

# TERMS & CONDITIONS

## 1. Organisers

The Circular Ocean Innovation Competition 2018 (subsequently referred to as “the Competition”) is administered by Environmental Research Institute, North Highland College, Ormlie Road, Thurso, Caithness, KW14 7EE, Scotland together with The Centre for Sustainable Design ®, University for the Creative Arts, Falkner Road, Farnham, Surrey GU9 7DS, England. In the following these two parties are referred to as “the Organisers”.

## 2. Official Rules

The Organisers are not responsible for (a) late, lost, stolen, damaged, garbled, incomplete, incorrect or misdirected Entries or other communication; (b) errors, omissions, interruptions, deletions, defects, or delays in the transmission of information, in each case whether arising by way of technical or other failures or malfunctions of hardware, software, communications devices, or transmission systems; or (c) data corruption, theft, destruction, unauthorised access to or alteration of Entry ideas. The Organisers are not responsible for electronic communications received on social media or for emails which are undeliverable as a result of any form of active or passive filtering or insufficient space in any account to receive the electronic communication.

The Organisers reserve the right to modify, remove or add data to the Competition web page on the Circular Ocean website [www.circularocean.eu](http://www.circularocean.eu). The Organisers also reserve the right to extend or modify the dates, timeline and/or entry submission dates of the Competition. Entrants are urged to consult the Competition website regularly during the Competition.

The Organisers shall have the right, in their sole discretion, to remove from the Competition website any blog comment or social media posting related to the Competition, at any time and for any reason.

By registering for the Competition, individual(s) and/or teams (subsequently referred to as “the Entrants”) are accepting the conditions stated in these terms and conditions, agreeing to be bound by the decisions of the organisers and/or judging panel, and warranting that entrants are eligible to participate in the Competition. If entrants cannot accept all of these official terms and conditions, please do not submit an entry to the Competition. The Organisers recommend that you print a copy of these terms and conditions for your future reference.

### 3. Intellectual property rights

The submission of an entry and participation in the Competition, grants the Organisers certain rights. Upon submission, entrants agree and thereby grant to the Organisers a royalty free, non-exclusive, irrevocable license to use any ideas, information, concepts, inventions, approaches, technology, designs or drawings arising from or in your entry materials, whether or not protected by patent or copyright or other intellectual property rights, for the purpose of review, testing and/or conducting experimental proof of concept tests as may be required in the Organisers' sole opinion to determine the commercial and technical feasibility of the entry in order to determine the Award winners.

By submitting an entry, the entrant also gives consent to the use, by the Organisers and their affiliates, agents and representatives, of your name, likeness, image, biographical information, award and award information (if an Award winner), the entrant's company or institution name (if your entry is from a legal entity), any personal data submitted with the entry, and the contents in the entry (including any created works), in connection with the Competition and/or for any purpose referred to in these terms, in any media or format, in any and all locations worldwide, and without any payment to the entrant or further approval from the entrant. The entrant agrees that this consent is perpetual and cannot be revoked (other than in so far as it relates to personal data (consent in relation to the use of which may be withdrawn at any time). For uses beyond the consent that the entrant grants herein, the entrant agrees that the Organisers' use of the entrants personal data will be governed by the privacy policies referred to in Clause 5.

The entrant agree that nothing in the terms and conditions grants the entrant the right or license to use of any intellectual property of the Organisers, including without limitation the Organisers' trademarks or service marks.

The entrant's submission thereby grants to the Organisers the limited right to include your legal entity name (if your entry is from a legal entity) as an entrant on the Competition website and in materials related to the Organisers' promotion of the Competition. Other than for these uses, you are not granting the Organisers any rights to your trademarks. For the avoidance of doubt, unless otherwise agreed with an entrant or as set out in these terms, the Organisers claim no rights of ownership of, or rights to use, an entrant's intellectual property rights.

#### 4. Business Relationship

The intent of the Competition is to encourage people to submit their ideas to the Organisers.

Participation in the Competition and acceptance of an Award does not create an obligation on either the entrant's part or the Organisers' part to enter into any business relationship or to sign any commercial agreement in the future. The entrant's are free to discuss entrant's entry with other parties and the entrant is free to contract with any third party provided the entrant does not sign any agreement or undertake any obligations that conflict with any agreement that the entrant has entered into or subsequently enter into with the Organisers regarding the entrant's entry to the Competition.

#### 5. Privacy

By entering the Competition, the entrant acknowledges and agrees that the Organisers will have access to and use of, and may disclose, any personal data provided in connection with your entry for purposes as described in these Terms and Condition.

#### 6. Confidentiality

Since the Organisers do not wish to receive or hold any submitted materials "in confidence" it is agreed that, with respect to the entrant's entry, no confidential relationship or obligation of secrecy is established between the Organisers and the entrant, the legal entity that the entrant represents or is represented when submitting the entry, or the owner of any part of the entry or the subject matter thereof. The entry will not be considered confidential or have any restrictions on its use.

#### 7. Warranties

By submitting an entry, the entrant represents and warrants that all information in the entry and all information that the entrant submits is correct and accurate to the best of the entrant's knowledge, that the entrant has the right and authority to submit the entry and disclose the information therein on the entrant's own behalf or on behalf of the persons and legal entities that the entrant specifies within the entry, and that the entry (both the information submitted in the entry and the ideas contained in or described in the entry):

(a) is the entrant's own original work and representative of the entrant's capability, or is submitted by permission with full and proper credit given within the entry;

(b) does not contain confidential information or trade secrets (the entrants' or anyone else's);

(c) does not, to the best of your knowledge, violate or infringe upon the patent rights, industrial design rights, copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity;

(d) does not contain malicious code, such as viruses, malware, timebombs, cancelbots, worms, Trojan horses or other potentially harmful programs;

(e) does not and will not violate any applicable laws, statute, rule, or regulation or any agreement with a third party;

(f) does not trigger any obligation to any third party, and

(g) does not, to the best of the entrant's knowledge, contain any information falling within the import or export control laws and regulations of any governmental agency.

A breach of any warranty set out above will result in the corresponding entry being invalidated. In addition, the entrant agrees to indemnify the Organisers against all loss, damages and costs incurred by the Organisers arising from your breach of any such warranty.