

The New Blood Awards 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.

Entry Period

The contest opens for entry in January 2022 and closes at 5:00pm (UK time) on Tuesday 22 March 2022.

Eligibility Criteria

Anyone aged 18 and over on 1 January 2022 can enter the New Blood Awards without significant experience in a paid **creative role** (see below). The awards are also open to students who are aged 18 and over on 1 January 2022. Student entrants must be enrolled on a recognised full or part-time higher education level course, anywhere in the world, on 1 January 2022.

If you are not entering as a student, you must not have worked in a paid **creative role** for a **cumulative** period of one year or more as at the date of entry. For example, one year's cumulative experience can be gained over a longer period of time, such as four x three month paid placements or two x six month paid placements.

A **creative role** is defined as a position where the entrant is employed in any type of creative role (including strategists) such as: copywriter, art director, graphic designer, etc. for a creative organisation. This includes paid placements. Entrants may still enter if they work (or have worked) for a creative company in a non-creative role. If you have worked as a freelancer, this means you must not have made the majority of your income from a creative role for the equivalent of one year or more.

Entrants for the Chivas Regal brief **MUST** be of legal drinking age or over in their country of residence on the date D&AD receive your entry.

The Disney brief has specific terms and conditions relating to intellectual property which can be found under section 4. *Entering the Disney brief*. By entering the Disney brief you are agreeing to these additional terms and conditions.

Not eligible: Even if they meet the above criteria, the following persons are not eligible to enter the contest: (i) any individual employed or engaged by D&AD or any of its associated companies; (ii) members of the immediate family and/or household (whether related or not) of any of those individuals; and (iii) anyone else professionally involved or associated with the operation, promotion or administration of the New Blood Awards 2022.

1. Entering the Contest

1.1 Entry is open to individuals working alone or groups of up to five persons working as a team.

1.2 All members of a team must fit the Eligibility Criteria outlined above.

1.3 If a team of more than five enter, D&AD cannot guarantee that all entrants will receive prizes or be included in credits at events and in publications. In this event, the key creatives in the team (as nominated by the team) will be prioritised.

1.4 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"). Entrants must submit their work digitally in accordance with the deliverables as laid out in their chosen brief and in the accompanying 'Preparing Your Entries' document. Entrants must ensure they submit their Response within the Entry Period.

1.5 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.

1.6 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.

1.7 All Responses must be the original work of the entrants and must not be copied wholly or substantially from another source. Responses must not infringe the rights, including the intellectual property rights, of any third party. Entrants who incorporate any images, writing, music, video, animation, sound, or other creative material belonging to or featuring someone else must obtain permission from the other party (or their parent or legal guardian if a minor). The entrant must provide a copy of any written consent if requested by D&AD. By submitting a Response, entrants warrant (i.e. guarantee) that they have procured the necessary consents, licenses, and other such authorisations from any third parties. Entrants may be asked to evidence their ownership of the Response and should keep dated records of all working materials.

1.8 Responses must not be, or contain any material which is or may reasonably be considered to be, threatening, defamatory, obscene, indecent, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, inflammatory, in breach of confidence or otherwise unlawful.

1.9 The entry fee must be paid in full before the end of the Entry Period 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.

1.10 Entries must be submitted by a member of the entering team to allow individuals to be credited accurately.

1.11 All Entries must be submitted via our online entry system. Any digital file uploaded or otherwise supplied to D&AD must not include or contain any code of a malicious, destructive or disruptive nature (including malware or spyware).

1.12 D&AD accepts no responsibility for lost or undelivered entry material. Proof of uploading of digital files does not guarantee that work has been received by D&AD.

1.13 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:

1.14 Full names of entrant(s), including all team members

1.15 Full names of tutor(s) (as applicable)

1.16 The name of their college or university (as applicable)

1.17 By submitting your Response, you and your team members each individually consent to your contact details being passed to sponsors, partners or New Blood Awards Judges at D&AD's discretion in the event the Response wins an award, in order to help promote the winning work, deliver prizes and help with the operational running of the awards.

1.18 By entering the contest, entrants agree that if they win an award they will take part in reasonable publicity connected with the awards if so requested, and that D&AD is entitled (but not obliged) to use the winner's name, image and entry in connection with such publicity.

1.19 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, or Responses from teams or individuals with Belgium indicated as their country of origin in their D&AD registration data.

1.20 Winning the Young Talent Award does not constitute and is not equivalent to being awarded in the New Blood Awards.

1.21 All entries must be created, uploaded and paid for by the closing deadline, Tuesday 22 March 2022 at 5pm GMT.

1.22 D&AD is under no obligation to refund payments made for either individual entries or groups of entries. In the event of a technical error D&AD may refund payments, at its absolute discretion.

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' brand guidelines) 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' brand guidelines.

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 2022;

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 2022 with a supporting statement that declares that the work was made in response to a New Blood Awards brief and was not commercially released.

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 2022 are as listed on the brief pages of www.dandad.org/new-blood-awards.

2.8 For the avoidance of doubt, the sponsors' clients for the D&AD New Blood Awards 2022 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's brand 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 online or offline). In particular entrants should also review the sponsors' brand guidelines for the relevant terms affecting the grant of such licence.

3.3 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.

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

4. Entering the Disney Brief

By submitting a Response to the Disney brief for the 2022 New Blood Awards Entrants agree to and acknowledge the following:

4.1 Entrants acknowledge that Disney engages in extensive activities in creating, acquiring and developing concepts, designs, literary, artistic and other material, including stories, ideas, suggestions, themes, plots, titles and concepts which may have originated or may have been acquired from Disney's own employees or other third parties and may duplicate or resemble elements of the Ideas.

4.2 There is no agreement between the Entrant and Disney, express or implied, relating to Disney's use or failure to use the

Ideas and Disney is not obligated to enter into any agreement to produce, distribute or exploit the Ideas.

4.3 Entrants agree that any and all intellectual or other property (in the Disney reference pack or otherwise) that Disney supplies to them as part of their involvement in this competition, and any material produced, derived or resulting from such material, in whatever stage of completion, is and remains the sole and exclusive property of Disney. Entrants understand that Disney grants to them a limited license to use such material only to the extent necessary to submit their Ideas and to include the Ideas in and Entrant's personal portfolio in exactly the same format as that submitted to the D&AD New Blood Awards 2022.

4.4 Entrants warrant that they have full power and authority to submit the Ideas to Disney and D&AD, that Entrants have the exclusive right to grant all rights in the Ideas, and Entrants are bound to adhere fully to the terms and conditions provided herein and to use their best efforts to procure that all other parties claiming under or through them do likewise.

4.5 Entrants recognise that no examination of the Ideas has been carried out by Disney or on Disney's behalf nor have any further copies of the Ideas been made by Disney, at any time during the period prior to entering the New Blood Awards 2022.

4.6 If a First Negotiation Agreement (see term 3.3) is reached regarding an Entrant's Ideas, any compensation will be subsequently agreed upon in writing; no compensation will be due to the Entrant unless and until this written agreement is in place.

4.7 If any provision of this agreement is deemed to be wholly or partly invalid, this shall not invalidate the remainder of the agreement. Instead, the partly or wholly invalid provision shall be replaced by another provision which comes as close as possible to the purpose of said wholly or partly invalid provision.

4.8 Entrants agree that they have read and understand the terms outlined in the New Blood Awards 2022 Terms and Conditions and no oral representations of any kind have been made to them and these terms and conditions state their entire understanding with reference to the subject matter hereof. Any modification or waiver of any of the provisions of the terms and conditions must be in writing and signed by both the Entrant and Disney.

5. Judging the Contest

5.1 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

to judge the work. All eligible Responses will be considered in accordance with D&AD's selection criteria. For all briefs, except the UsTwo brief, these are:

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

The judging criteria for the Ustwo brief is as follows:

- (a)** A great idea that the judges wish they could play
- (b)** Well executed and easy to understand;
- (c)** Answers the brief.

5.2 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 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 impact on top of meeting the standard judging criteria; selected from all Winning Responses across all Award levels and Briefs.
- (e)** New Blood Black Pencil: The best of all Responses, selected from the New Blood Yellow and White Pencil winners across all Briefs.

5.3 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 in a category, if they do not feel that work is of the standard required.

5.4 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.

5.5 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.

5.6 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 will ask for copies of any notes or drawings which evidence the entrant's assertion to be the creator of the work. D&AD will also contact credited tutors for further information. 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.

5.7 The judges' decision is final and cannot be appealed.

6. Prizes

6.1 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, and additional prizes
- (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).

6.2 In addition to the above, further prizes may be listed on the New Blood Awards page on the D&AD Site: www.dandad.org/new-blood-awards.

6.3 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.

7. Return of Materials

7.1 Physical supporting materials will not be accepted in the 2022 New Blood Awards. All entries must be made digitally (see condition 1.11 above)

7.2 D&AD reserves the right to vary, suspend or cancel the 2022 New Blood Awards if it considers it necessary or appropriate to do so, including if there is any actual or anticipated breach of applicable law or if variation, suspension or cancellation is necessary due to an event outside D&AD's reasonable control. In the event of cancellation, the judges may select winners from the Responses received prior to cancellation.

8. General Points

8.1 D&AD reserves the right to make changes to these Terms and Conditions, if necessary, from time to time.

8.2 The Terms and Conditions are subject to English law and any dispute that is not resolved by consultation between the parties shall be subject to the exclusive jurisdiction of the courts of England and Wales.

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