

The Choose Kindness Creative Competition Terms & Conditions

These terms and conditions (“**Promotion Terms**”) govern your participation in the Choose Kindness Creative Competition (“**The Competition**”) with Ditch the Label (the “**Promoter**”)

You should read these Promotion Terms in conjunction with our General Terms and Privacy Policy. <https://www.ditchthelabel.org/privacy-policy/>

1. The Competition is open to residents of the UK aged between 11 and 18 and who are in secondary, further education or equivalent in the UK.
2. Employees of the Promoter, members of the Promoter’s family, agents of the Promoter or anyone professionally connected with The Competition or the Promoter are ineligible to enter.
3. All entrants under the age of 16 will require parental consent in order to enter.
4. The Promoter reserves the right in its sole discretion to ask for evidence to verify the age and/or eligibility of an entrant at any time, and to use any channels and methods available to carry out checks of any details provided.
5. To enter, individual students must submit a creative piece of work addressing the question ‘What does Choosing Kindness look like?’
6. You must visit www.ditchthelabel.org/choose-kindness-competition to download an application pack. To submit your entry you must either:
 - a. enter online at www.ditchthelabel.org/choose-kindness-competition and upload your entry via the online form or
 - b. email your entry via email using the cover form included in the application pack.
7. The opening date for entries is 9.00am GMT on 24th February 2020 and the closing date for receipt of entries is 5.00pm GMT on 13th April 2020. Entries must be received after the opening time and before the closing time.
8. The Competition is limited to one entry per person as identified by the use of a unique email address. No entrant may win more than one prize.
9. No applications from agents, third parties, organised groups or applications automatically generated by computer will be accepted. No incomplete or corrupted entries will be accepted. Entries will only be accepted if they comply submit entries on behalf of students.
10. Each entry:
 - a. must be suitable for display and publication online and should not be obscene or indecent (including but not limited to nudity, pornography or profanity), it must not contain defamatory statements or words or symbols that are offensive either generally or to individuals of a certain race, ethnicity, religion, sexual orientation or socioeconomic group.

- b. must not include threats to any person, place, business or group, it must not invade privacy or other rights of any person, firm or entity, and it must not in any other way violate applicable laws and regulations or network standards;
 - c. must not contain or refer to any products other than those of **Simple** and it must not contain or reference any third party trade marks or logos (other than those of Simple unless such inclusion is merely incidental and is not unduly prominent and as long as it is included with due cause and in such a way that it does not take unfair advantage of any third party trade marks; and
 - d. must be the entrant's own work and must not contain any copyright protected works (other than as owned by the entrant).
11. If anyone other than you appears in your entry, you must have their permission to use their name and/or likeness in the manner contemplated by The Competition.
 12. If any group of people elects to collaborate on a submission, they are required to designate one person as the agent of the group to enter The Competition, agree to these terms and conditions and accept the prize.
 13. If you submit an entry that includes material in which any rights in which are owned by a third party, including intellectual property rights such as copyright and trade marks, you will be responsible for any legal action that the third party may take against you.
 14. By participating in The Competition, you agree to release, discharge and hold us harmless from any and all injuries, liability, losses and damages of any kind resulting from your participation in The Competition (save that nothing shall limit our liability for fraud, or for death or personal injury caused by our negligence).
 15. By submitting your entry, you grant us a perpetual, worldwide, non-exclusive, royalty-free, sub-licensable and transferable licence to use, reproduce, distribute, and make derivative works of your entry in any media and through any media channel.
 16. Responsibility is not accepted for entries lost, damaged or delayed as a result of any network, computer hardware or software failure of any kind. Proof of sending will not be accepted as proof of receipt.
 17. There are five prizes to be won, including a Grand Prize and four runner-up prizes. The grand prize winner will receive £1,000 cash for their school, 3 tickets to a Little Mix concert in their 2020 Summer Tour (excludes shows in Falkirk, St Helens and London) and the opportunity to meet and greet Little Mix before the concert. If the 2020 Summer Tour is postponed or cancelled, an alternative prize will be awarded. The £1000 cash prize will be paid directly to the winner's school and must be spent on educational expenditure only. Each of the four runners up will win 3 tickets to a Little Mix concert in their 2020 Summer Tour (excludes shows in Falkirk, St Helens and London) and the

opportunity to meet and greet Little Mix before the concert. If the 2020 Summer Tour is postponed or cancelled, an alternative prize will be awarded.

18. If the five prize winners receive tickets to a Little Mix concert, they will need to be accompanied by an adult over the age of 18, therefore one of the tickets must be used by an accompanying adult over the age of 18. Where the accompanying adult is not a legal guardian, parental consent to attend the concert and meet and greet with Little Mix must be obtained. The 'Meet and Greet' with Little Mix will take place before the concert and will include the opportunity to have a brief chat and photo with Little Mix. All travel and hospitality costs must be covered by the winners and are not included as part of the prize. For the avoidance of doubt, if the 2020 Summer Tour is postponed or cancelled, an alternative prize will be awarded.
19. All entries received by the closing date will be reviewed by our expert panel under the supervision of an independent judge which will include Little Mix. The best entry in the opinion of our panel will win the Grand Prize and next four best entries will win the runner up prizes. In the event of any tie the prize will be awarded to the first entry received. In the event of any dispute, the decision of the Promoter is final. In the event of unforeseen circumstances the Promoter reserves the right to substitute the prize for an alternative of equal or greater value. No correspondence will be entered into.
20. Entries will be judged against the following criteria a) artistic interpretation of the theme 'What does Choosing Kindness looks like?' b) originality, creativity and unique style of voice; and c) powerful use of chosen media (e.g. video, story, poster etc)
21. The winner(s) will be notified by email within 21 days of the closing date. The winner(s) must claim their prize by responding to the email] [confirming their full name, address, school and contact details] within 7 days of the notification. If the prize is unclaimed after this time, it will lapse and the Promoter reserves the right to offer the unclaimed prize to a substitute winner selected in accordance with the promotion rules. For the grand prize winner to claim their prize, we must also receive confirmation from their school that they are willing to accept the £1000 cash prize.
22. The winner's(s') details (name and county) may be made available on request to those writing to Ditch the Label, Ovest House, 3rd Floor, 58 West Street, Brighton, BN1 2RA within ten weeks after the closing date, enclosing a stamped SAE.
23. The winner(s) may be filmed / photographed / interviewed by the Promoter or third parties on their behalf before or after the Meet and Greet with Little Mix. The winner(s) shall grant(s) us a perpetual, worldwide, non-exclusive, royalty-free, sub-licensable and transferable licence to use, reproduce, distribute and make derivative works of such footage / photographs / testimonials in any media and through any media channel.

24. The winner(s) may be required to participate in publicity arising from The Competition.
25. By entering The Competition, all entrants will be deemed to have accepted and be bound by the rules and consent to the transfer of their personal data to the Data Controller for the purposes of the administration of The Competition and any other purposes to which the entrant has consented. The personal data will be processed in accordance with the Data Controller's Privacy Policy, which is available at <https://www.ditchthelabel.org/privacy-policy/>. All entry instructions form part of the rules.
26. The Promoter may vary the terms of, or terminate, The Competition at any time at its absolute discretion without liability to any entrant or other person. The Promoter will not award any of the prizes if The Competition is terminated.
27. In the event that any provision of these Promotion Terms are held to be illegal, invalid, void or otherwise unenforceable, such provisions shall be severed from the remaining provisions, which shall continue in full force and effect.
28. These terms and conditions and any issues or disputes which may arise out of or in connection with these terms and conditions (whether such disputes or issues are contractual or non-contractual in nature, such as claims in tort, for breach of statute or regulation or otherwise) shall be governed by and construed in accordance with English law. Entrants hereby irrevocably submit to the exclusive jurisdiction of the English courts to settle any such dispute or issues.

Promoter and Data Controller: Ditch the Label, Ovest House, 3rd Floor, 58 West Street, Brighton, BN1 2RA (please do not send entries to this address).