

## Terms and Conditions: Ed and Bunny Book Competition

Young Enterprise is organising a book competition to give children the chance to have their idea for a new character appear in the next Ed and Bunny book (the "Competition").

- 1. The Competition is promoted and operated by Young Enterprise, The Coram Campus, 41 Brunswick Square, London, WC1N 1AZ. Young Enterprise is limited by guarantee no. 712260, registered charity no. 313697. You can contact us via: <a href="mailto:info@y-e.org.uk">info@y-e.org.uk</a> for any questions in relation to the Competition or these terms and conditions. The Competition is launched through Money Heroes, an award-winning free programme from Young Enterprise, supported by HSBC UK, seeking to transform financial education for primary school children or those at a learning age of 3-11 years old.
- 2. In these terms and conditions "YE", "We", "Us" or "Our" means Young Enterprise (registered company number 712660; registered charity number 313697) and "You", "Your", or the "Organisation" means the primary school or other educational establishment that submits entries to the Competition, "Entrant" means any child or young person who enters the competition. "Parent" means a parent or guardian of the Entrant.
- 3. The Competition is open to Entrants who are residents of the United Kingdom aged between 5 and 11 years (inclusive) on the closing day for entries. Entries from outside the UK will not be considered. YE may require Entrants to provide proof of age to confirm they are eligible to enter the Competition. YE reserves the right to refuse entry or refuse to award the prize to anyone if there is any reason to believe that there has been a breach of these terms and conditions.
- 4. Entry to the Competition is free of charge subject to the Entrant's Organisation registering for a free account on the <u>Money Heroes website</u>.
- 5. Parent's permission is required for the Entrant to agree to the terms and enter the Competition.
- 6. You shall ensure that the Parent of each Entrant has provided express consent for the Entrant to enter into the Competition and for the Entrant's personal information to be provided to and used by YE in accordance with the YE Privacy Policy. You shall ensure that a record of such consents is maintained by You during the Competition and for a reasonable period of time thereafter. YE reserves the right to audit such records at any time upon reasonable notice and, if required by YE, You shall be obliged to provide copies of any and all consent forms reasonably required by YE within 48 hours of any such request.
- 7. Insofar as is permitted by law, We will not be responsible for any claims made by an Entrant and/or their Parents or guardians that allege any Entries were affected and/or



personal data (including, but not limited to work or photographs) were uploaded without the appropriate consents.

- 8. The Competition is not open to employees (or members of their immediate families) of YE who are professionally connected with the Competition or its administration.
- 9. To enter the Competition, Organisations will need to provide YE with the name, age, and school/educational establishment name of the Entrant and submit one official entry form per Entrant through a teacher/trainer/facilitator at an Organisation. The teacher/trainer/facilitator must provide YE with details of the Entrant's school or other educational establishment, as well as their own name, school address, school telephone number and school email address. YE will only use Entrants' and teacher/trainer/facilitator personal details for the purposes of administering the Competition.
- 10. By entering the Competition, Entrants acknowledge that their personal data will be used by YE or its agents and suppliers for the purposes outlined in these Terms and Conditions to administer the Competition and contact them about their Entry to the Competition and the purposes set out in the <u>YE Privacy Policy</u>.
- 11. Only one Entry will be accepted per Entrant.
- 12. Entries must be 2D and submitted via the official entry form via the submission link <u>here</u>. Postal submissions will not be accepted.
- 13. Entries can be in black or white or in colour and must include a drawing of the character and a short biography. In order to qualify for judging, all Entries must contain the full Entrant name, age and school/educational establishment name, written clearly at the top.
- 14. Entrants will be eligible to submit their Entry to one of three age categories depending on their age at the time of Entry, either:
  - Category 1 (aimed at children in Year 1 and Year 2 (England/Wales) or P2 and P3 (Scotland));
  - Category 2 (aimed at children in Year 3 and Year 4 (England/Wales) or P4 and P5 (Scotland)); and
  - Category 3 (aimed at children in Year 5 and Year 6 (England/Wales) or P6 and P7 (Scotland)).
- 15. The Competition will commence at 12.00pm on Monday 23rd September 2024 and close at 11:59pm on Friday 30th April 2025. All valid Entries received before the closing date will be considered by the judges.



- 16. Entries from each of the three categories will be shortlisted from all entries by our Young Enterprise staff team in accordance with and subject to the criteria set out in the Competition Guidelines provided. The final shortlisted Entries will be judged by the Ed and Bunny book's author Matt Carr. The judges will assess ideas, creativity and originality when judging Entries. The judges' decision is final. No correspondence between judges and Organisations or Entrants will be entered into.
- 17. Winning Entrants will be notified by September 26 2025, using the telephone number and email address provided on the entry form. Please make sure these are correct. If any winner cannot be contacted after reasonable attempts have been made, YE reserves the right to select another winner. Winners have 28 days to respond and confirm their prize acceptance. If no response is received YE will select a replacement winner from the remaining eligible Entries in accordance with the process described above (and that winner will also have 28 days to respond to their notification).
- 18. Insofar as is permitted by law, no responsibility or liability can be accepted for any entries lost, delayed or mislaid for any reason whatsoever. Proof of sending is not proof of receipt.
- 19. All Competition Entries submitted to YE will become the property of YE on receipt and will not be returned. If Entrants would like to keep the original artwork, they are asked to submit a copy as their Entry.
- 20. By submitting a Competition Entry and any accompanying material, Entrants agree to:
  - a. and hereby grant to YE a non-exclusive licence to use all intellectual property rights in the Entry for all purposes associated with the Competition (including reproducing the Entry in any advertising or promotional material relating to the Competition); and b. surrender and waive all moral rights (including the right to be identified as author of the Entry and the right to control modifications to and destruction of the Entry) in and to the Entrants' Competition Entry and otherwise arising in connection with the Entry to which the Entrant 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.
- 21. You and each Entrant warrant and agree that:
  - a. so far as You are aware the Entrant named on the Competition entry form that makes up each Entry are (and will be) the sole creator and author of that Entry;
  - b. the Entrants have the right to make the Entry to and for all purposes of the Competition;
  - c. the Entry will not infringe upon, misappropriate or otherwise violate any third party intellectual property right or proprietary right including, without limitation, any registered or unregistered trademark, copyright, design rights or patent, nor any privacy rights, moral rights nor any other rights of any person or entity; and



- d. the Entry does not contain any content which violates or infringes upon the rights of others, which is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane, indecent or otherwise objectionable, which encourages conduct or is conduct that would constitute a criminal offence, gives rise to civil liability or otherwise violates any applicable law.
- 22. Subject to YE's Privacy Policy (<u>available here</u>), winning Entrants may be required to take part in promotional activity and YE reserves the right to identify the names, schools and towns of winners, their photographs and audio and/or visual recordings of them in any publicity related to the Competition and winning Entrants may be invited to take part in television or other media campaigns.
- 23. There will be two rounds in the Competition. Round 1 comprises of five winners in each category referred to in paragraph 13, and each winner will each receive  $1 \times £50$  book token. The fifteen winners in total will progress through to Round 2 where there will be one single prize awarded the designed character will feature in the new Ed and Bunny Book written and illustrated by Matt Carr, and a copy of the original winning designed character will be included in the back of the book only. Matt Carr's illustration of the winning designed character within the story will be his own interpretation of the winning character in his own style, so it is in keeping with the style and illustration of the whole book. The winner's Organisation will also receive an author visit from Matt Carr.
- 24. Prizes are not negotiable and cannot be transferred or changed.
- 25. Prizes for Organisations will not be awarded or transferable to individuals.
- 26. No part of the non-cash prizes is exchangeable for cash or any other prize.
- 27. If an advertised prize is not available, we reserve the right to offer an alternative prize of equal or greater value.
- 28. Insofar as is permitted by law, YE, its agents or distributors will not in any circumstances be responsible or liable to compensate the winner or accept any liability for any loss, damage, personal injury or death occurring as a result of taking up the prize except where it is caused by the negligence or fraud of YE, its agents or distributors or that of their employees. The Entrant's legal rights are not affected.
- 29. By entering the Competition, You agree to indemnify, defend and hold harmless YE and its respective affiliated companies and all of its respective past and present officers, directors, employees, agents and representatives from and against any and all claims, expenses, and liabilities (including legal fees), including but not limited to negligence and damages of any kind to persons and property, defamation, infringement of trademark,



copyright, design right or other intellectual property rights, property damage, or death or personal injury arising out of or relating to Your Entries or participation in the Competition.

- 30. You shall be responsible for the health and safety of all Entrants and compliance with all relevant legal requirements.
- 31. YE reserves the right to hold void, amend, suspend or cancel the Competition where it becomes necessary to do so.
- 32. Winners' names will be available on request from 26 September 2025 to 31st October 2025 from YE by emailing <a href="mailto:info@y-e.org.uk">info@y-e.org.uk</a>.
- 33. These terms and conditions are to be read in conjunction with YE's Privacy Policy, available here.
- 34. The laws of England and Wales apply to these terms and conditions, although if you are resident elsewhere you will retain the benefit of any mandatory protections given to you by the laws of that country. All disputes will be subject to the non-exclusive jurisdiction of the courts of England and Wales. This means that you can choose whether to bring a claim in the courts of England and Wales or in the courts of another part of the UK in which you live.
- 35. A person who is not a party to these terms and conditions has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these terms and conditions.
- 36. Entry will be deemed as acceptance of these terms and conditions.