

CIN AWARDS 2010 – terms and conditions

1 Interpretation

1.1 In these terms and conditions (“the CIN Awards Terms”), the following words will (unless the context requires otherwise) have the following meanings:

“Awards”	the CIN Awards 2010;
“CIN”	Creative Industries Network of 28 Ashbourne Road, Derby DE22 3AD, registered company number 05117502;
“CIN Logo”	the CIN logo comprising a heart and the words ‘CIN’;
“Criteria”	the criteria on which the winners of the Awards will be decided, as set out on the Website at www.creative-cin.co.uk/awards_criteria.php ;
“Entrant”	persons (including individuals and/or limited companies) wishing to enter the Awards by making Submissions;
“Entry Fee”	the fees paid by an Entrant under clause 2.4 to enter the Awards;
“Event”	the event at which the result of the Awards will be announced, to be held on 21 September 2010 or such other date as CIN, at its discretion, decides;
“Judge”	a person appointed by CIN to judge any or all of the categories included in the Awards;
“Online Application Form”	the form in which Submissions must be made, located on the Website at http://www.creative-cin.co.uk/awards_entryform.php ;
“Submission”	a submission to enter to the Awards by an Entrant on the CIN Awards Terms;
“Supporting Material”	any and all text, images and other material provided by an Entrant to CIN in connection with its Submission, whether in paper, electronic form, CD/DVD, or other form;
“Website”	CIN’s website at http://www.creative-cin.co.uk

2 Submission of entries

- 2.1 Entries shall be submitted through the Online Application Form only, except with the prior written approval of CIN.
- 2.2 The Entrant will comply with all rules and instructions set out in the Online Application Form and acknowledges and accepts that all Submissions are made in accordance with and subject to the CIN Awards Terms.

2.3 The fee payable by the Entrant in respect of each Submission will be:

2.3.1 £50 for a non-member of CIN;

2.3.2 £25 for a member of CIN

and shall be payable in the course of the Entrant's completion of the Online Application Form.

2.4 The Entrant acknowledges and accepts that Submissions may only be based on work created created and/or developed to completion after 31 August 2007.

3 Supporting material

3.1 Entrants shall have the opportunity to provide Supporting Material, which will be submitted on the Online Application Form unless an alternative method of providing the Supporting Material is agreed by CIN at its discretion.

3.2 The Entrant warrants that the Supporting Material is the property of the Entrant and will not infringe the rights (including, without limitation, rights in design, copyright or trade marks, whether registered or unregistered) of any third parties.

The Entrant acknowledges and accepts that the Supporting Material will be used by CIN for all purposes in connection with the Awards (including as set out in clause 6) and grants CIN the right to make copies of and/or publish the Supporting Material, or extracts thereof, for those purposes.

3.3 The Entrant acknowledges and accepts that CIN will not return Supporting Material to the Entrant except with express prior arrangement and approval by CIN (such approval to be granted at CIN's sole discretion).

3.4 The Entrant acknowledges and accepts that CIN shall not be responsible for the security, safe-keeping, integrity or return of any Supporting Material it submits.

4 Judging

4.1 The winners of each category of the Awards will be selected by the Judges, on the basis of the Criteria.

4.2 The Entrant acknowledges and accepts that the decisions of the Judges are made independently, are final, and may not be challenged.

4.3 Upon completion of the Awards, neither CIN nor the Judges shall be under any obligation to provide to an Entrant any information regarding the process by which the judging of the Awards took place, including the identity of the Judges involved in the decision or the factors which influenced each decision.

5 Notification of shortlisted winners

5.1 If an Entrant is shortlisted to win a category in the Awards, CIN shall provide notification that this is the case and shall provide such information as is reasonably required in relation to the attendance of the Entrants and its guests at the Event.

5.2 If an Entrant is not successful in being shortlisted, CIN shall send notification that this is the case but shall not be under any obligation to give reasons of the failure of such Entrants to be shortlisted as a potential winner.

6 CIN's rights

- 6.1 CIN is responsible for organising and promoting the Event. The Entrant acknowledges and accepts that CIN will organise and promote the Event in such manner as CIN, in its sole discretion, sees fit, including (without limitation) in relation to judging, format, presentation, and publication of the Awards following the Event.
- 6.2 By making a Submission, the Entrant grants to CIN the right and licence to use the Entrant's name (and logo, if applicable) and the Supporting Material in connection with the Awards, including (without limitation) the right and licence to print and publish the Supporting Material and/or extracts thereof (such extracts to be selected at CIN's discretion) for all purposes connected with the Awards, at all times.
- 6.3 CIN will have the right to extend the deadline for Submissions for any reason considered by CIN at its sole discretion to be beneficial to the Awards.
- 6.4 CIN will have the right to remove a category from the Awards if CIN considers, at its sole discretion, would be beneficial to the Awards or to the Event.

7 Use of the CIN Logo

- 7.1 The Entrant acknowledges and agrees that CIN is and will remain the owner of the CIN Logo (and of any and all logos used in connection with the Awards), and that the Entrant will not acquire any title, rights or interest in the CIN Logo (or in any other logo used by CIN in connection with the Awards) or associated goodwill as a result of its involvement in the Event.

8 Warranty and indemnity

- 8.1 The Entrant warrants and represents that its name, logo, and all material, text, or images provided by the Entrant to CIN in connection with the CIN Awards, are the property of the Entrant and will not infringe the rights (including, without limitation, rights in design, copyright or trade marks, whether registered or unregistered) of any third parties.
- 8.2 The Entrant warrants and represents that the work on which its Submission is based was created and/or developed to completion after 31 August 2007.
- 8.3 The Entrant indemnifies CIN, and will keep CIN indemnified, against liability arising from any claim that the use by CIN of the Entrant's name, logo, and all Supporting Material infringe the rights (including Intellectual Property Rights) of any third party.
- 8.4 An entrant shall be liable for any breach or infringement of copyright or other laws in the use of any materials, text or other things in or in connection with any entry and shall indemnify the Awards organisers for any liability, cost, claim or expense incurred by them as a result of any breach or infringement.

9 Limitation of liability

- 9.1 This clause 9 sets out CIN's entire financial liability (including any liability for the acts or omissions of CIN's employees, agents and sub-contractors) to the Entrant in respect of the Awards.
- 9.2 Nothing in this Agreement limits or excludes CIN's liability for:
- 9.2.1 death or personal injury resulting from CIN's negligence;
 - 9.2.2 any matter which it would be illegal for CIN to exclude or attempt to exclude CIN's liability; or

9.2.3 any damage or liability incurred by the Entrant as a result of CIN's fraud or fraudulent misrepresentation.

9.3 Subject to condition 9.2, CIN shall not be liable for loss of profits, loss of business, depletion of goodwill and/or similar losses, loss of anticipated savings, loss of goods, loss of contract, loss of use, loss or corruption of data or information, or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses caused in connection with the Awards or the Event, including (without limitation) as a result of:

9.3.1 the cancellation of the Awards or of the Event;

9.3.2 the removal of a category from the Awards or from the Event;

9.3.3 any decision of the Judges;

9.3.4 any loss of or damage to data submitted to CIN in connection with the Awards;

9.3.5 any loss of or damage to Supporting Material provided to CIN;

9.3.6 unavailability of the Website or of the Online Application Form.

9.4 CIN's total liability to the Entrant in connection with the Awards shall be for direct losses only and shall be limited to a refund of the Entry Fee.

10 Force majeure

10.1 CIN shall not be in breach of this Agreement if it changes, postpones, or cancels the Event for any reason beyond its control, including (without limitation) by any act of God, fire, cancellation or postponement of the Event for any reason outside CIN's control, absence of entries considered in the discretion of CIN to be insufficient, act of government or state, war, terrorism, civil commotion, insurrection, embargo or other supplies, labour disputes of whatever nature.

11 Entire agreement

11.1 The CIN Awards Terms contain the entire agreement between the parties with respect to the Awards, and supersede all previous agreements and understandings between the parties with respect to it (including understandings of the Entrant arising from or in connection with promotional material or presentations that pre-date the CIN Awards Terms).

12 Governance

12.1 The Awards, and the CIN Awards Terms shall be governed and construed by the laws of England and Wales and the parties hereby irrevocably agree to submit to the exclusive jurisdiction of the English court