

Thursday 14th May 2020

Dear Participant

Wessex Water Services Limited (Wessex Water) Sewer Misuse Marketing Competition (the Event)

Thank you for your interest in the Event. We look forward to receiving your Entry and wanted to confirm in writing the arrangements. Please read this contract carefully as it forms the basis for your participation in the Event. We will need you and each member of your team to confirm your acceptance of these arrangements by signing and returning a copy of this contract to us with your Entry. You will not be able to participate in the Event unless we have a signed copy of this contract from all members.

1. The Event

You are invited to design marketing material or messaging for our sewer misuse campaign, according to the guidance given on the Wessex Water Marketplace webpage (<https://marketplace.wessexwater.co.uk/challenges/sewer-misuse-marketing-challenge/>).

Winning Entries will be awarded prizes, and considered for ongoing marketing campaigns. Please note that there is no guarantee that any Entry (including any winning Entry) will be used for any marketing or campaign by us.

We will hold a kick-off call via Microsoft Teams on Tuesday 26th May from 12.45pm – 1.45pm, to run through the details of the Event. A recording will be made available on the Wessex Water Marketplace webpage afterwards. Recordings will contain limited information of participants so please adjust your system settings and controls if you do not wish your voice/image to be captured. Alternatively, please do not join the session if you do not wish to be captured on such a recording; instead please view the recording from the webpage once published.

Participants will then have until 11.59pm on Friday 19th June 2020 to complete their Entries. We will create a Microsoft Teams group for the Event and any queries during the Event can be raised via this group. Entries should be submitted according to the details given on the Marketplace webpage.

Challenge Final

We will hold a Challenge Final via Microsoft Teams on Friday 10th July from 11.15am – 12.45pm, for judging of shortlisted entries. All members of shortlisted teams must attend the Challenge Final unless otherwise agreed with Katherine Mining.

We hope to be able to invite the remaining participants to join the Challenge Final, and will confirm whether this is possible nearer the time.

2. Rules for the Event

You can submit your Entry as an individual or team of up to 3 people.

Each team member must be enrolled as a student and at least 18 years old.

Each individual or team can submit a maximum of one Entry for each “persona”/category. If more than one Entry is received, we shall only enter the first Entry to be submitted into the competition.

Individuals are not able to participate in the Event if they are employees of Wessex Water or its affiliates or are related to any of the Event judges. The current proposed judges will include Matt Wheeldon, Sue Lindsay, Ian Drury, Kathy Thornton, Joanna Scott, George Keast and Katherine Mining.

The Entry must be submitted electronically from an academic email address. The Entry must be presented and submitted in accordance with the guidance on the Wessex Water Marketplace webpage (details above).

Participants may circulate their work by email to their own peers or lecturers to seek feedback. Participants may also hold a private focus group, even with people previously unknown to them, provided that proposed marketing material is not sent to focus group members by email or shared by any other means of file transfer, but instead presented on screen during the session. Event participants must not publish their work in any public forum of any kind, including social media, and participants found breaching this will be disqualified. Participants found attempting to pass off their material in public as the Wessex Water brand will also be disqualified.

The Entry must be original work and must not be created, in whole or in part, by any third party. By submitting the Entry, you confirm that you are not aware of any intellectual property rights in or associated with the Entry that are owned by third parties or may prevent commercial exploitation of the Entry.

If you have used any material such as images or photographs in your Entry which you do not have the right to use or publish or which is owned by any third party, we shall at our own discretion either seek permission to from the owner of that material for its use by us or we shall seek to replace such material with similar material which we are legally entitled to use.

You agree that if you win any “persona”/category, you hereby transfer all copyright and intellectual property rights in your Entry to Wessex Water. Notwithstanding this Wessex Water will permit you to use your Entry material in portfolios of your work, your C.V. and other related non-commercial purposes.

You agree that if you do not win one of the “personas”/categories, you will retain ownership of your Entry and are free to use the material forming your Entry in any other way you choose but you hereby grant a royalty free non-terminable licence to Wessex Water to use the Entry in any future campaigns it runs.

Nothing in this agreement shall give you any right or permission to use Wessex Water branding or intellectual property rights for any purpose whatsoever, except for the use of

Wessex Water branding on Entry material included either in portfolios of your work or your C.V.

3. Judging and awards

The panel of judges will be selected by Wessex Water and will consist of Wessex Water employees. The winners will be announced at the Challenge Final.

The prizes will be awarded to the “personas”/categories further described in the Wessex Water Marketplace webpage in the following amounts:

Sandra - £250

Josh - £250

Rachel - £250

Wessex Water retains the right to award multiple winners for any given “persona”/category if it chooses to do so.

The judging criteria are provided on the Wessex Water Marketplace webpage.

All decisions related to judging of Entries are at the sole discretion of Wessex Water and are final and binding.

For the avoidance of doubt, whilst we very much hope to work with the winning Entry or Entries to produce a marketing campaign, winning a prize in one of the above categories does not guarantee the use of the winning Entry by Wessex Water and such use shall be at Wessex Water’s sole discretion.

If for any reason Wessex Water is unable or unwilling to continue with the use of any winning Entry in its marketing materials for any reason Wessex Water may choose to contact other non-winning participants regarding use of their Entry. This will not affect the allocation of the above prizes and further prize money will not be available.

4. Confidentiality and publicity

You acknowledge that while participating in the Event, you may receive or have access to information that is confidential or proprietary to Wessex Water, its affiliates, agents and/or suppliers (Confidential Information).

All Confidential Information is to be kept strictly confidential, regardless of whether such information is marked as “confidential”. You must not disclose it to anyone or use it for any purpose other than participating in the Event without obtaining prior written permission from Wessex Water.

Following the Event, you must immediately return any Confidential Information to Wessex Water if requested, as well as any draft, working paper and note that contains Confidential Information.

You will not refer to Wessex Water or the Event in any publicity or promotional activity, such as press releases, without the prior written approval of the Wessex Water PR department. Email marketplace@wessexwater.co.uk with any requests for PR.

5. General

You will be responsible for your own costs and expenses in relation to the Event, including but not limited to travel costs.

Wessex Water reserves the right to cancel or postpone the Event for any reason without liability, for example due to circumstances outside Wessex Water's control.

Without prejudice to any other right or remedy of Wessex Water, you may be excluded from the Event or from receiving any prizes or have an awarded prize cancelled if you fail to comply with the terms of this letter agreement.

Nothing in this letter agreement nor the award of any prize constitutes any obligation on the part of Wessex Water to enter into any future agreement or relationship or to use the material that you produce.

This letter agreement constitutes the whole agreement and understanding between Wessex Water and you relating to the Event.

This letter agreement is personal to you and you shall not assign, sub-contract or otherwise transfer your rights or obligations without Wessex Water's prior written consent.

The laws of England and Wales apply to this letter agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) and you agree to submit to the exclusive jurisdiction of the Courts of England and Wales.

Yours sincerely

Katherine Mining
For and on behalf of Wessex Water Services Limited

Each member of the Team acknowledges receipt and agrees to the terms of this letter agreement. **(Each team member must please complete their own separate copy of this page.)**

Signed:

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Print name:

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Date:

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How we will use your personal information

Your personal information will be treated in accordance with our privacy policy which can be found along with details of your rights at <https://www.wessexwater.co.uk/Privacy-policy/>

We will use your personal information to keep a record of your participation in the event, to provide information and respond to queries you may have. We record video meetings for publication on the Wessex Water Marketplace website. Recordings will contain limited information of participants so please adjust your system settings and controls if you do not wish your voice/image to be captured.

During or following the competition Wessex Water may take photographs and/or video/audio recordings that may include your image for use in Wessex Water promotional and publicity materials. Please confirm you agree to any image which provides information about you being used as follows by ticking the boxes below:

Type of publication	Please tick
Our social media: e.g. Twitter and Facebook	
Printed publications: e.g. information leaflets	
Exhibitions	
Wessex Water employee intranet	
Wessex Water customer magazine	
Presentations (with Wessex Water and externally)	
Press Releases	
Wessex Water Services Limited websites	
Use of your full name with the image	

You may withdraw your consent at any time by emailing us at: optout@wessexwater.co.uk