

# Staffordshire Libraries and Arts Original Artwork Character Contest

## Terms and Conditions

### 1. Defined Terms and Background

“**Closing Date**” means when the competition closes for entries as set out at clause 3.1.

“**Digital Artworks**” means artwork that is created using a computer.

“**Entry Forms**” means all forms digital and paper copies available via Staffordshire Libraries and Arts.

“**Intellectual Property Rights**” means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

“**Opening date**” means the date on which the competition opens for entries.

“**Original Artworks**” means hand drawings and prints of an original CG.

“**Physical Artworks**” means artwork that is hand drawn or painted.

### **Background**

**Staffordshire County Council is running a “Create a Library Character Contest”.** The contest asks children to create a library character that will become one of four (4) characters to be used in marketing and on the Staffordshire County Council (“the Council”) website. The goal of the contest is for children to explore their imagination and create an Original Artwork of a character that they would like to find in a library.

### 2. Eligible applicants

2.1 The competition is open to all children below the age of 18 at the time of the submission of the Entry Form who satisfy one or more of the following criteria:-

- a) Is a Staffordshire resident; or
- b) Attends a school or college in Staffordshire.

### **Age Categories:**

- a. Category 1: Under 8 years old

b. Category 2: 8-11 years old (inclusive)

c. Category 3: 12-15 years old (inclusive)

d. Category 4: 16 – 17 years old (inclusive)

### **3. Entry period**

3.1 All entries must be received on or after the Opening Date of 1<sup>st</sup> January 2025 and before 5pm on the Closing Date of 31<sup>st</sup> March 2025.

3.2 Any competition entries received after the Closing Date may not be included.

### **4. Entry requirements**

4.1 Both "Physical Artworks" and "Digital Artworks" will be acceptable.

4.2 "Physical Artworks" size must not exceed A4 or A3 paper size

4.2 Acceptable "Original Artwork" materials:

4.2.1 Drawing materials can be used, such as colour pencils, markers, crayons, or paints. Computer Generated applications but please note clause 4.3.2 below.

4.2.2 "Digital Artworks" must not exceed 18 MB

4.3 Unacceptable Artwork Submissions:

4.3.1 Collaborative Original Artwork drawn by multiple individuals will not be accepted.

4.3.2 Artwork created by a person other than the entrant. For the avoidance of doubt, this includes artwork automatically generated by computer or created by artificial intelligence (including but not limited to chatbots such as ChatGPT or similar software applications).

4.3.3 Piece with incomplete Entry Forms or missing information.

4.3.4 Drawings that include photographs.

4.3.5 Drawings including trademarked characters, logos, and specific goods.

4.3.6 It is the responsibility of the entrant to ensure their Original Artworks to do not infringe on copyright works.

4.3.7 By submitting an entry, you warrant and represent that your Original Artwork is **not** an Unacceptable Artwork Submission as defined in this clause 4.3.

### **5. Submitting your Original Artwork**

**Parent/Guardian's consent is required to enter this contest.**

5.1 Please complete an Entry Form and submit by one of the following methods:

5.1.2 **For Digital Artwork submissions**, please save as a PDF or PNG email to: [Jocelyn.scantlebury@staffordshire.gov.uk](mailto:Jocelyn.scantlebury@staffordshire.gov.uk) before the closing date. Include a copy of the Entry Form with all the mandatory sections completed.

5.1.3 **For Physical Artwork submissions** please complete all mandatory sections on the Entry Form, and securely attach it to your Original Artwork, before dropping off at your local Staffordshire library or by post.

5.2 **Submission Locations** – Biddulph Library, Burntwood Library, Burton Library, Cannock Library, Codsall Library, Kidsgrove Library, Leek Library, Lichfield Library, Newcastle Library, Perton Library, Rugeley Library, Stafford Library, Stone Library, Tamworth Library, Uttoxeter Library, Wombourne Library.

**Postal submission** – C/O Jocelyn Scantlebury, Staffordshire Place One, Stafford, Staffordshire ST16 2BD.

5.3 Staffordshire County Council does not accept responsibility for competition entries that are lost, mislaid, damaged or delayed in transit, regardless of cause, including, for example, as a result of any postal failure, equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind; or proof of posting or transmission as proof of receipt of entry to the competition.

5.4 By submitting a competition entry, you are agreeing to be bound by these terms and conditions.

## 6 Intellectual Property Rights

6.1 All rights in the submitted Original Artworks, including but not limited to publication, use, adaption, editing, and revision rights, will belong to Staffordshire County Council.

6.2 The submitted Original Artworks may be used in advertisements and printed materials by Staffordshire County Council.

6.3 The submitted Original Artworks will be digitally reproduced and used across our digital network – including but not limited to social media and our websites.

6.4 All competition entries and any accompanying material submitted to the Council will become the property of the Council on receipt and will not be returned.

6.5 By submitting your competition entry and any accompanying material, you agree: -

- (a) to assign absolutely to the Council all your Intellectual Property Rights held in the competition entry with full title guarantee.
- (b) to waive absolutely all moral rights, in and to your competition entry and otherwise arising in connection with your entry to which you may now or at any time in the future be entitled under the Copyright, Designs and Patents Act 1988 as amended from time to time and under all similar legislation from time to time in force anywhere in the world.
- (c) You are the sole legal and beneficial owner of the copyright and any other relevant Intellectual Property Rights comprised in photos, sketches, drawings or images of any kind and in any media ('Images') forming all or part of your submission, and represent and warrant that all such Images in your submission:
  - Are your original works and have not been copied wholly or substantially,
  - Were not created in the course of your employment,
  - Are not defamatory; and

- Do not infringe third-party rights.

- (d) There are no conflicting agreements in place that restrict usage of these Images or other submissions; and
- (e) That you will produce evidence of any required consents at the Council's request or risk being disqualified from the competition.

## **7 Further Eligibility Requirements**

7.1 The competition is open to all children below the age of 18 at the time of the submission of the Entry Form who satisfy one or more of the following criteria: -

- a) Is a Staffordshire resident; or
- b) Attends a school or college in Staffordshire.

7.2 Family members of employees of Staffordshire County Council are eligible to participate.

7.3 Submissions that have previously been released, submissions that have been entered in other contests, and submissions that infringe on a third party's copyright will not be accepted.

7.4 Entrants are responsible for submitting Original Artwork.

7.5 Entrants must obtain and submit parental or guardian consent within the Entry Form to enter. Staffordshire County Council reserves the right to ask the winner to provide proof of age and/or other evidence of eligibility.

7.6 Multiple submissions are allowed from the same person. However, only one submission will be picked per winning person.

7.7 Where an age group's submissions do not meet the eligibility criteria, we reserve the right to pick two winners from another participating age group.

## **8 Judging**

8.1 The competition entries will be judged by a panel of judges who will pick a winner based on the following criteria: uniqueness, promotes the library service, well executed design.

8.2 The top three (3) Original Artworks will be selected from each age category. The top three designs will be nominated as finalists and will be designated Winner, Runner Up and Highly Commended.

8.3 The decision of the panel of judges (acting reasonably) will be final.

## **9 Winners, Runner Up and Highly Commended**

9.1 Winners, Runners up and those designated Highly Commended will be notified as soon as practical using the contact details provided in the Entry Form.

9.2 The results will be announced **28 April 2025**

## **10 Prizes**

10.1 The prizes are as follows:-

10.1.1 The winner of the Original Artworks submission from each age category will be announced on the Staffordshire County Council Webpage and via social media and in the press. A £25 book token will be gifted to the winner. The winner will also have their Original Artwork become one of four (4) characters to be used in marketing and on the Council website.

10.1.2 The second-place Original Artworks and third-place Original Artworks from each age category will be announced on the Staffordshire County Council Website and social media and a £10 book token will be gifted to the runner up and highly commended.

Prize winners will be notified via the contact details provided in the Entry Form. Prizes will be delivered via Royal Mail signed for, and we will be in touch to arrange this directly with the winners and/or their parent or guardian.

10.2 Staffordshire County Council will make all reasonable efforts to contact the winner. If the winner cannot be contacted or is not available or has not claimed their prize within 30 days of the announcement date, Staffordshire County Council reserves the right to offer the prize to the next eligible entrant selected from the correct entries that were received before the Closing Date.

10.3 Staffordshire County Council reserves the right to hold void, suspend, cancel, or amend the prize competition where it becomes necessary to do so.

10.4 Please allow 30 days for delivery of your prize after you have confirmed acceptance in line with these terms and conditions.

10.5 The prize is non-negotiable and non-transferable.

## **11 Handling of personal information**

11.1 Your personal information will be used for the following purposes:

11.1.1 As set out in the Privacy Notice (attached)

11.1.2 For the notification of results of this contest

11.1.3 Sending a prize to the winner, runner up and highly commended in the age categories.

11.1.4 Under adequate safeguards any usage deemed necessary by Staffordshire County Council to conduct the contest fairly and safely.

11.1.5 Disclosure of personal information to third parties, such as names for press releases, will not be disclosed to third parties without the permission of the individual.

## **12 General**

12.1 Insofar as is permitted by law, the Council will not in any circumstances be responsible or liable to compensate the winner or accept any liability for any loss or damage occurring as a result of taking up the prize except where it is caused by the negligence of the Council.

12.2 If there is any reason to believe that there has been a breach of these terms and conditions, the Council may, at its sole discretion, reserve the right to exclude you from participating in the competition.

12.3 The Council reserves the right to hold, void, suspend, cancel, or amend the prize competition at its discretion.

12.4 These terms and conditions shall be governed by English law, and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.