

Design a Christmas Challenge Terms and Conditions 2021

1. Entry to the Challenge is only open to staff members of Colart and their immediate family members anywhere in the world. 'Immediate family members' means spouse/ civil partner, parent, grandparent, sibling, child (including an adopted child) and grandchild, nephew, niece, uncle or aunt (in each case, including by half-blood, marriage or civil partnership).
2. Entry to the Challenge must be made by a parent or guardian if the child of a staff member submits an entry.
3. Entries must be submitted to your local wellbeing ambassador by submitting the original artwork.
4. All entries should respond directly to the Challenge, which is to design a Christmas card based on the theme of Christmas and whatever that means to you.
5. Submitting an entry to the Challenge confirms acceptance of these Terms and Conditions. Colart reserves the right to refuse entry or refuse to award the prize to anyone in breach of these Terms and Conditions.
6. The Challenge opens for entries at 9am BST on Monday 14 June 2021. The deadline for submitting entries to your local wellbeing ambassador is 5pm BST on Monday 6 September 2021. Entries received after this time will not be considered.
7. All staff based at respective Colart sites, regions or Business Units will be invited to cast one vote for entries submitted to their local wellbeing ambassador, by awarding 5 points for their first choice, 3 points for their second choice and 1 point for their third choice in each of the following age categories (at the time the artwork is completed):
 - a. 0 - 7;
 - b. 8-15; and
 - c. 16 + (no upper age limit),

(the “**Stage 1 Vote**”). The Stage 1 Vote opens at 9am local time on Tuesday 7 September 2021 and closes at 5pm local time on Wednesday 15 September 2021. Your local wellbeing ambassador will tally the points for each entry and the entry with the highest score in each age category (the “**Local Winners**”) will be put forward for the final vote on the company intranet whereby all staff across all of Colart’s sites, regions and Business Units will be eligible to cast one vote for their favourite artwork in each age category (the “**Stage 2 Vote**”). The Stage 2 Vote opens at 9am BST on Monday 20 September and closes at 5pm BST on Wednesday 29 September 2021. The Local Winners with the highest score in each age category following the Stage 2 Vote will be announced as the winner of the Challenge (the “**People’s Choice Winners**”) on Friday 1 October 2021.

8. Staff members may submit as many entries as they wish on behalf of their immediate family.
9. All entries must have been completed on or after 14 June 2020 (i.e. within 12 months of the Challenge opening for entries).
10. Original artwork designs should be on A4 or A5 white paper, art paper or canvas and must be in colour; coloured pencils, paint, crayons and felt tips can all be used. However, children must not stick additional material (like tinsel, glitter or sequins) onto the entry.
11. Entries will be anonymous for each of the Stage 1 Vote and Stage 2 Vote.
12. Staff will be encouraged to vote for entries based on their creative responses to the requirement to design a Christmas card based on the entrant’s own personal interpretation.
13. The Local Winners will be notified directly or through a staff member (if applicable), as soon as practicable after the end of the Stage 1 and Stage 2 Vote. If Colart is unable to contact any Local Winner or People’s Choice Winner, or if any prize is not claimed within 2 days of being notified, then the Local Winner or the People’s Choice Winner will be deemed to have forfeited their prize and Colart reserves the right to determine a new Local Winner or People’s Choice Winner for that prize (as applicable). The full names and age category of the Local Winner and the People’s Choice Winner and the country of domicile will be posted on (but not limited to) the Colart intranet.
14. The People’s Choice Winners’ entries will be photographed and reproduced and will be Colart’s official Christmas card for 2021. It will also feature the People’s Choice Winner’s first name, (where appropriate) age category and the country of domicile on the back of the Christmas card.

15. The People's Choice Winners will each receive:

- a. a certificate.
- b. the Christmas card personally signed by the CEO; and
- c. a product box,

though this may be subject to change. There will be no alternative to the prizes.

16. Original artworks will be returned in person by your local wellbeing ambassador to Colart staff only if requested.

17. Colart will not enter into any communication or correspondence regarding the Local Winners or the People's Choice Winners.

18. Colart will not be liable for any loss or damage, however caused, to any entries, and bears no responsibility for incomplete or delayed entries.

19. Personal data supplied during the course of this Challenge will only be processed as set out in Colart's Privacy Policy: <https://www.colart.com/en/privacy-policy/>.

20. Colart reserves the right, from time to time, to amend, modify, or cancel the Challenge at any time if it considers such action necessary, or for reasons beyond Colart's reasonable control, and Colart will have no liability to the entrants in respect of any such amendment, modification or cancellation.

21. By entering the Challenge, the People's Choice Winners grant Colart an irrevocable, perpetual licence to reproduce, enlarge, compress, publish or exhibit, mechanically or electronically on any media worldwide (including the internet) the People's Choice Winner's artwork. Copyright of the artwork remains the property of the People's Choice Winner.

22. The Local Winners and the People's Choice Winners shall not object to any cropping or other minor alteration of the photographs of their artwork.

23. By entering this Challenge, each entrant and their parent/guardian (if applicable) confirms and warrants that the entrant's artwork that has been submitted:

- a. Is their own original artwork;

- b. That all copyright, and any other intellectual property rights in the artwork (or photograph) is vested in the entrant or child (if applicable) and the entrant or the child (if applicable) have not assigned, licensed or disposed of or otherwise encumbered any of their rights in the artwork; and
- c. Does not infringe the intellectual property rights of any third party in respect of the artwork, and the entrant and the parent/guardian (if applicable) will indemnify Colart against any claims made against Colart by any third parties in respect of such infringement; and by entering the Challenge the entrant and parent/ guardian (if applicable) confirms and warrants that they have the permission of those pictured in the artwork, (if any) (or, where the artwork pictures any persons under the age of 18, they have obtained the consent of that child's parent/guardian) for the photo to be published and used by Colart as contemplated by these Terms and Conditions.

24. The Challenge will be governed by English law and entrants to the Challenge submit to the exclusive jurisdiction of the English courts.

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