# The Heart of the City

# In Your Words



Terms and Conditions - 25 May 2020

### **Entries**

To enter the competition all entrants must complete and submit the entry form at hotcity.co.nz/inyourwords by 5pm on 5 June 2020. Entries received after the closing date will not be accepted.

No more than five entries per person/collective will be accepted, and no more than one entry per person/collective will be selected for publishing in this round.

Selections will be made by 5pm on 12 June 2020 and all winners will be contacted as per the contact details provided on their entry forms.

If a winner does not respond within 48 hours of being contacted, another winner will be selected in their place.

### Selection of winners

In Your Words pieces will be selected for publication by a panel, and the decision of the panel and Heart of the City is final, and no correspondence will be entered into.

HOTC reserves the right to select/not select any competition entry, at its sole discretion. HOTC also reserves the right to refuse to award a prize to an entrant who is in breach of the Terms and Conditions, gained an unfair advantage in participating in the competition or won a prize by using fraudulent means.

Selection will be based on relevance to the brief, positivity of message, potential to appeal to Auckland audience and approval of display site property owner if relevant.

HOTC intends to select at least nine pieces initially, and holds discretion to select more pieces over time. If your submission is not selected in this round, your entry will be held so that it may be selected in the future unless you request otherwise.

#### Participation in the competition

Participation in the competition is only open to New Zealand residents; and any participants under the age of 18 years must obtain the consent of a parent or guardian before entering. By taking part in the competition, minors confirm that they have obtained the consent of their parent or guardian.

#### Originality

Entrants must only submit original material to the competition, which does not infringe upon any copyright, trademark, patent, statutory or other proprietary rights of others.

#### Language

If an entry is submitted in a language other than English, the entrant must provide an English translation to assist in the selection process.

The judging panel may take advice on submissions in languages other than English to assist in their assessment where relevant.

Published pieces in languages other than English will be accompanied by an English translation in subtitle.

#### Term of the agreement

The term of the agreement is five years from 12 June 2020. If Heart of the City wishes to extend its right to use your writing beyond this period, they will contact the participant via the contact details provided in the entry form. If they are not able to contact them, HOTC will cease to use the In Your Words piece.

HOTC reserves the right to replace or remove any of the word art within the five year period, at its discretion, due to damage or wear and tear. HOTC also reserves the right to cancel, terminate, modify or suspend the In Your Words installations at any time for whatever reason.

### **Ownership**

Winning In Your Words pieces will be made into word art by Heart of the City and 'published' in public locations in the city centre. This may include utility boxes in Queen Street, a window decal or other locations.

By entering, you agree to your entry being able to be used by HOTC for a period of up to five years. The IP of the In Your Words piece remains with the writer, however HOTC has a non-exclusive use of the words for that period. HOTC retains the IP of the word art that will be created from the words.

HOTC shall have the exclusive right for five years from 12 June 2020 to make reproductions (still and/or moving) of the word art created from the In Your Words piece, and use, copy, distribute and make available the reproductions in HOTC's discretion to promote Heart of the City and Auckland's central city (including the right to sub-licence such rights to third parties for such purposes).

HOTC will credit the submitter, by name, in the physical space where the In Your Words piece is published, and also in HOTC promotional material/content.

The HOTC brand will also appear on each of the physical installations.

#### **Payment**

If selected, we will request your bank details and make payment to this bank account. Payment will be made by 30 June.

## <u>Privacy</u>

The information provided on the entry form will only be used to contact the winners and for crediting purposes if the entrant has given their consent on the entry form.	