

# **TERMS AND CONDITIONS**

## **RELATING TO THE CARAVAN OF THE FUTURE DESIGN CONCEPT COMPETITION**

### **1 Promotion**

- 1.1 The Caravan of the Future Design Concept competition (the 'Competition') is being conducted and promoted by The Caravan Club Limited whose registered office is Rotherwick House, 3 Thomas More Street, London EC1W 1YX and whose company number is 00646027 ('CCL').
- 1.2 The terms and conditions of the Competition are made up of the terms and conditions appearing below together with the entire contents of the web-sites the address of which are [www.tcc100.co.uk](http://www.tcc100.co.uk) ('the Competition Web-Site') and [www.caravanclub.co.uk](http://www.caravanclub.co.uk). Together, these web sites and this document are referred to as 'the Terms and Conditions'.

### **2 Eligible Entrants**

- 2.1 Entries may be submitted by individuals, groups (including partnerships and unincorporated associations) or companies, referred to in this document as 'the Entrant'. Where the Entrant is a group, the Terms and Conditions apply to each individual in the group.
- 2.2 All entrants to the Competition must be UK residents and in the case of companies must be incorporated in the United Kingdom.
- 2.3 There is no minimum or maximum age requirement for entering the Competition.
- 2.4 There is no fee payable for entering the Competition.
- 2.5 The Competition is not open to employees of CCL, members of their families, agents or any other person(s) connected, whether directly or indirectly, with the Competition in any way.
- 2.6 An entrant may submit more than one entry to the Competition.

### **3 Entries**

- 3.1 All entries to the Competition must be sent by post or delivered to The Caravan of the Future, The Caravan Club, East Grinstead House, East Grinstead,

West Sussex RH19 1UA and may be submitted electronically as stipulated on the page of the Competition Web-Site entitled 'How to Enter' ('the Entry Page').

- 3.2 All entries must be received by midnight (24:00 hours) on 14 November 2005 UK time.
- 3.3 Entries must be accompanied by the entrant's full name and address.
- 3.4 Any breach of the Terms and Conditions, or misrepresentations or fraudulent statements made in the course of entering or registering your interest will render your entry void.

#### **4 Entry Requirements**

- 4.1 By registering your interest on the Entry Page you confirm that:
  - 4.1.1 you agree to be bound by the Terms and Conditions (and if you do not agree to be legally bound by the Terms and Conditions, please do not register your interest as your entry will be invalid);
  - 4.1.2 any design forming part of your entry ("Design") is the original work of the Entrant (or in the case of a company of one or more employees of the Entrant) and has not been created by the entrant in the course of the Entrant's employment (where the Entrant is an individual), and the Entrant is exclusively entitled to apply for a UK registered design for the Design or a UK patent for any invention comprised in it;
  - 4.1.3 the Design has not been made available to the public;
  - 4.1.4 the Design does not infringe any law in any way;
  - 4.1.5 you agree in respect of all entries that CCL may use, reproduce, exhibit, publish, distribute, display and make available to the public and exercise all copyright and publicity rights and rights of a like nature with respect to the Design worldwide and/or to incorporate the Design in any other works in any media for the period of 2 years (commencing on 13 November 2005);
  - 4.1.6 you agree in respect of all Designs that win prizes that CCL:
    - (a) may reproduce or modify the Design, and may create a prototype or scale model (all in 3 dimensions or otherwise) of the Design in any media worldwide; and
    - (b) will facilitate an introduction with one or more suitable manufacturers and any royalties that arise from this introduction will be a private matter between that entrant and such manufacturers, which CCL shall have no involvement in.

- 4.1.7 you waive any moral rights in relation to the Design for the purposes of the Competition;
- 4.1.8 you will take part in any publicity arising or in connection with the Competition, in any media, at the request of CCL; and
- 4.1.9 you will indemnify CCL against all fees, damages and other expenses that may be incurred by CCL as a result of any breach of paragraphs 4.1.1 to 4.1.8 above.

## **5 Notification**

- 5.1 CCL will not be liable for any non receipt of entries and CCL takes no responsibility for any entries that are lost, delayed, illegible, corrupted, damaged, incomplete or otherwise invalid. Proof of sending is not proof of receipt.
- 5.2 The winner will be decided in its absolute discretion by the judges whose decision shall be final and no correspondence or discussions concerning the result will be entered into.
- 5.3 The winner will be notified by e-mail and confirmed by registered post, using the contact details included in his/her entry, on or before 14 December 2005 and he/she must claim the prize according to the instructions in such notification as soon as possible.
- 5.4 For a list of winners, please send a stamped self addressed envelope to CCL at: 97 High Street Old Harlow, Essex CM17 0DP.

## **6 Prizes**

- 6.1 The prizes consist of:
  - 6.1.1 £20,000 to the winning entry; and
  - 6.1.2 a fund of £5,000 available to the judges to be shared, at their absolute discretion, between any other entries that have particular merit.
- 6.2 Any prize which is unclaimed after 30 days of notification will be offered to the next most deserving entry in the absolute discretion of the judges.
- 6.3 The prizes are non-transferrable and may not be deferred and no alternatives are available.

## **7 Liability**

- 7.1 Except for death or personal injury arising from the acts or omissions of CCL or its employees, CCL does not accept any liability to the winner should the Design not be put into commercial production or for any other liabilities, loss, harm or damage arising from this Competition.
- 7.2 CCL does not accept any liability for any liabilities, loss, harm or damage arising in respect of the Design's intellectual property rights as a result of the entrant entering his or her Design into the Competition.

## **8 Amendments**

CCL reserves the right at any time to cancel or change the Competition in any way, (including, but not limited to, the prizes available as specified in paragraph 6 above) if, at its sole discretion, it considers it necessary to do so.

## **9 Privacy**

- 9.1 You agree that CCL may use your personal data for the purposes of administering the Competition, including passing your contact details (whether or not you win a prize) to interested bona fide manufacturers, but that it will not publish them or provide them to anyone without your permission.
- 9.2 Please see [privacy policy](#) for more details relating to CCL's privacy policy.

## **10 General**

- 10.1 The headings in this document are for convenience only and have no legal or contractual effect.
- 10.2 The Terms and Conditions and any dispute or claim arising out of or in connection with them shall be governed by and construed in accordance with English law.
- 10.3 All disputes or claims arising out of or relating to the Terms and Conditions shall be subject to the non-exclusive jurisdiction of the English Courts, to which CCL and the entrant irrevocably submit.