives requests to provide copies of Submissions for inclusion in programming and/or publications created by third parties. Participants acknowledge and agree that D&AD may lend or sell Submissions to any such third parties provided that, in D&AD's sole discretion, such programme or publication promotes D&AD's activities and goals.

1.5 Insofar as D&AD includes Submissions in a digital asset management system or other

archive or compilation which comprises a database, such database shall be solely owned by D&AD.

1.6 Each Participant agrees to assist D&AD in supporting any legal action that may be taken to prevent misuse of any D&AD publication, database, digital asset management system or other asset including Submissions compiled by D&AD or the sale or distribution of any unauthorised collection or compilation of Submissions.

1.7 D&AD shall not be obliged to publish any Submission.

1.8 D&AD shall not be obliged to credit any Submission, however it will use its reasonable endeavours to ensure that any use of Submissions pursuant to this licence is accompanied by a relevant credit. Credits may not appear directly on or next to the Submission, particularly in cases where the Submission has been reproduced, copied, altered or compiled with other Submissions. In reproducing any such credit, D&AD shall rely entirely on information submitted by the Participant.

1.9 All Participants shall have the right to reference D&AD for promotional purposes on condition that this is correctly and accurately described.

1.10 Upon providing their name and email address with their Submission, the Participant agrees that D&AD may contact them about the Start With a Mark campaign and other D&AD products and services via email.

## **2. Participant Warranties**

2.1 By making a Submission the Participant warrants and represents that:

- a. the Submission is (i) original to the Participant; (ii) does not contain anything that infringes the rights of any third party or is otherwise contrary to any law; (iii) contains nothing that is obscene, derogatory or defamatory; (iii) is not likely to bring D&AD, the Awards or the Participant into disrepute; and (iv) complies with the Submission Criteria;
- b. it is the sole owner of the entire right, title and interest in and to the Submission, or, it has obtained all necessary consents from the owner of the Submission as shall be required for Submission to D&AD and the granting of the Licence;
- c. it has obtained to the full extent permitted by law from all persons that made a contribution to the Submission, a grant of all relevant consents and rights required for the Submission to D&AD and the granting of the Licence; ;
- d. both (i) the name and email address provided with the Submission are correct; and (ii) if a Submission is successful, D&AD's publication of these credits in the form submitted will not infringe on any intellectual property right, moral right or other right of the Participant or any third party or otherwise expose D&AD to any liability or bring D&AD into disrepute.

## **3. Indemnity**

3.1 The Participant shall indemnify D&AD and keep D&AD fully indemnified on demand from and against all losses and all actions, claims, proceedings, costs and damages (including any damages or compensation paid by D&AD on legal advice to compromise or settle any

claim) and all legal costs or other expenses arising out of any breach of any of the warranties and representations contained in these Campaign Rules or out of any claim by a third party based on any facts which if substantiated would constitute such a breach.

#### **4. Withdrawing Submissions**

4.1 D&AD reserves the right, in its absolute discretion, to withdraw a Submission from the Start With a Mark Campaign, at its discretion, if the Submission:

- (a) is submitted after the deadline for submission; or
- (b) does not meet the Submission criteria; or
- (c) is otherwise liable not to qualify as an eligible Submission

4.2 Entrants may cancel or remove Submissions via written request (via 'Contact us' on the D&AD site) up until 1 March 2018 after which point no Submissions may be withdrawn from the Start With a Mark campaign.

#### **5, Property in Submissions**

5.1 D&AD reserves the right to retain all materials that accompany or form part of a Submission. All material that comprises a Submission will pass to D&AD on receipt by D&AD. Under special circumstances D&AD will withdraw Submissions, upon written request.

5.2 D&AD cannot in any circumstances accept responsibility for loss of or damage to Submission.

#### **6. Third Parties**

6.1 From time to time D&AD may recommend third party suppliers who may be able to provide services to Participants. D&AD takes no responsibility for the performance or suitability of such third parties.

#### **7. Correspondence**

7.1 Official correspondence with regard to the D&AD Start With a Mark or these Campaign Rules must be addressed to D&AD Start With a Mark, 64 Cheshire Street, London, E2 6EH United Kingdom. Telephone: +44(0)20 7840 1111, Email: [contact@dandad.org](mailto:contact@dandad.org)

7.2 D&AD is a registered charity No. 305992. Registered office: 64 Cheshire Street, London, E2 6EH, United Kingdom. [www.dandad.org](http://www.dandad.org) Registered in England. Company No. 883

#### **8. Governing Law**

8.1 The Campaign Rules and the Licence granted herein shall be governed and construed in all respects by the laws of England and Wales. D&AD and the Participant hereby irrevocably submit to the exclusive jurisdiction of the courts of England in relation to any claim or dispute of any nature arising in relation to these Campaign Rules or any alleged breach of them.

