

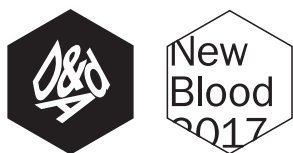
Terms & Conditions 1/3

The contest is organised by D&AD, registered offices 64 Cheshire Street, London, E2 6EH. By entering the contest entrants agree to comply with these terms and conditions.

Eligibility Criteria

Anyone between 18 and 23 years of age inclusive on 1 January 2017 can enter the New Blood Awards. They are also open to students and recent graduates of any age. Student entrants must be enrolled on a recognised full or part-time higher education level course, anywhere in the world, on 1 January 2017. To enter as a recent graduate, entrants need to have graduated from a recognised course on or after 1 January 2015. **Entrants for the Desperados brief MUST be aged 18 or over at the date of entry.**

For enquiries relating to the D&AD New Blood Awards email newblood@dandad.org or telephone: +44 (0)20 7840 1111.



1 Entering the Contest

- 1.1 Entry is open to individuals working alone or groups of up to five persons working as a team.
 - 1.1.1 All members of a team must fit the eligibility criteria outlined at left.
 - 1.1.2 If a team of more than five enter, D&AD cannot guarantee that all entrants will receive prizes or be included in credits.
- 1.2 Entrants should register on the D&AD Site (www.dandad.org/new-blood-awards), download a brief, generate a response to that brief ("the Response") and submit their work digitally in accordance with the deliverables as laid out in their chosen brief and in the accompanying 'Preparing Your Entries' document. All team members and tutors involved with the entry project must also register on the D&AD Site and be added to the entry credits at the point of entry.
- 1.3 Entrants can download and respond to as many briefs as they wish; they may also submit more than one Response per brief. Each Response is considered a separate entry and will need to be accompanied by the relevant fee.
- 1.4 All Responses must be the original work of the entrants. Responses must not infringe the intellectual property rights of any third party. Entrants who incorporate any images, writing, music, or other creative material belonging to someone else must obtain the other party's permission. By submitting a Response, entrants warrant that they have procured the necessary consents, licenses, and other such authorisations from any third parties.

- 1.5 Entrants may be asked to evidence their ownership of the Response and should keep dated records of all working materials. Entrants release, indemnify and hold harmless all sponsors and sponsor affiliates and their agents, representatives, officers, managers, directors, members, shareholders and employees from and against any injuries, losses, damages, claims, actions and any liability of any kind (other than for death, personal injury, fraud or other liabilities that cannot be limited at law) resulting from or arising from the contest and any prize given in respect of the contest. The entry fee must be paid for every submitted Response. In order to qualify for the discounted entry rate for D&AD Education Network Members, no membership fees should be outstanding at the time of entry.
- 1.6 All Entries must be submitted via our online entry system. Physical work may be submitted as optional supporting material only.
- 1.7 D&AD accepts no responsibility for lost or undelivered entry material. Proof of postage does not guarantee that work has been received by D&AD.
- 1.8 In order to assist D&AD in promoting the winning work after judging, all entrants are asked to provide or confirm credits for each entry at the point of entry. These must include:
 - (a) Full names of entrant(s), including all team members
 - (b) Full names of tutor(s) (as applicable)
 - (c) The name of their college or university (as applicable)

- 1.10 Contact details of winning entrants may be passed to sponsors, partners or other industry contacts at D&AD's discretion, in order to help promote the winning work and deliver prizes.
- 1.11 All entry data and relevant contact details of Belgian Responses may be passed to Creative Belgium (www.creativebelgium.be), a partner organisation of D&AD, and may be submitted into Creative Belgium's Young Talent Award. A 'Belgian Response' is defined as Responses from institutions in Belgium, Responses from teams or individuals with Belgium indicated as their country of origin in their D&AD registration data, or Responses for which the entry fee has been paid by Creative Belgium. Winning the Creative Belgium Young Talent Award does not constitute and is not equivalent to being awarded in the New Blood Awards.
- 1.12 All entry data and relevant contact details of Portuguese Responses may be passed to CCP (Clube Criativos de Portugal, website clubecriativos.com), a partner organisation of D&AD, and may be submitted into CCP's New Talent Award. A 'Portuguese Response' is defined as Responses from institutions in Portugal, or Responses from teams or individuals with Portugal indicated as their country of origin in their D&AD registration data. Winning the CCP New Talent Award does not constitute and is not equivalent to being awarded in the New Blood Awards.

- 1.13 All entries must be created, uploaded and paid for by the closing deadline, Wednesday 22 March 2017 at 5pm GMT. Any physical supporting material must also reach the delivery address by 5pm on Wednesday 29 March 2017.
- 1.14 D&AD is under no obligation to refund payments made for either individual Entries or groups of Entries. Under the circumstance of technical error it is at the discretion of D&AD to refund payments.

2 Sponsors' Logos and Names

- 2.1 Sponsors may submit their own branding or that of the sponsors' clients for the purpose of inviting Responses. All rules (including the relevant sponsors' terms and conditions) relating to the sponsors' branding apply equally to the sponsors' clients' branding.

- 2.2 All sponsors operate strict controls on the use of their names, trademarks and logos. Any misuse of sponsor brands by an entrant will lead to the disqualification of all that entrant's Responses and may expose the entrant and D&AD to legal liability and subsequent legal claims.
- 2.3 By submitting a Response, entrants agree to use the sponsor branding only in accordance with these terms and conditions, and any prevailing sponsors' terms and conditions.
- 2.4 The sponsors permit entrants to use the submitted branding for the sole purpose of responding to the brief sponsored by that sponsor.
- 2.5 Entrants may:
- 2.5.1 only use sponsor branding on Responses submitted to the D&AD New Blood Awards 2017;
- 2.5.2 include a submitted Response in their personal portfolio after the winners have been announced, in exactly the same format as that submitted to the D&AD New Blood Awards 2017.
- 2.6 Entrants must not:
- 2.6.1 use sponsor branding on any other material or for any other purpose;
- 2.6.2 upload their submitted Response to any online location before the winners have been announced, whether as part of an open or access-restricted site, unless all sponsor branding is first removed from the uploaded version of the Response;
- 2.6.3 denigrate sponsors or sponsor branding, subject sponsor branding to derogatory treatment or otherwise bring the sponsor and /or its brands into disrepute;

- 2.6.4 do anything to suggest that the entrant is endorsed by, associated with or otherwise affiliated with the sponsor;
- 2.6.5 provide or make available sponsor branding to any third party for any purpose.
- 2.7 For the avoidance of doubt, the sponsors for the D&AD New Blood Awards 2017 are as listed on www.dandad.org/new-blood-awards and detailed on the individual briefs.
- 2.8 For the avoidance of doubt, the sponsor clients for the D&AD New Blood Awards 2017 are as detailed on the individual briefs.
- 2.9 Entrants who submit a Response that contains any trademark or logo, or other branding other than those specifically submitted by the sponsors, may be asked to re-submit their work without such branding.
- 3 Ownership of Your Work**
- 3.1 Entrants retain ownership of their Responses submitted into the contest, but where such work incorporates sponsor branding entrants may only use the work in accordance with the sponsor brand terms and conditions and guidelines. Entrants may remove sponsor branding from their Responses, after which they may use such Responses at their own discretion.
- 3.2 By submitting a Response, entrants grant D&AD and the relevant sponsor a non-exclusive licence for the duration of copyright protection under English law to reproduce or distribute a reproduction of their entry in all media in order to promote, or act as a historical record of, the D&AD New Blood Awards or D&AD as an organisation or a sponsor's involvement with the D&AD New Blood Awards; or as part of any D&AD publication (whether

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online or offline). In particular entrants should also review the sponsors' brand guidelines terms and conditions for the relevant terms affecting the grant of such licence. Entrants agree that, should a sponsor wish to develop or use a Response for commercial purposes, the entrant will enter into negotiations with that sponsor to agree terms for such development or usage before negotiating with any other party in relation to the Response. We refer to this as the First Negotiation Agreement. The First Negotiation Agreement will remain in operation from the date of submission of a Response until one week after the New Blood Awards Ceremony. Initial contact between entrants and sponsors will be facilitated by D&AD only. Entering into a First Negotiation Agreement does not constitute a guarantee that either party will reach a final agreement. In particular entrants should also review the sponsors' terms and conditions for the relevant terms affecting the right of usage of material.

D&AD advises all entrants to obtain independent legal advice in respect of any agreements being discussed between sponsor and entrant.

Judging the Contest

D&AD will appoint a jury that shall be composed of judges who, in D&AD's sole discretion, have the appropriate qualifications to judge the work. Responses will be considered in accordance with D&AD's selection criteria. These are:

- (a) An excellent creative idea;
- (b) Great craft or execution;
- (c) Answers the brief.



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- 4.2 Each jury will award a select number of the Responses whom the jury considers, in its sole discretion, to be the best Responses. The Award levels are as follows:
- (a) New Blood Wood Pencil: A shortlist of Responses to act as a record of the best work submitted for each brief.
 - (b) New Blood Graphite Pencil: Chosen from the New Blood Wood Pencil Winning Responses.
 - (c) New Blood Yellow Pencil: Chosen from the New Blood Graphite Pencil Winning Responses.
 - (d) New Blood White Pencil: Responses which demonstrate excellence in terms of positive social impact on top of meeting the standard judging criteria; chosen from all Winning Responses across all Award levels and briefs.

- (e) New Blood Black Pencil: The best of all Responses, chosen from the New Blood Yellow and White Pencil Winning Responses across all Briefs.
- 4.3 The jury is not limited in the number of Responses it can award, and similarly there is no guarantee that a jury will grant an award for a brief, if they do not feel that work is of the standard required.
- 4.4 The jury has the right to edit pieces submitted as part of a Response and to ask for only certain parts of the Response to be displayed or promoted.
- 4.5 General feedback will be gathered from the jury, and may be made available to view on the D&AD website when the winners are announced. Individual feedback will not be available.
- 4.6 If D&AD is made aware of any concerns that a Response does not constitute the original work of the entrant, then in the first instance, D&AD will contact the entrant and creditees and will ask for copies of any notes, drawings or other material which may evidence the entrant's assertion to be the creator of the work. Where possible, D&AD will consider the evidence gathered and decide whether to allow the Response to remain within the contest or to remove it. D&AD's decision is in its sole discretion and is final.

5 Prizes

- 5.1 The prizes to be awarded are as follows:
 - (a) New Blood Wood Pencil: Name included in the D&AD Annual, winning work featured on the D&AD website, eligibility to apply for a place on the New Blood Academy.

- (b) New Blood Graphite Pencil: As New Blood Wood Pencil
- (c) New Blood Yellow Pencil: As New Blood Graphite Pencil, plus winning work featured in the D&AD Annual.
- (d) New Blood White Pencil: As New Blood Yellow Pencil.
- (e) New Blood Black Pencil: As New Blood Yellow Pencil, plus £2,000 cash prize (to be shared among all New Blood Black Pencil winners).
- 5.2 Pencil winners will be eligible to apply for a portion of a travel and accommodation fund of £15,000 to support attendance of the New Blood Academy or Awards ceremony. Allocation of funding to winner is at the sole discretion of D&AD who retain the right to devise and apply criteria to the selection process. The decision of D&AD is final.
- 5.3 In addition to the above, further prizes may be listed on the New Blood Awards page on the D&AD Site.
- 5.4 Any further prizes relating to specific briefs are at the discretion of the sponsor and dependent on the suitability of winning Responses. These prizes cannot be guaranteed.

6 Returns of Materials

- 6.1 Physical supporting materials will only be returned if a return request was made by emailing newblood@dandad.org before Wednesday 29 March 2017.
- 6.2 Where a return has been requested, entrants will be contacted by D&AD after judging to arrange the date, time and method of return.

- 6.3 In the event that the return of material is not requested at the time of entry, the work will be stored by D&AD until no longer required for judging, or for the promotion and display of winning work. After this time, it will be destroyed or recycled where appropriate.
- 6.4 In the event that a return is requested, but the entrant does not collect or arrange collection of their work when contacted by D&AD, the work will be stored for 30 days from the date the entrant was contacted. After this time, it will be destroyed or recycled where appropriate.
- 6.5 D&AD is unable to guarantee the safety of work entered and is unable to accept responsibility for the loss or damage of entries received. D&AD advises all entrants to retain a copy of their work for their portfolio.

7 General points

- 7.1 D&AD reserves the right to make changes to these Terms and Conditions, if necessary, from time to time.
- 7.2 The Terms and Conditions are subject to English law and any dispute that is not resolved by consultation between the parties shall be referred to the courts of England and Wales.

