

Terms and Conditions for the #IdeasChangeLives Challenge

1 How these Terms and Conditions apply

- 1.1 References in these Terms and Conditions to “**we**”, “**us**” and “**our**” (or similar) refer to the British Council and references to “**you**” and “**your**” (or similar) refer to you role as a participant/entrant in the British Council’s #IdeasChangeLives (“**Competition**”). If you are entering the Competition as part of a group (see paragraph 11 (*Group entries*)) or as a company, association, partnership or other organisation (see paragraph 12 (*Organisation or company entries*)), where these Terms and Conditions refer to you giving consent or accepting any provision of these Terms and Conditions, you will be deemed to be giving consent or accepting the relevant provision on behalf of the group or company, association, partnership or other organisation to which you belong.
- 1.2 To enter the Competition you must complete the online entry form at www.britishcouncil.org/partner/ideaschangelives. When you submit an entry, you will be asked to check the checkbox on the entry form to indicate that you agree to, and accept, these Terms and Conditions. Once you have checked the checkbox, you can submit your entry and you will be deemed to have read, understood and accepted these Terms and Conditions. If you do not agree to these Terms and Conditions, you cannot submit an entry.

2 Territory and eligibility

- 2.1 The Competition is open to entrants in any part of the world except in any country or jurisdiction where the Competition may breach any law or regulation. However, there is a separate, related competition for employees of the British Council. Consequently, employees of the British Council – or any British Council-controlled entity – and their immediate families (parents, spouse, children, siblings, grandparents and grandchildren) are not permitted to enter this Competition.
- 2.2 If you are under the age of 18, your entry must be submitted on your behalf by a parent/guardian over the age of 18 years who, in submitting the entry, agrees to and accepts these Terms and Conditions.
- 2.3 The British Council reserves the right to verify the eligibility of all entrants.

2.4 Entries can be made by an individual, groups of individuals, a company, partnership, association or other organisation. If you are submitting an entry:

2.4.1 as part of a group of two or more individuals, please read paragraph 11 (*Group entries*); or

2.4.2 as a company, association, partnership or other organisation, please read paragraph 12 (*Company or organisation entries*).

3 Language used

3.1 All entries must be in English. Short sections of the entry may be in other languages if this is necessary for the overall design and/or effect of your entry. If other languages are included, English subtitles must be displayed where understanding of the language used is necessary for use or appreciation of the entry content.

4 Number of entries permissible

4.1 You may enter as many times as you wish but each entry must be different from any other entries you have submitted.

4.2 You may submit entries as an individual and as part of a group, company or organisation on condition that each entry is different.

5 Prizes

5.1 Up to two prizes of £20,000 each will be offered to the winner(s) of the Competition.

5.2 In addition, the British Council intends to work with the winner(s) to develop a Minimum Viable Product based on their winning entry, as further described in paragraph 15.

5.3 For the purposes of these Terms and Conditions, “**Minimum Viable Product**” means a version of the idea of concept that enables testing of the core idea with users and developed with the least amount of time, effort and money. This will enable validated learning as quickly as possible and start a feedback loop that can inform further development.

6 Judging

- 6.1 The Competition will be judged in two stages (see paragraph 7) by two separate judging panels, a Shortlisting Panel and a Judges Panel.
- 6.2 The Shortlisting Panel and the Judges Panel will seek to identify the entries which:
- 6.2.1 best propose genuine, life-changing solutions to the six Sustainable Development Goals set out in paragraph 9 (*Sustainable Development Goals*);
 - 6.2.2 display the potential to impact the maximum number of people by means of digital engagement; and
 - 6.2.3 complement the existing work and role of the British Council,
- and score each entry accordingly.
- 6.3 The British Council wishes to ensure that each entry is judged on its own merits and therefore, the Shortlisting Panel will not be given any details of entrants during the judging process.
- 6.4 The decisions of the Shortlisting Panel and the Judges Panel will be final and binding. Neither the British Council nor any member of the Shortlisting Panel or the Judges Panel will enter into any correspondence concerning any decision made.

7 Competition stages

- 7.1 There are two stages to the Competition as follows:
- 7.1.1 **Stage 1:** consideration and scoring of all entries by the Shortlisting Panel in order to shortlist the entrants who have obtained the highest scores ("**Finalists**") to be taken forward to Stage 2; and
 - 7.1.2 **Stage 2:** presentation by Finalists to members of the Judges Panel who will consider and score the entries based on the initial entry and the presentation.

Further details of the presentation stage are set out in paragraph 13 (*Presentations*).

8 Competition dates

- 8.1 You will be able to submit your entry any time between 09:00 hours on 15 October 2018 GMT and midnight on 23 November 2018 GMT. Any entry received before the opening date or after the closing date will not be included in the Competition.
- 8.2 Finalists who will go forward to Stage 2 will be notified of their selection by us on 30 November 2018 GMT by means of an email. Each Finalist will be invited to present their entry virtually on a date between on *10 to 14 December 2018 GMT*.
- 8.3 The winner or winners of Stage 2 and, effectively, the Competition will be notified by the British Council and the winner's or winners' name(s) announced on *the British Council website* at noon on *21 December 2018 GMT*.

9 Sustainable Development Goals

- 9.1 The aim of the British Council's Sustainable Development Goals Digital Challenge is to identify a digital solution which will assist the British Council to better respond to certain Sustainable Development Goals ("**SDGs**") as follows:
- SDG 4 – Quality education
 - SDG 5 – Gender equality
 - SDG 8 – Decent work and economic growth
 - SDG 10 – Reduced inequalities
 - SDG 11 – Sustainable cities and communities
 - SDG 16 – Peace, justice and strong institutions
- 9.2 Entries must take into account and address one or a number of the six SDGs which relate most closely to our work.

10 Entry size limits

- 10.1 The size of each entry is restricted as follows:
- 10.1.1 where you are asked to describe any aspect of your entry, your submission must not exceed the word limits stated on the online entry form. The Judges Panel will not take into consideration any words which are outside of the stated limit; and

10.1.2 the video accompanying your entry must not exceed two minutes in length. The Judges Panel will stop watching the video at the end of two minutes.

11 Group entries

11.1 Entries can be submitted by groups of two or more individuals (“**Group**”). If you are submitting an entry as a Group, your entry must contain:

11.1.1 the names of all the individuals who form part of the Group; and

11.1.2 an indication of which individual is the lead contact for the Group (“**Group Lead**”).

11.2 If a Group entry wins the Competition, the prize will only be awarded to the Group Lead. Therefore each Group should decide in advance how the prize will be split between group members and we advise that you record the division of the prize in writing prior to submitting the entry. The British Council will not enter into any correspondence or take any decisions in relation to how prize money should be split between Group members.

12 Organisation or company entries

12.1 Entries can be submitted by organisations, companies, associations, charities, partnerships and other forms of organisations (“**Organisation**”).

12.2 You must provide full details of your Organisation (including registration details if you are a registered company or charity) with your entry and include contact details of a member of your Organisation who will act as the key contact in respect of your entry.

12.3 Your entry may be disqualified if you give consent or accept any provision of these Terms and Conditions on behalf of your Organisation and your Organisation informs the British Council, or the British Council becomes aware, that you do not have the authority to act in this manner on behalf of your Organisation.

13 Presentations

13.1 If you are a Finalist at the end of Stage 1, you will progress to Stage 2 and be asked to present your entry to members of the Judges Panel. It is our intention that all presentations will take place virtually.

13.2 Full details of what is required in relation to presentations and the relevant timings will be sent to Finalists. The British Council, however, expects that presentations will take no longer than one hour. Further details on the format and timing of the presentations will be sent to Finalists in due course.

14 Winners

14.1 All winners will be contacted individually in accordance with the dates set out in paragraph 8 (*Competition Dates*) therefore participants do not need to contact the British Council to find out if they have won. The British Council cannot enter into correspondence with unsuccessful participants.

14.2 We may carry out due diligence checks in relation to the winners and the subsequent award of any prize will be subject to the results of such checks. Such checks will include reputational and financial screening and counter-terrorism and money laundering verifications. If the results of the checks made in relation to any winner are not to our satisfaction, the British Council reserves the right to declare the entry to which the Judges Panel awarded the next highest score as the winner. By entering the Competition, you are agreeing to the British Council carrying out the screening and checks listed in this paragraph 14.2.

14.3 Friends of the British Council USA will pay the prize money to the winner. The prize money will be paid in US Dollars (\$). The amount paid by Friends of the British Council USA will equal £20,000 (pounds sterling) calculated using the British Council December booking-keeping rate. Neither the British Council nor Friends of the British Council USA will be responsible for any deductions made to the value of the prize money by the bank or financial establishment with which the winner holds the account into which the winner has indicated the prize money should be paid.

14.4 If for any reason, a winner is unable to accept the prize or does not wish to collaborate further with the British Council (see paragraph 15.1), the prize will not be awarded to that winner and the British Council reserves the right to award the prize to the entry which, in the opinion of the Judges Panel, was the next best entry.

15 Use of the winning entry

15.1 As part of the prize for winning the Competition, the British Council intends to collaborate with the winner(s) of the Competition in order to work together to develop a Minimum Viable Product based on their winning entry. It is anticipated that this

collaboration period – beginning upon confirmation by the British Council that you have won the Competition and running through to finalisation, to the British Council's satisfaction, of the Minimum Viable Product (the "**Collaboration Period**") – will last between two to six months. By entering the Competition, you are confirming that, if you are a winner of the Competition, during the Collaboration Period you will not be involved in, initiate, re-start, encourage or seek to pursue any discussions or negotiations with any third party to develop or otherwise exploit the concept, ideas and solutions described in your winning entry.

- 15.2 These Terms and Conditions are focused on the rules for entering the Competition and any Collaboration Period with the winner(s). Following the Collaboration Period, if the British Council intends to create a product based on the Minimum Viable Product, the British Council will propose terms and conditions to the winner(s) for the further development and use of such a product.

16 Publicity

- 16.1 By entering the Competition you agree to participate, and hereby give your consent for your name and image to be used, at the British Council's request, in any publicity activity as necessary.
- 16.2 Publicity activity will potentially involve the publication of the names and photographs of the Finalists and winner(s) on the British Council's websites, Facebook pages, Twitter pages, press releases and in other promotional and marketing material, including digital media. You may be required to participate in publicity when the prize is awarded and also in relation to the development and implementation of your winning entry.

17 Intellectual Property Rights

- 17.1 For the purposes of this paragraph 17, Intellectual Property Rights means any copyright and related rights, patents, rights to inventions, registered designs, database rights, design rights, trade marks, service marks, trade names and domain names, trade secrets, rights in unpatented know-how, rights of confidence and any other intellectual or industrial property rights of any nature including all applications (or rights to apply) for, and renewals or extensions of such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

17.2 By submitting an entry you are confirming:

- 17.2.1 all Intellectual Property Rights contained in your entry belong, or are appropriately licensed, to you or members of your Group or the Organisation on whose behalf you are submitting an entry and have not had any restrictions placed upon them or been used in any other competition or award scheme in relation to which you have been awarded a prize or any award;
- 17.2.2 the entry or any part of the entry is original work, is not defamatory and does not infringe any English laws, that you have the right to give the British Council permission to use it for the purposes specified in paragraphs 6, 15, 16 and 17.2.3 and that all necessary consents for the submission of the entry material have been obtained; and
- 17.2.3 that you grant the British Council, free of charge, permission to use the entry material (including, without limitation, modifying and adapting it for operational and editorial reasons) in any media worldwide for purposes connected with the Competition.

17.3 If you are the winner of the Competition:

- 17.3.1 nothing in these Terms and Conditions shall have the effect of transferring ownership of any Intellectual Property Rights that subsisted prior to the Collaboration Period ("**Background IPR**");
- 17.3.2 subject to paragraph 17.3.3, any Intellectual Property Right that arises or is obtained or developed by either you or the British Council in respect of the Minimum Viable Product during the Collaboration Period ("**Collaboration IPR**") shall be owned by the party creating or developing the materials in respect of which it arises;
- 17.3.3 to the extent that any Collaboration IPR arises or is obtained in respect of materials developed by you and the British Council jointly, it shall be owned by the British Council and you hereby assign to the British Council with full title guarantee by way of present and future assignment all your right, title and interest in and to such Collaboration IPR;

- 17.3.4 the British Council hereby grants to you a royalty-free, non-exclusive, worldwide right and licence to use the British Council's Collaboration IPR and the British Council's Background IPR in, and to the extent necessary for, the development of the Minimum Viable Product during the Collaboration Period;
- 17.3.5 you hereby grant to the British Council an irrevocable, royalty-free, non-exclusive, worldwide right and licence to use your Collaboration IPR and your Background IPR in, and to the extent necessary for, the development of the Minimum Viable Product during the Collaboration Period; and
- 17.3.6 subject to any written agreement to the contrary, you and the British Council each agree not to grant any third party any rights in respect of any Collaboration IPR.
- 17.4 If your entry is chosen as the winner of the Competition and it is later proven that any material subsisting in your entry and your proposed solution contains Intellectual Property Rights belonging to someone else not credited in your entry or to someone from whom you should have sought permission before including the associated material, the British Council reserves its right to demand repayment by you of some or all of the prize money and potentially claim back from you any loss it suffers as a result.

18 General

- 18.1 Contact details: The British Council shall have no responsibility for any failure to contact or transfer any prize to any Finalist or winner who has provided incorrect contact details or whose contact details have changed and we have not been notified.
- 18.2 Entry costs: Entry to the Competition is free of charge although participants are responsible for their own costs in developing their submission or connecting to the Internet.
- 18.3 Technical failure of submission: The British Council accepts no responsibility for any technical failure or malfunction or any other problem with any system, server, provider or otherwise that may result in any entry being lost, delayed or not properly registered.

- 18.4 Third party acts: The British Council shall have no liability towards any participant in the Competition if the British Council is prevented from or delayed in delivering any aspect of the Competition or the prizes by acts, events, omissions or accidents beyond its reasonable control.
- 18.5 Confidentiality: Entrants are advised to keep their entries as confidential as possible until the winners have been announced even when seeking advice and assistance in relation to their entry.
- 18.6 Return of entries: Due to the potential number of entries expected, the British Council regrets that it may be unable to return any entries so please ensure that you keep a copy. Any personal data submitted by you will be dealt with in accordance with paragraph 19 (*data protection*).
- 18.7 Disqualification: The British Council reserves the right to disqualify any entry at any stage which it considers does not comply with these Terms and Conditions, has been submitted dishonestly, is disrespectful to the British Council or its aims and objectives or which could damage the reputation of the British Council or its partners and patrons.
- 18.8 Use of British Council material: All rights in the British Council's name and logo, websites, Facebook pages, Twitter pages, press releases and other promotional and marketing material (together the "**British Council's Materials**") shall vest in and remain with the British Council (or its licensors). By participating in the Competition, participants agree that they will not use, broadcast, publish, export, exploit, reproduce nor copy part or all of the British Council's Materials.
- 18.9 Non-association: Under no circumstances shall any participant or Finalist in, or winner of, the Competition be considered, or hold themselves as being, an employee, agent or associate of the British Council or as someone or an organisation authorised to act in the name of the British Council.
- 18.10 Governing law: These Terms and Conditions shall be governed by and interpreted in accordance with the laws of England and Wales and the courts of England and Wales shall have exclusive jurisdiction over any disputes or claims (including, without limitation, non-contractual disputes or claims) arising out of or in connection with the Competition.

19 Data protection

19.1 The purpose of this paragraph 19 is to inform those wishing to enter the Competition how any personal information they submit to the British Council will be treated by us. This paragraph 19 sets out:

- the purpose for which we are processing your information and why we are legally able to do so (Purpose and Legal Basis for Processing);
- the information we need from you (Required Information);
- how long we keep that information (Retention of Information); and
- who we share your data with (data sharing).

For information generally on how the British Council protects the information of visitors to the British Council's website, including your rights in respect of your personal data, please see our privacy policy [<https://www.britishcouncil.org/organisation/transparency/policies/information-security-privacy>] and cookies policy [<https://www.britishcouncil.org/privacy-cookies/cookies>].

19.2 Purpose and Legal Basis for Processing: If you submit an entry to the Competition, we will collect your name, contact details and, if relevant, details of your position with your company if you are submitting an entry as an Organisation. The legal basis the British Council relies on to process this personal information is article 6(1)(b) of the General Data Protection Regulation 2016/679 (GDPR), that is "*processing is necessary for the performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into a contract*". If you are a winner in this Competition, we will need to enter into a contractual arrangement with you in order to develop and bring to life your winning entry. If you are a winner, the legal basis on which the British Council relies for using your information in any publicity activity is article 6(1)(a) of the GDPR, that is "*the data subject has given consent to the processing of his or her personal data for one or more specific purposes*" to which the consent given under paragraph 16 relates.

19.3 Required Information: We need sufficient information from you in order to contact you if you are a Finalist or a winner or the Group Lead for a winning Group entry or the contact for your Organisation. This includes name, address and, if relevant, role within your Organisation. If you have requested special disability access to the Competition, we will have noted your disability for the purposes of providing disability

access opportunities. Please do not provide any other personal information which we have not requested when entering the Competition. We will also record the virtual presentation to be given by Finalists to enable the Judges Panel to judge the entries.

19.4 Retention of Information: Unless, when submitting your entry, you have specifically agreed to receive any information or updates from the British Council, all information relating to:

19.4.1 entrants who do not become Finalists will be deleted from our systems to the fullest extent possible within 2 months after the end of Stage 1;

19.4.2 Finalists who do not become winners will be deleted from our systems to the fullest extent possible within 12 months after the winners are announced; and

19.4.3 any winner will be retained in accordance with any contractual arrangement that the British Council enters into with each winner.

19.5 Data sharing: If you are a Finalist, as part of Stage 2 (see paragraph 7.1.2), we may share your personal information with the Judges Panel which includes individuals who do not work for the British Council. The Judges Panel will only be allowed to use your personal information (e.g. application form and recorded presentation) for the purposes of judging the competition. If you are a winner, you consent under paragraph 16 (*Publicity*) to your details being shared on and with relevant media platforms and outlets.