

IET Competitions and Awards Standard Terms

Your attention is particularly drawn to the provisions of clauses 1 (These terms), 3 (Your agreement), 7 (Announcing the winners/awardees), 8.4 (Travel, accommodation and other expenses), 10 (Ownership of competition entries and award applications), 13 (Our responsibility for loss or damage suffered by you) and 14 (Use of personal information).

These terms

- 1.1 **What do these terms cover?** Any competition and/or award (including any awards programme) that we run where we have stated that these terms apply and/or provided a link to these terms in the Competition or Award Details (see clause 1.4).
- 1.2 These terms tell you who we are and how we will run the competition or award process (including the distribution of any prizes or awards). They also set out our responsibilities and your responsibilities.
- 1.3 Where these terms do apply, they do not contain the specific details and terms for the individual competition or award, including, for example:
 - 1.3.1 competition/award and their respective eligibility criteria;
 - 1.3.2 how to enter or apply (including any registration required and any restrictions on number of entries or applications);
 - 1.3.3 opening and closing dates for the submission of an entry or application;
 - 1.3.4 specific information on how we process information of entrants or applicants, including information used for any public announcement of competition winners or awardees that we may make (see clause 7.2).
- 1.4 The specific terms and details for the competition or award (which we refer to throughout these terms as the '**Competition or Award Details**') will apply to the particular competition or award in addition to these terms. The Competition or Award Details can be found on the relevant competition or award campaign page of our website and/or on the relevant competition entry form or award application form.
- 1.5 **What don't these terms cover?** Different terms may apply to some of our competitions and awards. If this is the case, we will make it clear which terms apply and how you can access them in the Competition or Award Details.
- 1.6 **How to read these terms:**
 - 1.6.1 References made to "**you**" in these terms mean (as applicable):
 - (i) you, an individual, who is entering the competition or applying for an award on your own behalf; or
 - (ii) you, the team leader, who is entering the competition or applying for an award on behalf of a team (of which you are a member); or

- (iii) you, the parent or guardian, who has signed the competition entry or award application or has otherwise permitted a child under 18 years of age to enter the competition or apply for the award; or
 - (iv) you, an individual, who is applying for an award on behalf of another individual (which may be a child) or a team who you have nominated (but of which you are not a member).
- 1.6.2 References made to ‘**entrant**’ or ‘**applicant**’ in these terms mean (as applicable):
- (i) each individual (which may be or include you) on whose behalf you are entering the competition or applying for an award; or
 - (ii) the child who you have given permission to enter the competition or apply for the award.
- 1.7 **Why should you read these terms?** Please read these terms carefully before submitting (or permitting to be submitted by a child) a competition entry or an application for an award as, in doing so, you are agreeing to and will be bound by these terms along with the Competition or Award Details. These terms may have changed since you last reviewed them. We strongly recommend that you check back each time you submit (or permit to be submitted by a child) a competition entry or application for an award as you will be bound by the version of these terms that was available/current at the time the competition entry or application for an award was submitted.
- 1.8 **What if the Competition or Award Details say something different from these terms?** What we say in the Competition or Award Details will apply over and above what we say in these terms but only to the specific competition or award in respect of which the entry or application has been made.

Information about us and how to contact us

- 2.1 **Who we are.** Unless otherwise stated in the Competition or Award Details, we are the Institution of Engineering and Technology which is registered as a charity in England and Wales (no 211014) and Scotland (no SC038698), whose registered address is Savoy Place, London, WC2R 0BL, United Kingdom. Our registered VAT number is 240342016. If the Competition or Award Details state that a different entity within our group is running the competition or award, references to ‘we’, ‘our’, ‘us’ etc in these terms will be deemed references to the entity stated in the Competition or Award Details.
- 2.2 **How to contact us.** If you want to talk to us about these terms and/or a competition or award to which these terms relate, you can contact us by telephoning or writing to us. Please use the contact details we provide in the Competition or Award Details.
- 2.3 **How we may contact you.** If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provide to us in the competition entry form or award application form.
- 2.4 When we use the words “writing” or “written” in these terms, this includes emails.

Your agreement

- 3.1 By submitting (or permitting to be submitted by a child) a competition entry or an application for an award, **you** confirm and agree that:
- 3.1.1 you and all entrants or applicants will comply with these terms and the Competition or Award Details;
 - 3.1.2 all personal details provided on the entry form or application form (or otherwise provided during the process) are true, accurate and complete;
 - 3.1.3 for competitions only: a prize has not already been won in respect of the competition entry submitted;
 - 3.1.4 for awards only: an award has not already been granted in respect of the application for an award submitted (except that you don't confirm or agree to this where we have made it clear in the Competition or Award Details that other awards already granted in respect of research will not prevent the applicant from being eligible for the award);
 - 3.1.5 the competition entry or award application does not contain any content that would result in a breach of law or infringe the rights of a third party;
 - 3.1.6 you and all entrants or applicants understand how personal information will be collected and used (including use of personal information for any public winners/awardees announcement – see clause 7.2);
 - 3.1.7 all entrants or applicants are eligible to enter the competition or apply (or be nominated) for the award and:
 - (i) you have full permission of all entrants or applicants to make an entry or application on their behalf; or
 - (ii) where the entrant or applicant is a child, you confirm that the entrant or applicant enters the competition or applies for the award with your full permission which you have full authority to grant;
 - 3.1.8 confirm that you and all entrants or applicants understand that communication regarding the competition or award will only be entered into with you. However, we may contact entrants and applicants of any winning team in respect of which you are team leader or, nominated applicants where you have applied for an award on their behalf, personally (or in the case of any children, their parent/guardian) after we have notified you under clause 7.1 (see Personal notification) as necessary in order for us to be able to distribute the prize or award and make any related arrangements; and
 - 3.1.9 confirm that you have obtained all rights and permissions from all entrants or applicants that are necessary in order for you grant us the rights under clause 10.3 or transfer the rights to us under clause 10.4.

Competition entry and/or award application

4.1 Is there an entry fee or application fee?



- 4.1.1 **Competitions:** We run our competitions (including prize draws) free of charge and no purchase is necessary to enter.
- 4.1.2 **Awards:** We may charge an application fee for some of our awards or you may have to purchase something (for example a ticket to an event) in order to apply. If this is the case, the amount of any application fee (including payment terms) or details of any purchase necessary will be set out in the relevant Competition or Award Details. Failure to pay any application fee in accordance with the payment terms or to make the required purchase will result in the application being excluded.
- 4.2 **Why might we exclude a competition entry or an award application?** Any entries or applications received before the opening date or after the closing date, along with any entries or applications that do not fulfil the entry rules (including the general eligibility criteria and rules detailed below) and those explained in the Competition or Award Details will be automatically excluded from the competition or award.
- 4.2.1 **General Eligibility:** In addition to any specific eligibility criteria explained in the Competition or Award Details, we will not accept competition entries or applications for awards where any entrant or applicant is:
- (i) our employee or an employee of any company (including any holding or subsidiary company) or charitable institution within the IET's group;
 - (ii) an employee of any agent or supplier who is professionally connected with the competition or award (including its administration) or any sponsor of the competition or award;
 - (iii) a member of the immediate family (meaning a child, parent or guardian) or living in the same household as any individuals who fall under the categories set out in clause 4.2.1 (i) or (ii);
 - (iv) an individual listed on any financial sanction list or living in a country which is subject to financial sanctions imposed by the United Nations, the United Kingdom, the United States, the European Union or any other jurisdiction.
- 4.2.2 **General Rules:** Even if all entrants and applicants are eligible to enter the competition or apply for the award, we may exclude/disqualify an entry or application if you or any entrant or applicant:
- (i) is found to be tampering with the entry or application process or operation of the competition or award website;
 - (ii) is considered to have acted in any manner that is deemed to be in violation of, or contrary to the spirit or intention of, the competition or award. We will not accept any entry or application that is:
 - (A) incomplete;
 - (B) automatically generated by computer;
 - (C) completed by third parties or in bulk;



- (D) illegible, inaudible, incomprehensible, has been altered, reconstructed, forged or tampered with;
- (E) obscene, indecent, or contains nudity, pornography, profanity, threats to any person, place, business or group, invades the privacy or rights of any person, firm or entity, contains any defamatory statements or words or symbols that are offensive either generally or to individuals of a certain race, ethnicity, religion, sexual orientation or socioeconomic group; or
- (F) in breach of any applicable laws and regulations.

In no circumstances will we accept proof of transmission as proof of receipt of entry to a competition or application for an award (see also clause 13.2.2).

Awards and judged/skill-based competitions:

- 5.1 For awards and judged competitions which involve a degree of skill, judgement or knowledge, the judging process, panel and judging criteria will be explained in the Competition or Award Details. In all cases, the decision(s) of the panel of judges will be final and no correspondence or discussion will be entered in to.
- 5.2 Where we have named any judges in the Competition or Award Details, if it becomes necessary, we may replace any of them with a suitable substitute. We will provide you with a list of the full names of judges (or, if already named in the Competition or Award Details, a list of any substitutes made) if you make such a request within a period of one month from the closing date of the competition or award. If the request is made by post, you will need to provide us with a self-addressed envelope.

Prize draws

- 6.1 We run some competitions where the winner(s) are chosen by random and not based on a skill requirement. These types of competition are called 'prize draws'. **Our prize draws are only open to entry by individuals aged 18 and over.** The winner of the prize draw will be the first entrant randomly selected from eligible entries (by either a computer programme capable of producing verifiably random results or by an independent person).

Announcing the winners/awardees

- 7.1 **How will you know if the entrants or applicants have won a competition or been awarded an award?** We communicate who has won a competition or been awarded an award in the following ways:
 - 7.1.1 **Public announcement:** We may announce competition winners and awardees publicly on our website and social media channels and through television and radio. This announcement may take the form of a single announcement (for example, of the overall winner(s) and any runner(s) up) or multiple announcements (for example an initial announcement of finalists followed by a further announcement of the overall winner/awardee). Further details of any public announcement will be included in the Competition or Award Details. In some cases, we may initially announce winners during an event (or award ceremony) to which entrants and



applicants may be invited. Where this applies, we will provide details in the Competition and Award Details.

- 7.1.2 **Personal notification:** We will make all reasonable efforts to contact you personally and, where you have nominated an applicant(s), those applicants (or their parent/guardian if they are a child) in order to inform you/those individuals if you/they are a winner. We will use the contact information provided during the entry/application process for this purpose. We won't contact you unless the entrants or applicants have won or been granted an award.
- 7.1.3 **Direct communication to third parties:** We may provide certain information (including winning competition entries and award applications) to the Advertising Standards Authority on request. For prize draws, in order to demonstrate that a valid prize award took place, we may also send certain information (usually the name and country of the winners) to anyone who, within one month after the closing date of the prize draw, writes to us requesting details of the winner and, if enquiring by post, encloses a self-addressed envelope to us.
- 7.2 **What information will we use in the public announcement?** We may use certain personal information of winners or awardees that has been provided during the competition or award process that we consider appropriate to the competition or award and the announcement. This may include information such as their full name, age (where the entrants or applicants are children), country and/or area of residence (e.g. city or town) and all or part of the competition entry or award application. We may also use a photograph of the entrant(s)/applicant(s) if provided for this purpose and where we obtain consent from the applicable entrant(s)/applicant(s), or their parent/guardian, if a child.
- 7.3 **How long will the public announcement be available on our website?** The announcement and any information about the winners or awardees will be visible on the IET website for a period of thirty (30) days from the winners'/awardees' announcement date.
- 7.4 **Can you object to information being used in the public announcement or communicated directly to third parties?** You may object to the publishing of all or part of the information about you and/or any entrant(s) or applicant(s) for whom you take responsibility under these terms. If you wish to object, please contact us using the details referred to in clause 2.2. However, regardless of any action we take in response to your objection (which may include reducing the amount of information being published), you understand and agree that we must still provide to the Advertising Standard Authority any information they request. The individuals whose personal information is being published may also enforce their legal rights as data subjects under data protection laws (please see clause 14.1).

Prizes and awards

- 8.1 **What is the prize or award and how will it be distributed?** Details of what comprises the prize or award and how prizes and awards will be distributed to winners or awardees (including details of any winners'/awardees' presentation) will be set out the Competition or Award Details. Third party terms and conditions may apply to some prizes or awards (or part of a prize or award). For example, terms may be imposed by

a sponsor who is providing the prize or award. If this is the case, we will notify you of such terms in the Competition of Award Details.

- 8.2 **Claiming a prize or award:** When we contact you under clause 7.1 (Personal notification), you will be given an opportunity, (or, where you have nominated any applicant(s), those applicant(s), will be contacted and given an opportunity), to claim the prize or award within a certain timeframe. If we are unable to make contact with you (or the applicable applicant) despite our reasonable efforts or, if a prize or award is not claimed with the applicable timeframe, we may:
- 8.2.1 with the exception of prize draws, offer any prize or award to the next best competition entry or application (as ranked by the judging panel).
 - 8.2.2 for prize draws, select another winner using the same random selection process as described above.
- 8.3 **Competition prizes generally.** Prizes for winners of competitions are subject to availability, not negotiable or transferable. We may replace any prizes with alternative prizes of equal value if circumstances beyond our control make it necessary to do so.
- 8.4 **Travel, accommodation and other expenses:** Sometimes as part of the competition or award we make an offer to cover certain expenses (for example, the costs of travel, accommodation, entry ticket/registration fee and/or other expenses of winners or awardees, and in some case their families) which is conditional upon attendance at a particular event. This may form all or part of a competition prize or may be offered in relation to attendance at any prize/award presentation event. Where we do this, you understand and agree and will ensure that all individuals who have been invited to attend the event understand and agree that:
- 8.4.1 no cash equivalent or substitution of the expenses we say we will cover will be given where an individual cannot, for any reason, attend the event (even where attendance has been confirmed in advance); and
 - 8.4.2 with the exception of any travel and accommodation expenses and arrangements to be made by us in relation to the event, attendees are responsible for all aspects relating to their attendance at the event, including compliance with any requirements and recommendations for travel, such as ensuring they have taken appropriate travel advice, are up to date with any recommended vaccinations and have a valid passport/other documentation (e.g. visa) and travel insurance.

Working with third parties

- 9.1 Sometimes we work with third parties who assist us with the running of our competitions and in relation to our awards. These third parties include:
- 9.1.1 agents (such as publicity or administrator agents);
 - 9.1.2 suppliers (for example, companies who provide prizes);
 - 9.1.3 individuals (who may be representing a business) who are invited by us to be judges; and
 - 9.1.4 sponsors.

Where we share any personal information that is provided as part of the competition or award process with third parties, we will explain the sharing arrangements and the use of the personal information by such third parties in the privacy notice for the competition or award.

Ownership of competition entries and awards applications

Please note that, in this clause 10, we refer to each competition entry or application for an award along with any other materials that have been submitted supplementary to the competition entry or application for an award as a “Submission”.

- 10.1 **No return of Submissions.** Submissions will not be returned.
- 10.2 **Copyright and other rights in Submissions:** Submissions may be subject to proprietary rights such as copyright and/or other rights which mean they are protected by law against unauthorised use. If the competition or award requires ownership of such rights in Submissions to be transferred to us, this will be set out in the Competition or Award Details.
- 10.3 **Your permission to use the Submissions where we do not need copyright and other rights to be transferred to us:** Unless the Competition or Award Details state otherwise, we will not claim any copyright or other right in Submissions. However, you grant us permission to use, copy, publish and edit the Submission (in its entirety or in part) for the purposes of promoting our involvement in the competition or award and/or educating people about engineering. You agree that we may do this in any medium throughout the world and that we may permit relevant third parties (including sponsors) to do the same for the purposes of promoting ours or their involvement in the competition or award. Where we use a Submission under this permission, if practical, we will include an acknowledgement of the authors of the Submission in a form which we will agree with you in writing.
- 10.4 **Where we do need copyright and other rights in Submissions to be transferred to us:** If the Competition or Award Details state that ownership in the Submissions will be transferred to us, you agree that all proprietary rights in the Submission (including any copyright or other rights arising under the Copyright, Designs and Patents Act 1988) will become our property upon receipt by us of the applicable Submission. You also agree that:
- 10.4.1 you will sign any document or do any act that we may reasonably request of you in order to confirm our ownership of the Submission; and
- 10.4.2 neither you nor any entrant or applicant will assert, and has relinquished, any right under law which you (or such individuals) may have to be:
- (i) identified as the author; or
- (ii) object to derogatory treatment;
- along with any other similar rights which you (or such individuals) may have in any jurisdiction.

Ownership of any materials we provide in relation to the competition or award

- 11.1 You agree that we and (where applicable) our licensors are the owners of all proprietary rights (including copyright) in any materials that we provide in relation to the competition or award, including in relation to the campaign website, any webinars and skills development workshops and/or any additional courses or training which we may provide or make available as part of the competition or awards process. We grant to you, with a right to grant, where necessary, to the entrants or applicants, a non-exclusive limited right to use the materials we provide only for the purpose of entering the competition or applying for an award.

Our right to make changes or cancel a competition or award

- 12.1 We may hold void, suspend, cancel, or amend the competition or award (including these terms and the Competition or Award Details) where it becomes necessary to do so. However, we will notify you if we make any changes to the competition or award which significantly change any of the terms that you agreed to.

Our responsibility for loss or damage suffered by you

- 13.1 **We're responsible to you for:** Losses you suffer caused by us breaking a promise we have made to you where this was “foreseeable” (meaning it is obvious that it will happen or at the time our contract with you was made, both you and we knew it might happen).
- 13.2 **We are not responsible to you or any entrant or applicant for:** With the exception of any responsibility we have under clause 13.1 or clause 13.3, neither we, nor any third party involved in the competition (see clause 9) shall be responsible for or accept any liability for any loss or damage which occurs as a result of any entry into a competition or application for an award (including, for example, in relation to the acceptance of these terms and the Competition or Award Details, participation in the competition or award, acceptance of or disappointment in any prize or award and attendance at any related event) where this loss is:
- 13.2.1 **Unexpected.** It was not obvious that it would happen and nothing you said to us before a competition entry or application for an award was submitted meant we should have expected it (so, in the law, the loss was “unforeseeable”).
- 13.2.2 **Caused by an event outside our control.** For example, we will not be responsible for any failure of hardware, software, computer, phones or other systems which may result in a competition entry, award application or other related information being lost, damaged, delayed or corrupted in any way.
- 13.2.3 **Avoidable.** Something that could have been avoided by taking reasonable action. For example, where we are arranging travel for any individuals in relation to the competition or award, losses can be avoided by those individuals ensuring that they have the required documentation (including passport).
- 13.2.4 **In relation to a promise you have made to us but then broken.** For example, where you have provided inaccurate details on a competition entry form or award application form and, as a result, we publish personal



information that is inaccurate as part of our public announcement of winners/awardees.

- 13.3 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and liability for fraud or fraudulent misrepresentation.

Use of personal information

- 14.1 **How we use personal information.** Your personal information and information of entrants and applicants shall be processed in accordance with the specific privacy notice for the competition or award (these are normally found on the campaign pages on our website and/or on the relevant competition entry or award application form) and in accordance with our main privacy statements which can be found at <https://www.theiet.org/help/privacy> and <https://education.theiet.org/childrens-privacy-notice/> which include information on the rights you and any entrants or applicants have as data subjects and how to exercise them.

- 14.2 **What if the competition/award privacy notice says something different?** If something we say in our main privacy statements is different to the privacy notice for the competition or award (for example regarding the lawful basis we rely on to process the information and anything regarding data sharing), what is stated in the privacy notice for the competition or award will apply over the main privacy statements for the purposes of that competition or award only.

- 14.3 **Use of information for announcement and ongoing publicity.** In addition to any use of personal information we make for the purposes of:

14.3.1 the announcement of winners/awardees (see clause 7); and

14.3.2 acknowledgement, where we use the Submission under clause 10.3,

we may, from time to time, invite winning entrants or applicants to participate in publicity that is required by us and our agents, suppliers and sponsors which may include interviews with the media, filming and photography. In such cases, we will ask for consent of the relevant individuals to use the information for the purposes set out in the privacy notice provided.

You have several options for resolving disputes with us

- 15.1 **Our complaints policy.** Please address any complaints you may have in relation to the competition or award (including concerning these terms) to us using the details in clause 2.2 above and we will do our best to resolve any problems in accordance with our complaints policy.

- 15.2 **Resolving disputes without going to court.** Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, we can provide you with details of an alternative dispute resolution process that you can follow.

- 15.3 **You can go to court.** These terms are governed by English law and wherever you live you can bring claims against us in the English courts. If you live in Wales, Scotland

or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you either in the English courts or the courts of the country you live in. If we bring a claim against you in the English courts you may have other rights and protections in accordance with the laws of your country of residence to have the claim moved to the courts of the country that you live in (and you may wish to seek local legal advice on this).

Other important terms

16.1 We can transfer our contract with you, so that a different organisation is responsible for running the competition or award. If we do this, we will:

16.1.1 update the Competition or Award Details to reflect the change in organisation;

16.1.2 ensure that the transfer will not substantially affect the terms you have agreed to (and your rights).

If we transfer the contract to an organisation outside of the IET's group, we will also contact you to inform you of the transfer. If you are unhappy with a transfer, you may contact our customer service team (using the details in clause 2.2 above) to withdraw your entry or application.

16.2 Which language governs the contract. These terms are drafted in, and will be governed by, the English language only.