

## **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. Upon any changes to the Terms and Conditions, entrants will have the right to withdraw their entry from the competition.
- 1.8 These terms and conditions should be read in conjunction with the Design Awards Competition Brief.
- 1.9 The judge's decision is final and no correspondence will be entered into.
- 1.10 The company reserves the right to withdraw the competition and suspend prize giving if there are an insufficient number of entries.

### **2. BACKGROUND**

- 2.1 The Company has set up the Competition with the following aims:
  - 2.1.1 To promote creative design and engineering in Universities.
  - 2.1.2 To give the Company the opportunity to take ownership of Intellectual Property in prize-winning entries in return for a cash prize. In this situation, Entrants will be named as Inventors on any patent applications arising from the competition entries, as appropriate.
  - 2.1.3 To give Entrants the option of pursuing their own Intellectual Property protection of Entries, should they not win, or should an Entrant decline to accept the prize.
  - 2.1.4 In order to fulfil these aims, it is essential that technical details of the entries are kept confidential until decisions on prizes are made, and that Entrants have the ability to assign any such Intellectual Property Rights.
  - 2.1.5 The Company recognises that Competition Entries might be similar or identical to technology already under development by the Company. In this situation, Entrants undertake not to pursue the Company in respect of any alleged appropriation of Entrants' Intellectual Property.

### **3. ELIGIBILITY**

- 3.1 Entrants must be, or have been within the last four years, undergraduate/bachelor or postgraduate students for at least one semester at an institution within the UK eligible to participate in the competition and are required to provide evidence as requested by the Company.
- 3.2 In case of team entries, all team members must meet the eligibility criteria stated in 3.1.

- 3.3 Entrants must be in a position to assign any Intellectual Property Rights in their project entry to the Company in the event that they are selected for, and accept a prize. Entrants shall also ensure that details of their project are kept confidential until allocation of prizes is complete.

#### 4. ENTRY SUBMISSION

- 4.1 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.
  - Contact details including email address and contact number required for each individual entry or at least one member of a team entry for correspondence throughout the competition.
  - Proof of UK University Status.
  - An advert promoting the design / project.
  - Commercial feasibility of design.
  - Explanation of the inspiration behind the project, along with the Entrants personal motivation.
  - 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 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).
  - A Signature on the Terms and Conditions document. Where there is a team entry then each team member will need to provide his or her signature on the same document. Signature Form for acceptance of Terms and Conditions can be downloaded from the Heatrae Sadia Website (<https://www.heatraesadia.com/design-awards.htm>).
  - The existence of supporting media and a working prototype, where viable, is not a compulsory requirement of entry but will add value to a submission. This can include any of the following:
    - Thesis
    - Dissertation
    - Report
    - Commercial journal
    - Technical brief
    - Rendered images
    - Building information modelling (BIM) – this must be constructed by entrant and not third party to ensure confidentiality of design
    - Data presentation
    - CAD file

- Detailed schematic
  - Technical drawing
  - Image
  - Photo
  - Digital simulation
  - Video
  - Chart of performance levels.
- 4.3 All individual Entrants and all team members (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. 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.
- 4.4 Entrants who are in employment, or who have been employed since their period of qualifying academic study, shall provide details of such employment. If the Company determines that such employer might have rights in any Intellectual Property forming part of the proposed Entry, the Company will contact the Entrant to seek clarification.
- 4.5 Each Entrant shall also provide a statement from their institution declaring that, in the event that an entry should be prize-winning, the institution shall have no claim to ownership of any Intellectual Property forming part of the proposed Entry, and that they are not aware of any other organisation (e.g. funding bodies) that have any claim over any Intellectual Property forming part of the proposed Entry.
- 4.6 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.
- 4.7 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.
- 4.8 By entering the competition, the Entrant understands that prize-winning Entries (descriptions, images and videos) may eventually 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.
- 4.9 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.
- 4.10 The Company will receive all entries in confidence.
- 4.11 All prize-winning projects should be available to the Company for exhibition purposes, including 3-D models.
- 4.12 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.
- 4.13 The Company reserves the right to decline entry for any reason.

## 5. JUDGING PROCESS

- 5.1 The competition will open for entries from 8<sup>th</sup> January 2018 and close on 31<sup>st</sup> May 2018 at midnight. The Company is not responsible for and will not accept projects received after this time.
- 5.2 In June a panel of judges will select the top 5 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. The judging process shall be confidential.
- 5.3 During the final stage, the shortlisted Entrants will be invited to present their design concepts to a further panel of judges.
- 5.4 The Company will select the winner as a result of this final stage in the process.
- 5.5 The winner will be announced in August 2018.
- 5.6 The winner (or team) will be offered a prize of £10,000 for the student or student team and a winner's certificate, in return for Assignment to the Company of Intellectual Property rights in the Entry.
- 5.7 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. In this situation, Intellectual Property Rights in the Entry will be retained by the winner (or winning team).
- 5.8 At the sole discretion of the Company, one or more of the runners-up might be offered the opportunity to assign Intellectual Property Rights in their Entry to the Company in return for a cash runner-up prize, not exceeding the winner's prize money.
- 5.9 In order to be eligible for a runners-up prize, the runners-up shall keep details of the entry confidential for a period of six months following announcement of the winner, or until the Company agrees, whichever is the shorter. During this period, the runners-up shall not offer the Intellectual Property Rights in the Entry to any other party.
- 5.10 Should the Company not agree with any runner-up to take assignment of the Intellectual Property Rights in their entry, such Intellectual Property Rights shall remain with the runners-up.
- 5.11 If the winning project, or runner-up project, is entered by a team, the team will receive the same prize and can distribute it amongst team members at their own discretion.
- 5.12 All Entrants accept the judges' decisions as final and binding, and no further correspondence or discussion will be entered into.
- 5.13 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.
- 5.14 Projects will remain anonymous to judges up until the final judging process of the competition, at which point entrants will be required to present their concept in person to the final judging panel, meaning the project will no longer be anonymous.

## **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 that they do not wish to be personally involved with.