

TERMS AND CONDITIONS FOR TOMORROW'S TALENT COMPETITION

A. THE PROMOTER OF THE COMPETITION AND THE COMPETITION

1. The promoter of the Tomorrow's Talent competition ("**the Competition**") is The Prince's Trust (a charity registered in England & Wales, No. 1079675 and Scotland, No. SC041198), 9 Eldon Street, London, EC2M 7LS ("**the Trust**").
2. The Trust is inviting young people to submit artwork and/or graphic designs to the Trust (the "**Artwork**"). Further guidance in respect of the Artwork can be found online at www.princestrust.org.uk/tomorrowstalent
3. In addition to the prizes set out in section D below, the Artwork of winning entrants will be used by high street retailers (the "**Competition Retail Partners**") on products of their choosing. The Competition Retail Partners will make a donation to the Trust for each product sold to help support the Trust's work with young people in the UK.

B. HOW TO ENTER

4. The Competition will run from 18 May 2020 ("**the Opening Date**") to 14 June 2020 ("**the Closing Date**") inclusive.
5. All Competition entries must be received by the Trust by no later than 23:59 on the Closing Date. All Competition entries received after the Closing Date are automatically disqualified.
6. To enter the Competition:
 - a) Submit a completed entry form together with your Artwork and a signed copy of our Terms and Conditions to the Trust by one of the following methods:
 - i. Via online transfer to tomorrowstalent@princes-trust.org.uk
 - ii. email to tomorrowstalent@princes-trust.org.uk
 - b) The entry and consent form can be downloaded online at www.princestrust.org.uk/tomorrowstalent.
7. By submitting an entry to the Competition, you are agreeing to be bound by these terms and conditions.
8. Competition entries will be longlisted and the longlist judged by judges including designated staff of the Trust and our competition retail partner, Fat Face.
9. By submitting an entry to the Competition, you accept that the decision of the judges as to the winner of the Competition will be final and no correspondence or discussion will be entered into with respect to this decision.

C. ELIGIBILITY

10. **The Competition is open to young people aged 18 or over who have set-up a post-launch enterprise business through the Prince's Trust and have worked with The Trust in the last five years.**
11. By entering the Competition, you confirm that you are eligible to do so and eligible to claim any prize you may win. The Trust may require you to provide proof that you are eligible to enter the Competition.
12. There is a limit of two entries to the Competition per entrant.

13. All Artwork entered into the Competition must be your own original work.

14. You have the right to withdraw your entry to Competition, provided that such withdrawal takes place prior to 23:59 on the Closing Date. To withdraw, you must e-mail tomorrowstalent@princestrust.org.uk, requesting that your Artwork is withdrawn from the Competition. The Trust will email to confirm withdrawal of the entry within five working days.

D. THE PRIZE

15. Our Winning Entrant will receive:

- 7.5% of profit from sales to support your growing business (projection between £1000-£3000 based on previous years. This will vary depending on final sales).
- 7.5% of profit from sales will also be going to The Trust to support even more young people in the future.
- A unique opportunity to work with a leading retailer to design and collaborate on a covetable product to be sold in store.
- Be put in touch with a FatFace mentor to gain insight and expertise into the department of your choice (e.g. brand/design/marketing)
- Your business to be included on a 'Tomorrow's Talent' tag on each product sold.
- A £200 FatFace voucher.

E. WINNER ANNOUNCEMENT

16. The Trust will contact the winning Entrants and runners-up personally as soon as practicable and by no later than 30 June 2020, using the telephone number or email address provided with the Competition entry. The Trust will not amend any contact information once the Competition entry form has been submitted.

17. An announcement of the winning Entrants will be made via The Prince's Trust and the Competition Retail Partner digital channels at a date to be advised to the winning Entrant (the "**Announcement Date**").

18. Our winner will be announced on our website www.princes-trust.org.uk/tomorrowstalent one month after the Announcement Date.

F. DATA PROTECTION AND PUBLICITY

19. By entering the Competition, you agree that any personal information provided by you will be collected, held and used by the Trust to administer the Competition and that such personal information may be disclosed to the judges and the Competition Retail Partners. This information helps us to identify you during the course of the Competition, evaluate and understand which young people are engaging with the Competition and how the Trust has been supporting you, so that we can keep on improving our activities. We will not sell your information to anyone.

20. The Trust shall seek your prior consent before disclosing any personal data to any other third parties.

21. If you are our winner of the Competition, the Trust will contact and work with you in order to present your story statement to third parties.

22. If you are a winner of the Competition, you further agree to participate in any reasonable publicity required by the Trust.

23. You have the right to ask to see information held about you by The Trust. For further information about how The Trust uses your information, please see the full privacy statement available at <https://www.princes-trust.org.uk/cookies-privacy-terms> or ask a member of staff.

24. Should you wish to remove your consent at any time, please see the full privacy statement available at www.princes-trust.org.uk or ask a member of staff or contact data.protection@princestrust.org.uk pursuant to the above privacy policy.

G. OWNERSHIP OF COMPETITION ENTRIES AND INTELLECTUAL PROPERTY RIGHTS

25. By entering the Competition, you:

- a) undertake that all Artwork that you enter into the Competition is of your own origination, and that you hold all moral and intellectual property rights in that Artwork;
- b) warrant that you are the sole copyright owner of all Artwork that you enter into the Competition; and
- c) warrant that your entry does not infringe the intellectual property rights of any other person.

26. Except in relation to your intellectual property rights, all Competition entries and any accompanying material submitted to the Trust will become the property of the Trust on receipt and **WILL NOT BE RETURNED**.

27. By submitting your Competition entry and any accompanying material, you acknowledge that, if you are selected as our winner, you will be asked to and will enter into an agreement with the Trust, in substantially the same form as the document set out at Schedule 1 (the "Artwork Agreement"). The terms of the Artwork Agreement include:

- a) that you will license to the Trust all your intellectual property rights in respect of the Artwork with full title guarantee for a period of three years; and
- b) in doing so, you will waive your moral rights in and to your Artwork and otherwise arising in connection with your Artwork to which you 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.

The Trust will sub-licence the Artwork to the Competition Retail Partner, which will be able to use the Artwork on a line of products, a percentage of the proceeds of which will be donated by the Competition Retail Partner to the Trust and to our winner.

28. You agree that the Trust may, but is not required to, make your entry available on its website and any other media, whether now known or invented in the future, and in connection with any publicity of the Competition.

H. LIMITATION OF LIABILITY

29. The Trust will **not** accept:

- a) responsibility for Competition entries that are lost, mislaid, damaged or delayed in transit, regardless of cause, including, for example, as a result of any postal failure, equipment failure, technical malfunction, systems, satellite, network, server, computer, hardware or software failure of any kind; or
- b) proof of posting or transmission as proof of receipt of entry to the Competition.

30. Insofar as is permitted by law, the Trust, 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 of the Trust, its agents or distributors or that of their employees. Your statutory rights are not affected.

I. GENERAL

31. If there is any reason to believe that there has been a breach of these terms and conditions, the Trust may, at its sole discretion, exclude you from participating in the Competition.

32. The Trust reserves the right to cancel, modify or supersede the Competition at any time if, in its sole discretion, the Competition is not capable of being conducted as specified.

33. The Competition and these terms and conditions shall in all respects be governed by and construed in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the courts of England and Wales.

SCHEDULE 1: ARTWORK AGREEMENT

Between:

I. THE PRINCE'S TRUST a registered charity, incorporated by Royal Charter, in England and Wales (1079675) and Scotland (SC041198) whose registered address is Prince's Trust House, 9 Eldon Street, London EC2M 7LS (the "Trust"); and

II. [name of young person], [address] ("I").

Together, we agree that:

- 1** In consideration of the Trust allowing me to show my support for and become associated with FatFace and the Tomorrow's Talent project, I grant to the Trust the irrevocable, exclusive, worldwide, royalty-free licence to use the whole or part of the attached artwork (the '**Artwork**') for the period of 3 years in order to supporting the work of the Trust.
- 2** I confirm that:
 - 2.1** the Artwork is my original work;
 - 2.2** as part of this agreement, the Trust may sub-licence my Artwork to Fat Face. As part of this sublicense, Fat Face (and its authorised suppliers and distributors) will be able to use my Artwork on products (including apparel, accessories, homeware, stationery, and other merchandise) and associated promotional materials, including on a website, in order to raise money for the Trust;
 - 2.3** subject to clause 2.4, my name and image may be used by the Trust and Fat Face in order to convey and promote my association with the Trust and Fat Face in relation to the Tomorrow's Talent project; and
 - 2.4** alterations and enhancements may be made to my Artwork, provided that where such alteration or enhancement is made, I will be consulted by Fat Face. In the event that I am not consulted by FatFace, I reserve the right for my name and image not to be used by the Trust and Fat Face in orderto convey and promote my association with the Trust and Fat Face.

Signed by (name)

Signature.....

Date

Signed by the Trust

Signature.....

Date