

THE CITIZEN MANAGED PORTFOLIO COMPETITION (“COMPETITION”)

Terms and Conditions

1. Background

- 1.1 The Competition is organised by Citizen Associates Limited (registered company number 07842623) (“**Organiser**”).
- 1.2 Please read these Terms and Conditions carefully. By entering the Competition, entrants agree to accept and be bound by these Terms and Conditions.
- 1.3 The Organiser reserves the right to cancel the Competition or amend or supersede these Terms and Conditions, without notice. Any changes will be posted within the Competition information set out on the Creative Quarter website www.creativequarter.com (“**Site**”) and will be made to these Terms and Conditions as they appear on the Site.
- 1.4 The Competition is being organised to give small and medium-sized businesses located within Nottingham’s Creative Quarter zone the chance to win free advice and support services, provided by partner organisations of the Organiser.

2. Eligibility

- 2.1 To be eligible for entry into the Competition, entrants must meet all of the following conditions:
 - i. The entrant must be one of the following:
 - a sole trader with no more than 49 employees;
 - one partner of a partnership which must comprise no more than 50 partners and employees in total; or
 - an owner or director of a limited company which has no more than 50 employees in total.
 - ii. The entrant’s business must be located within the geographical boundaries of the Creative Quarter defined by reference to the area map on the Site as updated from time to time.
 - iii. The entrant must not be an employee, owner, shareholder or board member of the Organiser, the Creative Quarter company, or any organisation that is providing any prize for this Competition, or a partner of, relative of, or a member of the same household as, any such person.
- 2.2 By entering the Competition, entrants hereby warrant that all information submitted by them is true, current and complete. The Organiser reserves the right to verify the eligibility of all entrants.

3. Applications

- 3.1 Only one application is permitted on behalf of any one business. If more than one application is made on behalf of any one business, only the first of such applications will be considered and all subsequent applications on behalf of that business will be disqualified.

- 3.2 To apply, entrants must complete and submit the online entry form hosted by www.mycitizen.co.uk directions to which can be found on the Site.
- 3.3 Each application must specify the prize or prizes to which it relates. There is no limit to the number of prizes which may be specified in any one application.
- 3.4 The Competition will open for entries at 12:00 GMT on Monday 10th November 2014 and all completed applications must be received by 23:59 GMT on Friday 28th November 2014 ("**Closing Date**"). Entries received after the Closing Date will not be considered and no correspondence will be entered into.
- 3.5 Proof of emailing or email delivery reports cannot be accepted as proof of delivery. The Organiser cannot accept responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft, destruction, alteration of or unauthorised access to applications, or applications lost, damaged or delayed as a result of server functions, technical issues, virus, bugs or other causes outside the Organiser's control.
- 3.6 Application Forms will not be returned to entrants, whether successful or unsuccessful.

4. Assessment of Applications

- 4.1 All applications will be assessed according to the following criteria ("**Criteria**"):
- The benefit to the entrant of receiving the prize, and
 - The benefit to the Nottingham Creative Quarter of the entrant receiving the prize,
- having regard to the achievable ambitions of the entrant as supplied in its application, and all other information supplied by the entrant in its application.
- 4.2 Applications will be shortlisted for consideration by a panel of three representatives from the Organiser. Entrants whose applications have been shortlisted will be notified by email on Monday 8th December 2014 ("**Shortlist Date**"). Entrants who are not contacted by the Organiser on the Shortlist Date should assume that they have not been shortlisted.
- 4.3 Shortlisted applications will be divided according to the type of prize to which the application relates. Applications for workshop prizes will be passed for assessment to the **Workshops Panel**, which will comprise representatives from each of the organisations offering a workshop as a Competition prize, together with a representative from the Creative Quarter. Applications for all other prizes will be passed for assessment to the **Niche Panel**, which will comprise representatives from selected local businesses and from the Organiser. Where an application relates both to workshop prizes and to other classes of prize, a copy of the application will be put before both panels.
- 4.4 The Workshops Panel and Niche Panel will assess shortlisted applications during the week beginning Monday 12th January 2015.
- 4.5 All entrants whose applications have been shortlisted will be invited to a **Winners' Event** to be held during the week beginning Monday 19th January 2015, at which event the winners of the Competition will be announced. Should any winning entrant fail to attend the Winner's Event, they will be disqualified from the Competition and

the Organiser in its sole discretion may decide whether a replacement should be selected. In this event, any replacement winner will be selected according to the Criteria.

5. Prizes

5.1 The following prizes shall be available:

Workshop prizes

- A one-day workshop providing business support, mentoring and advice, available to five winners (provided by Citizen Associates)
- A one-day service, product and communications review workshop, and first stage concepts for a creative campaign, available to one winner (provided by Zone Design).
- A brand workshop, or a brand review, along with first stage concepts for the brand identity and look, available to one winner (provided by Ever After Brand).
- A five-day workshop on developing and marketing a business website, available to five winners (provided by Anicca Digital).
- An 'SME 101' legal workshop, available to ten winners (provided by Geldards LLP).

Other prizes

- A four-day user experience analysis review of the business's online presence, available to one winner (provided by Smart Measures).

5.2 In addition, the following supplementary prizes shall be awarded:

- 12-months' mentoring support for one winner, chosen from the one-day workshop on business support, mentoring and advice (provided by Citizen Associates)
- Consultancy and strategy planning inclusive of a 1-day audit of website and marketing activities, 1-day of consultancy and 1-day of report and business planning available to one winner, chosen from the five-day workshop (provided by Anicca Digital).

Winners of these prizes will be selected using the same criteria as set out in Clause 4.1, plus the additional criterion of the entrant's level of engagement in the relevant workshop. Selections shall be made by a panel of representatives from the Organiser.

5.3 The winning entrants shall be provided with the prizes which they have won, including any supplementary prizes as set out in Clause 5.2, no later than Saturday 28th February 2015.

5.4 No alternative prize will be available, and entrants shall not be permitted to transfer the benefit of any such prize to another organisation or individual.

6. Intellectual Property Rights, Data Protection and Publicity

- 6.1 By submitting an application, each entrant hereby warrants that the application and all information forming the application is original, will not, nor does it, infringe the intellectual property, privacy or any other rights of any third party.
- 6.2 Any personal data relating to entrants will be used solely in accordance with current data protection legislation and will not be disclosed to a third party without the entrant's express prior consent. Data relating to entrants will be retained by the Organiser for a reasonable period after the Competition closes to assist the Organiser to deal with any queries on the Competition.
- 6.3 When submitting an application an entrant will be given the option to opt in to further communication from "the Creative Quarter and the Citizen Managed Portfolio". If the entrant opts in to such further communication they agree to be contacted in future by the Organiser, the Creative Quarter, and partner businesses of the Creative Quarter and Organiser.
- 6.4 In consideration of the Organiser agreeing to consider entrants to the Competition, each entrant hereby agrees that the Organiser (and third parties authorised by the Organiser) may make available on the Site and any other media, whether now known or invented in the future, which may include other websites, apps, television or radio, with advertising or sponsorship where applicable, any or all of the following:
- Anonymised contents of any application Form;
 - Anonymised business details of all entrants;
 - Names of shortlisted and winning entrants and details of their businesses including business addresses;
 - Photographs of winning entrants;
 - Photographs, audio recordings and footage taken during the Winners' Event and any other publicity event conducted in connection with the Competition;
 - All other information or material collected as part of the Competition process which the Organiser proposes to use for publicity purposes and which is not classed as sensitive personal information.

7. The Organiser's Rights

- 7.1 The Organiser reserves the right to disqualify any entrant at any stage of the Competition if the Organiser is aware, or has reasonable grounds to believe, that that entrant is not eligible or has breached any of these Terms and Conditions.
- 7.2 In the event that any winning entrant is subsequently disqualified from the Competition, the Organiser in its sole discretion may decide whether a replacement should be selected. In this event, any replacement winner will be selected according to the same criteria as the original winner.
- 7.3 Where an entrant deliberately attempts to undermine the application process, the Organiser reserves the right to seek damages from such entrant to the full extent permitted by law.
- 7.4 All decisions of the Organiser relating to the Competition will be final and binding, and no correspondence will be entered into.

8. Liability

- 8.1 The Organiser cannot accept any responsibility for any damage, loss, injury or disappointment suffered by any entrant entering the Competition or as a result of a winning entrant accepting its prize. The Organiser is not responsible for any loss or late Application nor for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, or providers, computer equipment or software, failure of any Application to be received on account of technical problems or traffic congestion on the internet, telephone lines or at any website, or any combination of these, including any injury or damage to entrant's or any other person's computer or mobile telephone related to or resulting from participation or downloading any materials in the Competition.
- 8.2 The Organiser shall not in any circumstances be liable, whether in tort, contract, misrepresentation or otherwise for loss of profits, loss of anticipated savings, loss of opportunity, loss of goods, loss of use, loss or corruption of data or information, or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses
- 8.3 Nothing shall exclude the Organiser's liability for death or personal injury as a result of its negligence.

9. Jurisdiction

- 9.1 The Competition and these Terms and Conditions will be governed by English law and any disputes will be subject to the exclusive jurisdiction of the courts of England.
- 9.2 The Organiser makes no representation that materials on the Site relating to this Competition are appropriate or available for use at other locations and access to them from territories where their contents are illegal is strictly prohibited. Any person accessing the Site outside of the United Kingdom is responsible for compliance with all local laws.

10. How to Contact the Organiser

- 10.1 Entrants can contact the Organiser in relation to the Competition by emailing citizencompetition@creativequarter.com and using the subject "NCQ Competition Questions".