

TERMS AND CONDITIONS

1. GENERAL

- 1.1 This competition is organised and administered by Heatrae Sadia, a trading division of Baxi Heating UK Ltd (the Company).
- 1.2 By entering the competition, all entrants agree to the terms and conditions of entry in full.
- 1.3 Entry is prohibited by employees of the Company, and agencies working on behalf of the Company.
- 1.4 The Company reserves the right, in its sole discretion, to cancel or suspend the competition should causes beyond its control corrupt the administration, security or proper participation in the competition.
- 1.5 The Company assumes no responsibility for postal, technical or natural conditions that prevent the reception and judging of competition submissions.
- 1.6 The competition and its terms and conditions will in all respects be governed by English law.
- 1.7 The Company reserves the right to amend these terms and conditions at any time without notice.
- 1.8 These terms and conditions should be read in line with the Design Competition Brief.
- 1.9 The judge's decision is final and no correspondence will be entered into.

2. ELIGIBILITY

- 2.1 Entrants must be, or have been within the last four years, undergraduate/bachelor or postgraduate engineering or design students for at least one semester at an institution within the UK chosen to participate in the competition and are required to provide evidence as requested by the Company.
- 2.2 In case of team entries, at least one team member must fulfil the above eligibility criteria for the team to be able to participate in the competition. All other team members must be currently university level students or have graduated within the last 4 years at an institution within the UK to participate in the competition, but may be (or have been) students of other disciplines. They will also be required to provide evidence proving their student or alumni status.

3. ENTRY SUBMISSION

- 3.1 Competition entries will take the form of either an email or hard copy submission which should include sketches and images of models and prototypes demonstrating the research and development process (including testing and design for manufacture). Each submission should include:
 - Project name: The name that will appear on all communication and media coverage concerning the project.
 - Succinct description of the project, outlining its principal purpose and function. It should describe the problem solved and how it does this. This description should be no longer than 300 words.
 - Explanation of the inspiration behind the project, along with the entrants personal motivation
 - Explanation of the development process that the designer took to develop the project
 - Selected low resolution images to include:
 - Sketches
 - Plans
 - 3D models or prototypes (optional)

- Photo-realistic 3D CAD renderings (optional)
 - One high res (300dpi) image on a white background (this will be used in publicity material if the project is short listed and will be requested from the participant at that time).
- 3.2 The existence of a working prototype and video report, where viable, is not a compulsory requirement of entry but will add value to a submission.
- 3.3 All individual entrants and at least one team member (in case of team entries) will be required to upload official documentation to prove that they studied (and have graduated within the last 4 years), or are studying, within a UK institution. In case of team entries, all other team members will be required to provide evidence proving their student or alumni status. Word, PDF and JPEG file will be accepted. For example the following would be accepted.
- A copy of a signed letter from the entrant's tutor or lecturer stating they attend a particular course within a particular university.
 - The entrant's degree certificate.
 - A letter from the University to the entrant confirming their place and degree title.
- 3.4 Entrants may submit as many projects as they like. Each project will form a separate entry and must be accompanied by the full supporting information.
- 3.5 The Company will not accept competition entries which include profanity, pornography, indecent images or references. The Company reserves the right to disallow any entries it regards to contain inappropriate or incomplete content.
- 3.6 By entering the competition, the entrant understands that the project submission (descriptions, images and videos) will be made publicly available and will be able to be shared by members of the general public across any and all media channels including the Internet.
- 3.7 All entrants' contact details should be restricted to the registration process and contact details section of the entry which will not be made publicly available – and not included in the project submission itself. The Company is not responsible for any entrants' failure to follow this request.
- 3.8 The Company cannot receive entries in confidence.
- 3.9 All projects should be available to the Company for exhibition purposes, including 3-D models.
- 3.10 The Company will cover the cost of transporting required projects to and from desired locations and therefore insure items against loss and damage. All items will be returned to the owner once any publicity and promotional activity surrounding the competition and future awards has finished.

4. JUDGING PROCESS

- 4.1 The competition will open for entries from Monday 10th October 2016 and close on Monday 15th May 2017 at midnight. The Company is not responsible for and will not accept projects received after this time.
- 4.2 Between May and June a panel of judges will select the top five projects to participate in the final stages of the competition. The judges will be professionals with design acumen and this process will be administered by a Company representative. Projects will be judged purely on their merits and quality; contact details of entrants will not be available to judges unless entrants neglected to remove any contact details from the project submission itself.
- 4.3 During the second round, the shortlisted entrants will be invited to present their design concepts to a further panel of judges.
- 4.4 The Company will select the winner as a result of this second stage in the process.
- 4.5 The winner will be announced in July 2017.

- 4.6 The winner (or team) will receive £10,000 for the student or student team and a winner's certificate.
- 4.7 In the event that the winner refuses the prize, the Company will decide how the prize money will be distributed (if at all) and the winner will have no rights in respect of the prize money or its distribution.
- 4.8 If the winning project is entered by a team, the team will receive the same prize and can distribute it amongst team members at their own discretion.
- 4.9 All entrants accept the judges' decisions as final and binding, and no further correspondence or discussion will be entered into.
- 4.10 The local administrator of the competition will help to administer the judging process; however they will not be involved in making any judgements about projects throughout any selection process.
- 4.11 Projects will remain anonymous to judges throughout the course of the competition.

5. INTELLECTUAL PROPERTY

- 5.1 In consideration of payment of the prize fund by Heatrae Sadia (receipt is hereby acknowledged by the Assignor), the Assignor hereby assigns to Heatrae Sadia absolutely with full guarantee all right, title and interest in and to the designs, together with the Intellectual Property Rights subsisting therein and including the right to bring, make, oppose, defend and appeal proceedings, claims and/or actions and obtain relief (and to retain all damages recovered) in respect of any infringement, or any other cause of action arising from ownership of the designs whether occurring before, on or after the date of this Deed.
- 5.2 The Assignor hereby expressly, irrevocably and unconditionally waives all so-called 'moral rights' relating to the design to the fullest extent permitted by law (including any rights of the Assignor under Sections 77 to 85 of the Copyright, Designs and Patents Act 1988 and any similar laws of this jurisdiction). Such waiver shall operate in favour of Heatrae Sadia, its licensees, assigns and successors in title.
- 5.3 It is agreed and acknowledged by the Assignee shall be entitled to edit, amend, adapt, alter, translate, decompile, modify and otherwise change the design at any time without restriction and that any improvements shall, as between the parties, vest solely and exclusively in Heatrae Sadia.
- 5.4 The Assignor acknowledges that, except as provided by law, no further remuneration or compensation, other than that provided for in this Deed, is or may become due to the Assignor in respect of the Assignor's compliance with this clause. This clause is without prejudice to the Assignor's rights under the Patents Act 1977.
- 5.5 The Assignor hereby warrants, represents and undertakes that:
 - a) It is the sole and legal beneficial owner of, and owns all rights, title and interest in, the Application and no third party owns any right, title or interest in or to the Application (including any Intellectual Property rights therein);
 - b) The Application is the original work of the Assignor and was not created and/or developed by copying wholly or substantially from any other work or material belonging to a third party;
 - c) Heatrae Sadia's use of the design will not infringe the Intellectual Property Rights of any third party;
 - d) Following the date of this Deed and unless instructed to do so by Heatrae Sadia, the Assignor shall not use the design and/or create anything substantially similar to the design by copying the design in whole or in part;
 - e) Other than to Heatrae Sadia, it has not licensed or assigned, and will not license or assign, any right, title or interest in or to the design (including any right to use the design); and

- f) The design is free from any security interest, option, mortgage, charge or lien.
- 5.6 To the extent that the design and related materials are not already in Heatrae Sadia's possession, the Assignor shall deliver to Heatrae Sadia on the date of this Deed, all copies of the design and related materials (and any part thereof) in such format as may be requested by Heatrae Sadia from time to time.
- 5.7 The Assignor shall treat as confidential all information contained or embodied in the design and any other confidential information relating to Heatrae Sadia and its financial and business affairs and shall not disclose the whole or any part of such information to any third party without the prior written consent of Heatrae Sadia.

6. PERSONAL DATA

- 6.1 By entering the competition, entrants expressly authorise the Company to use personal data collected during the registration process for the purposes of administering the competition, notwithstanding their rights to access or amend that may be exercised by the entrants by the means of an e-mail or letter addressed to the Company.
- 6.2 The Company will use the personal data the entrant submitted to administer the competition and local administrators working on behalf of the Competition have access to personal details for the purposes of informing the entrant of any progression throughout the competition or publicity opportunities. We will not pass on the entrant's details to third parties.

7. PUBLICITY AND PROMOTION

- 7.1 The winners, runners-up and finalists of the competition agree to take part in any associated publicity and promotional activity. As part of an ambassador role, the winner may be required to partake in some activities recommended by the organisers.
- 7.2 Any entrant to the award may be asked to take part in publicity and promotional activities for the Company. By entering the competition, the entrant is accepting that your story, project details, images and footage can be used for publicity purposes. The entrant may be invited to personally partake in publicity opportunities such as interviews put forward to the entrant by the Company. Each opportunity will be taken on merit and the entrant will have the right to decline any opportunity which they do not wish to be personally involved with.