

# NETBALL FRANCE DESIGN THE DRESS COMPETITION 2022

## terms and conditions

1. Information on how to enter this competition forms part of the Terms and Conditions of entry. Entry into this competition is deemed to be an acceptance of these Terms and Conditions. The Promoter is Netball France.
2. To be eligible to enter the competition during the Promotion Period, participants (either acting as an individual or part of a group), must send a photo, digital file (TIFF, PNG, JPEG, PDF, etc.) or scanned copy of their Netball France National Dress design to [contact@netballfrance.com](mailto:contact@netballfrance.com) with the subject 'NETBALL FRANCE DESIGN THE DRESS COMPETITION 2022 - [Participant First + Last Name]'.
3. The winning design will be incorporated into the Netball France National Dress, to be worn by the French squad competing internationally in 2023 at a minimum of one (1) international competition.
4. Entry is open to all Netball France fans and members worldwide.
5. Entrants are responsible for the accuracy of the information provided and are aware that they may forfeit their right to claim the prize if they are the winner and if the Promoter cannot reasonably contact them because the entrant's details are inaccurate.
6. The Netball France National Design the Dress Competition begins on 19/06/2022 and ends on 31/07/2022 at 11.59pm CET (Promotion Period).
7. The Promoter reserves the right to extend the competition period, in which case the Terms and Conditions will be updated to reflect an extended period.
8. The prize includes Netball France producing the winning design and a replica version of the dress presented to the winner.
9. The winning design will be incorporated into the playing dress according to World Netball guidelines.
10. Netball France reserves the right to make changes to the design, including but not limited to changes in colour, pattern, and placement, or to choose more than one winner and combine different elements of the designs to make the final playing dress.
11. The prize is not transferable and must not be sold or used for any commercial purposes, without the prior written approval of the Promoter, which may be withheld in its sole and absolute discretion.
12. Entrants under 18 years old must have their parent's/guardian's permission to enter and accept the prize.
13. In the event of an unclaimed prize after five (5) working days since the notification to the prize Winner by email, the prize winner releases their right to be presented with a replica version of the dress.
14. Cancellation: In the event that the competition during which the winning design is scheduled to be worn is cancelled or Netball France is unable to compete, the promoter



reserves the right to not reschedule the dress to be worn by players during another competition, the winner will be notified accordingly.

15. The Promoter accepts no tax liability incurred as a result of any participation in the competition. The Promoter's decision is final and no correspondence will be entered into other than with the winner.
16. The winner will be chosen by the Netball France Board. The Netball France Board reserves the right to appoint any other body or person(s) to make the decision.
17. The winner will be notified by email on or before 11/09/2022.
18. There are no limits to the number of entries an individual or group may submit.

#### 19. **Licence**

- a. By submitting an entry, you agree that you are the original creator of the artwork submitted (Artwork), individually or collectively.
- b. You agree to grant Netball France a non-exclusive license to use the Artwork without a fee for the following purposes (Licence):
  - i. Production and distribution of the Netball France National Dress;
  - ii. Production of collateral relating to the Netball France National Dress. This includes, but is not limited to, other clothing items, merchandise, flyers, posters, event programs, signage, website and social media graphics.
- c. You agree that you will not licence the Artwork to another party or allow another party to use the Artwork.

#### 20. **Moral Rights**

- a. If moral rights subsist in the Artwork, you consent to the Promoter:
  - i. Performing, exhibiting, reproducing, adapting, and communicating any part of the Artwork in any medium and anywhere in the world without attributing you or any other person as an author of or contributor to the Artwork;
  - ii. Adapting or changing the Artwork in any way, including addition or subtraction from the Artwork; and
  - iii. Combining or juxtaposing (i.e. comparing or placing alongside) the Artwork with anything else, whether those actions or events occur before after the date this consent is given.

#### 21. **Your Acknowledgments**

- a. By entering the competition, you acknowledge and agree that:
  - i. You have the right to licence the Artwork to the Promoter;
  - ii. To the best of your knowledge and belief, no person's consent is required in respect of licence of the Artwork to the Promoter;



- iii. The use by the Promoter of the Artwork will not infringe any intellectual property rights of any person, nor give rise to payment by the Promoter of any royalty to any third party or to any liability to pay compensation; and
  - iv. You had the opportunity to obtain independent advice before submitting your Artwork to the Promoter.
22. Your personal information provided will only be used by the Promoter for the purpose of conducting this Competition.
23. Eligible Entrants, in the event they are a prize winner, consent to the Promoter using their name, likeness, image, or voice (including photographs, film, and recording of the same) in any media for an unlimited period without remuneration and without notice for the purpose of promoting this Promotion.

