

## TERMS AND CONDITIONS

### 1 INTRODUCTION

- 1.1 This Competition is operated by Clear Channel UK Limited (hereinafter referred to as “Our”, “Us” and “We”), registered number 950526, whose registered office is 33 Golden Square, London, W1F 9JT and telephone number is 0207 478 2200.
- 1.2 The following are the full Terms and Conditions for the Clear Channel Outdoor Media Awards (the “Competition”) in association with Haymarket Media Group.
- 1.3 Please ensure that you read these Terms and Conditions carefully as your entry into the Competition is strictly subject to them. By submitting an entry for the Competition, you are indicating your agreement to be bound by these Terms and Conditions.
- 1.4 Persons completing entries commit that they are authorised to do so and agree to be bound by, and comply with, these Terms and Conditions.
- 1.5 We reserve the right to cancel or amend these Terms & Conditions at any time without prior notice and by participating in any Competition subsequent to any revision of Our Terms and Conditions; you agree to be bound by such changes. Any amendments or cancellations will be posted on the website [clearchannel.co.uk/oma2020](http://clearchannel.co.uk/oma2020)
- 1.6 We reserve the right to disqualify your entry if we have reasonable grounds to believe that you have breached any of these Terms and Conditions.

### 2 ENTRY REQUIREMENTS

- 2.1 To qualify to enter the Competition, you must be:
- (a) a resident in the United Kingdom;
  - (b) able to comply with all of Our Terms and Conditions; and
  - (c) at least 18 years old.
- You must not be:
- (d) an employee, an agent or a director of Clear Channel UK Limited;
  - (e) any associated company or subsidiaries of Clear Channel UK Limited;
  - (f) any member of any of those parties’, as set out in Clauses (d) and (e)
- 2.2 Your entry must directly relate to an advertising campaign that featured in the UK during 2019 only (except for The Brand Fame Award which must have run predominantly in 2019, but may extend beyond that period).
- 2.3 Only one entity or person may submit an entry, and that entity or person will be Our sole contact. In the case of campaigns to which numerous parties have contributed, all relevant parties must agree in advance which party shall be the entrant. In the event that the same entry is submitted by more than one person or company, only the first entry will be considered for the Competition.
- 2.4 Entries cannot be made without the prior permission from the client, advertiser, or brand.
- 2.5 Please carefully check and re-check the additional credits you have entered as part of your entry, and ensure all parties involved in the campaign or project are credited and have given permission to be named in the entry. If your entry is shortlisted, these credits will be published on our website exactly as you have typed them. If your entry is a winner, these will be printed onto your trophy and in promotional materials.
- 2.6 Entries can be submitted in to multiple categories. A separate entry must be made for each category as outlined in 3.

### 3 COMPETITION FORMAT

- 3.1 The Competition will commence on Monday 27th January 2020 at 12:00 and will close on Friday 3rd April at 20:59. No purchase is necessary.
- 3.2 Any entries which are received outside the period set out in Clause 3.1 may be refused regardless of the reason.
- 3.3 All entries must be uploaded via the official competition website at [clearchannel.co.uk/oma2020](http://clearchannel.co.uk/oma2020)
- 3.4 You will need to upload one entry for each category you wish to enter, and you must submit (at a minimum) three high resolution images as part of each entry.
- 3.5 All required fields of information must be completed accurately and in full for an entry to be processed and accepted.
- 3.6 We shall have sole discretion regarding acceptance of your entry.
- 3.7 All categories and any additional entry criteria are as listed on the website [clearchannel.co.uk/oma2020](http://clearchannel.co.uk/oma2020)
- 3.8 The judges reserve the right to move an entry to a category they deem more appropriate if necessary, and the entry will be judged alongside the other entries in that category. We will notify you if this happens.
- 3.9 The judging panel will select one Gold Winner, one Silver Winner and one Bronze Winner for each Award except for both Talent Awards where one individual will be selected out of all eligible entries received.

### 4 PRIZES

- 4.1 The Grand Prix winner will receive advertising space up to the rate card value of £100,000 inclusive of production costs on Our advertising sites. The advertising sites and dates on which the advertising space is available is solely at the discretion of Us ideally within the 12-month period following the Awards ceremony, unless otherwise stipulated by Us in writing. The winning client shall fully indemnify Us against any and all costs, claims, expenses and liabilities in relation to the content provided by the winning client to be displayed on Our advertising sites and in connection with any third party claim arising out of or in connection with the winning client's use of Our advertising sites not being in accordance with any and all relevant laws, codes, rules and regulations.
- 4.2 There are no prize substitutions or cash alternatives and the prizes are not transferable.
- 4.3 The Grand Prix money cannot be allocated against a booking that is already live, optioned, or that is in discussion.
- 4.4 The Grand Prix money will be allocated to the entity that submits the entry in accordance with clause 2.3 above. In the event there is any dispute over the entity to whom the Grand Prize money should be allocated, the allocation will be at the discretion of the Judges.

### 5 WINNERS

- 5.1 The names of winners will be announced at the Clear Channel Outdoor Media Awards ceremony on Thursday 11th June, and will be published on the website [clearchannel.co.uk/oma2020](http://clearchannel.co.uk/oma2020)
- 5.2 You may be requested to provide proof to Us that you have complied with these Terms and Conditions before being declared the winner.
- 5.3 If you win the Competition you agree, at Our request, to take part in publicity and consent to allow Us or Haymarket Media Group to use your name and/or image in such promotional materials as We see fit whether now or in the future, anywhere in the world.
- 5.4 If We notify you as a winner and You do not acknowledge such notification within 10 days from the date of notification, then We shall be entitled to withdraw Your right to the prize and We shall have the right to select an alternative winner at random as determined by Us.

## 6 FINAL DECISION

6.1 In all matters Our decision will be final and no correspondence or discussion shall be entered into with You or any other party on your behalf regarding the process or details of such decision.

## 7 INTELLECTUAL PROPERTY

7.1 All intellectual property rights subsisting in the Competition and its content, is either owned by Us or licensed to Us. You may not reproduce any materials without Our express prior written consent nor do or attempt to do anything which infringes such intellectual property rights or any intellectual property rights licensed to Us by a third party including, but not limited to, seeking to identify the source code for the Competition.

7.2 By entering the Awards, all entrants warrant and undertake that: (i) their entry is lawful, is not defamatory and does not infringe any third party rights (including intellectual property rights); and (ii) they are the owner of all rights (including all intellectual property rights) in their entry (including all images, text and trademarks), or they have all necessary permissions from all owners of all rights in their entry, in order to enter the Awards.

7.3 By entering the Competition you agree:

- (i) to reasonable use of your company name and the entered advert in connection with the Awards (including in promotional material and news reporting); and
- (ii) that entries may be turned into case studies for use by us in marketing materials. If your entry contains elements for 'judges eyes-only' please clearly indicate such on your entry form and these details will be excluded from any marketing publications.

## 8 CONFIDENTIALITY

8.1 Subject to clause 7 above, your entry and any information, contents, strategies, concepts or ideas contained therein will remain confidential save that We reserve the right to view the entry and providing the Competition judges with access to the same for the purpose of administering the Competition.

## 9 LIMITATION OF LIABILITY

9.1 Nothing in these Terms and Conditions shall exclude or limit Our liability:

- (a) for death or personal injury resulting from Our negligence;
- (b) for fraudulent misrepresentation; or
- (c) to the extent that liability cannot by law be excluded or limited.

9.2 Subject always to clause 9.1:

- (a) the Competition is provided on an "as is" and "as available" basis without any representation or endorsement. All warranties, conditions and guarantees relating to the Competition by Us or on Our behalf, whether express or implied by law, statute, course of dealing or otherwise, including but not limited to, implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security, accuracy, condition or completeness are excluded to the maximum extent permitted by law; and
- (b) We will not be liable to you, in contract, tort (including, without limitation, negligence) or otherwise in connection with the Competition for:
  - (i) loss of revenues, profits, contracts, business or anticipated savings or loss of data; or
  - (ii) any loss of goodwill or reputation; or
  - (ii) any special or indirect or consequential losses.

- (c) Although We have made all reasonable efforts to ensure that the Website is free from viruses and other damaging components, we cannot guarantee this. Neither can We guarantee that use of the Website will be uninterrupted, timely, secure and / or error-free.
- (d) Except in relation to death or personal injury caused by Our negligence or for fraudulent misrepresentation (in which cases Our liability to You will be unlimited) our liability to You shall be limited to the cash value of the first prize as detailed in clause 4 above.
- (e) In any event, We will not be liable for any damages or losses whether direct or indirect that You may suffer as a result of failure by us to deliver the Competition (including, but not limited to, as a result of a server failure), including but not limited to access delays or interruptions, data non-delivery or mis-delivery, any acts of God, war or terrorism, breaches of security or unauthorised use of personal data arising from hacking and / or failure or lack of reception of telephone or mobile telephone networks. The exclusion set out in this paragraph shall apply even in the event that the loss or damage suffered by You was or should have been foreseen by Us and / or You told Us of the risk of You suffering the loss or damage in question.
- (f) We are not responsible for any websites which You may visit via hyperlinks provided on the Website and You visit and carry out transactions on such websites entirely at Your own risk.

## 10 YOUR LIABILITY TO US AND YOUR STATUTORY RIGHTS

- 10.1 You agree to fully indemnify Us in respect of all liabilities, damages, claims, actions, expenses, demands or costs incurred by Us due to your misuse of the Website or any breach by You of Our Terms and Conditions.
- 10.2 Nothing contained in Our Terms and Conditions shall affect any statutory rights which You may be entitled to as a consumer.

## 11 YOUR DATA

- 11.1 By submitting your personal data, you agree to us processing that data in order to administer the competition in accordance with our [privacy statement](#), which forms part of these Terms and Conditions. We will comply with all applicable requirements of the General Data Protection Regulation when processing your personal data.

## 12 GOVERNING LAW

- 12.1 These Terms and Conditions are governed by and construed in accordance with English Law and shall be subject to the non-exclusive jurisdiction of the English Courts.

## 13 ENQUIRIES

- 13.1 For all enquiries, comments, feedback or further information please contact [OutdoorMediaAwards@ClearChannel.co.uk](mailto:OutdoorMediaAwards@ClearChannel.co.uk)
- 13.2 All enquiries regarding the Competition must be received within 28 days of the closing date of the Competition, as set out in Clause 3.1.