

International Brain Tumour Alliance - IBTA

International Logo Competition Rules and Guidelines

2005/2006

IMPORTANT. BY submitting a design for a logo in the IBTA's international logo competition, every entrant acknowledges that he/she has read, understood and agrees to be bound by these Official Competition Rules and Guidelines which include requirements for eligibility, information on submissions, criteria for selection of winning entries, intellectual property rights, the use of personal data and competition disclaimers.

A. Purpose of the competition:

To identify a suitable logo for the International Brain Tumour Alliance (IBTA) which is a global coalition of brain tumour support, advocacy and information groups, as well as researchers, clinicians and other healthcare professionals who work in the field of brain tumours.

The new logo should symbolise in a general way the IBTA's Statement of Principles and be easily identifiable to people of all cultures and languages.

Further background information about the International Brain Tumour Alliance can be found on the IBTA's website, www.theibta.org.

B. Prize

US \$500 for the winning entry, plus the prestige which will follow if your design is adopted as the official logo for the International Brain Tumour Alliance.

The winner will not have the right to require that any other item, award or benefit is substituted for the cash prize.

C. Criteria and Procedure for Selection of Winning Entry

The proposed winning entry will be initially nominated on or about 1st October 2006 by the IBTA's international panel of distinguished judges who represent brain tumour patients, their carers and members of the healthcare professions. If the judges are unable by at least a majority decision to nominate a single winning entry by such time as the IBTA Steering Committee decide is appropriate, then the IBTA Steering Committee reserves the right to terminate the competition at that point.

The judges will base the nomination of a proposed winning entry on originality, creativity and the ability of the design to reflect the ethos and image of the IBTA. Criteria for successful consideration of an entry will also be based on adherence to the submission details listed in Section E below.

The proposed winning entry nominated by the panel of judges will be submitted for final determination by the IBTA Steering Committee which (at its sole and exclusive discretion and without giving any reasons) has the right of final approval or rejection of any nominated winning logo design. The IBTA Steering Committee will, if it rejects the nominated winning entry, invite the panel of judges to make a further nomination for consideration by it and this process will continue until either the IBTA Steering Committee approve a nominated winning entry and declare the winner of the competition (unless the IBTA Steering Committee decide as indicated below that it is necessary to declare a replacement winner) or until the IBTA Steering Committee or the panel of judges decide to call a halt, in which event, there will be no winning entry and no winner of the competition.

If, having approved a nominated winning entry and declared a winner it comes to the attention of the IBTA Steering Committee that there is some legal impediment to the use of the winning entry by IBTA as a logo or for any other purpose, the IBTA Steering Committee reserves the right to cancel and withdraw its declaration of that entry as the winning entry and to cancel and withdraw its declaration of the entrant who submitted that entry as the winner of the competition and to cancel the award of the cash prize to that entrant or, if already paid to that entrant, to require that entrant to repay the cash prize to the IBTA Steering Committee. In this hopefully unlikely event the IBTA Steering Committee reserves the right to either re-instigate the selection of a replacement winner in accordance with the judging and approval procedures contained in these rules or to decide to call a halt to the competition without declaring a replacement winner. Unless stated otherwise references to the “winner” in these rules will include any “replacement” winner.

The entrants will not be entitled to challenge any decision of the judges or of the IBTA Steering Committee in relation to any matter concerning the competition. The decisions of the IBTA Steering Committee in relation to all matters concerning the competition including as to the final approval or rejection of any entry nominated by the panel of judges as the proposed winning entry or replacement winning entry is final and no further correspondence or appeals relating to its decisions or any decision of the judges will be entered into by the competition organisers (the IBTA) and any entrants.

The winner of the competition will be notified by mail, telephone or email as soon as possible after the judging and approval process is completed. The winning entry, entrant’s name and photograph will be posted on the IBTA website.

D. Eligibility:

The IBTA international logo competition is open to individuals of all ages from any part of the world except to those having a personal connection with the competition judges or officials of the IBTA. The determination of what constitutes a personal connection is at the sole and absolute discretion of the IBTA Steering Committee whose decision shall be final and binding.

Entrants under the age of 18 are welcome, however, their entries must be accompanied by a written consent from their parent/guardian.

Each person shall be limited to submitting one entry.

E. Submissions

Entrants must include their full name, age, address, telephone number and email address with their submission. In the case of minors under the age of 18, written authorisation and agreement of their parent/guardian must also accompany their submission.

The closing date for receipt of entries at all IBTA Logo Competition collection points is midnight (2400 hours) on 31 July 2006 (Greenwich Mean Time). Any entries received after this time will be considered at the absolute discretion of the Steering Committee.

Entries must be easily recognisable.

Entries must not contain any expressions, references or symbols that are of an obscene or violent nature.

The IBTA Steering Committee also reserves the right to reject any entry which contains any material or subject matter which is in breach of any law of any jurisdiction (including any jurisdiction from which entries are not permitted in accordance with these rules and/or any jurisdiction in which the competition shall not be open).

Designs must be submitted in their final form (ie no sketches or conceptual outlines).

Entrants are encouraged to include a short explanation (in no more than 250 words) of how they think their design symbolises in a general way the IBTA's Statement of Principles. These short statements may be written in any language, but must be accompanied by a translation or explanation in English. The IBTA retains the right (but will not be obliged) to publish these explanations in whole or in part together with the winning design on its website or in any promotional material it chooses.

Entries must be of sufficient size, detail and clarity to reproduce clearly on both small and large surfaces, in both colour and black and white printing and on various mediums such as paper, electronic screens, textiles and miscellaneous surfaces such as glass, wood, plastic, etc.

Entries that are not original work of the entrant, are illegible or incomplete will not be accepted.

Entries must be submitted in one the following formats:

Entries via email:

By JPEG or PDF electronic format to: logocompetition@theibta.org

Files should not exceed 300kb

Files should be PC compatible.

Entries by mail

In electronic form on a standard PC format 1.44 HD floppy diskette, CD Rom or hard copy on paper. (Paper should not exceed a width of 8.50 inches or a height of 11.69 inches.)

Entries should be sent to **ONE** of the following centres:

The Secretary, IBTA, PO Box 244, Tadworth, Surrey KT20 5WQ, United Kingdom

The Chair, IBTA, 10 Carrodus Street, Fraser ACT 2615, Australia

Receipt of entries will not be acknowledged.

F. Intellectual Property Rights and Personal Data

1. Title to and Transfer of Intellectual Property Rights.

In consideration for being offered the opportunity to enter the competition in accordance with its rules, and by entering this competition, and by submission of such entry, each of the entrants acknowledges and agrees that all entries become the property of the IBTA and will not be returned and that the IBTA may therefore use (whether alone or in conjunction with any other material or design) the entrant's submission or any part thereof in so far as created by that entrant for whatever purpose IBTA deems necessary, desirable or appropriate. This includes without limitation, the right to register such property in the name of the IBTA in any or all jurisdictions of the world, the right to alter such intellectual property and to own any intellectual property thus derived, the rights to display and make copies of or otherwise publish such intellectual property in any print, film or other media, and the right to sell, transfer or otherwise deal in and with such intellectual property, shall be deemed transferred to the IBTA.

Each entrant, by submission of such entry, represents and warrants that the entrant is the creator of such intellectual property, and to the best of the knowledge or belief of the entrant, the entrant is the sole owner of such intellectual property, that all materials submitted are free from any lien or claim by anyone, that the entrant has obtained all rights, permissions and licences necessary to use the entry for any purpose, that no entry or any part thereof infringes any trademark or copyright or otherwise violates anyone's right of privacy or publicity, and that no other person has any rights to such intellectual property, whether registered or unregistered. Each entrant shall indemnify and hold the IBTA harmless in the event of competing claims to the authorship or ownership of their respective submissions of which the entrant was aware or ought to have been aware, having made reasonable enquiry.

2. Agreement to cooperate with the IBTA to Ensure Complete Transfer of Rights to Intellectual Property and to Defend the IBTA's Right Following Transfer.

In consideration for being offered the opportunity to enter the competition in accordance with its rules, and by entering this competition, and by submission of such entry, each entrant agrees that, should she or he become a winner in the Competition, he or she shall take such reasonable steps as are necessary to ensure that all rights described in the preceding paragraph 1. shall be completely transferred to the IBTA, including, without limitation, the execution of such further assignments, transfers or other documents as shall be necessary to effect such transfer, the preparation, execution and delivery of any documents, including without limitation, factual statements regarding the origin of the intellectual property as the IBTA shall require.

3. Transfer of Rights

The winner will be required to execute (for no additional consideration) such documentation as is required by the IBTA to transfer all the rights in the winning logo design to the IBTA.

4. In the event that the winner is a minor, he/she must provide the written consent/agreement of a parent/guardian as may be required by the IBTA.

5. The winner shall give consent to and authorise the IBTA to use his or her name, photograph or any other likeness, biographical information and statements concerning the competition for the purpose of advertising or promotion.

6. All other entrants shall give their permission for their entry to be reproduced as part of any news or documentary promotion about the IBTA's international logo competition.

7. The IBTA shall record, process and hold personal information submitted to us in accordance with applicable privacy laws. By making a submission, entrants hereby consent to our recording, processing and holding entrants' personal data for purposes of this competition.

8. Notwithstanding the foregoing all entrants agree that their entry may be used by the IBTA in whole or in part for any purpose whatsoever without any compensation.

G. Disclaimers

This competition is void where prohibited by law and for the avoidance of doubt, IBTA, acting by its Steering Committee reserves the right to reject any entry submitted by any entrant from any jurisdiction.

No purchase is necessary to enter the competition and there are no fees to participate in the competition.

Should this Competition be prohibited by law in any jurisdiction anywhere in the world, then the Competition shall not be open in such jurisdiction.

The IBTA assumes no responsibility for unreadable media, lost, late, incomplete, misdirected, illegible or postage-due entries sent by mail or email. The IBTA does not assume any responsibility for any computer, telephone, cable, network, satellite, electronic or Internet hardware or software malfunctions, failures, connections, availability or garbled transmissions, or for any service provider or Internet accessibility or availability, traffic congestion or unauthorised intervention.

The IBTA assumes no obligation, responsibility or liability for any costs whatsoever incurred by any entrants participating in this Competition.

Entry materials become the property of the IBTA and therefore no entries can be returned to entrants. The IBTA may delete, destroy or otherwise dispose of such materials as it sees fit without any obligation whatsoever to any entrant.

The IBTA reserves the right to make modifications to the winning entry to make the final logo more appropriate in the opinion of IBTA, acting by its Steering Committee, for use in various media.

The IBTA reserves the right to reject any entry for any reason and in the case of such rejection, the IBTA is not required to disclose the reason(s). In the event that none of the entries are deemed to be suitable by the IBTA, there may be no winner(s) of the Competition and it will be the sole right of the IBTA to determine whether or not to hold another competition or to invite further entries for this competition.

Any decision of or discretion exercised by or any function performed in relation to this competition by the IBTA Steering Committee shall be deemed made, exercised or performed by the IBTA Steering Committee for and on behalf of the IBTA from time to time.

Reasonable care has been taken in the framing of the rules of this competition but neither the IBTA nor the IBTA Steering Committee nor any of the judges accept any responsibility for any errors, omissions or inconsistencies in these rules or in any logo competition brochure issued or disseminated in connection with this competition and neither the IBTA nor the IBTA Steering Committee nor any of the judges accept any liability for any inconvenience or loss or damage suffered by any person, including entrants, as a direct or indirect result of any such errors, omissions or inconsistencies in either the rules of this competition or any logo competition brochure issued or disseminated in connection with this competition.

The competition and its rules and any logo competition brochure issued or disseminated in connection with this competition are subject to the laws of England and Wales to the exclusive jurisdiction whose courts all parties including entrants agree to submit notwithstanding that such entrants may be resident in and or submit their entries to the competition from jurisdictions outside of England and Wales.

It is the responsibility of each entrant to the competition to satisfy himself or herself that the submission of his or her entry or that his or her participation in the competition is not prohibited in accordance with the laws of any jurisdiction throughout the world including, but not limited to, the laws of the country in which such entrant resides or to whose jurisdiction such entrant is subject. No representation or warranty is given by the IBTA or the IBTA Steering Committee as to the entitlement of any entrant to enter the competition nor as to the compliance with the laws of any jurisdiction of any entry submitted by any entrant to the competition nor as to whether the participation of any entrant in the competition complies with the laws of any jurisdiction save that IBTA and the IBTA Steering Committee will use their respective reasonable endeavours to operate the competition in accordance with these rules which are subject to the laws of England and Wales.

The Contracts (Rights of Third Parties) Act 1999 shall not apply to these rules and no Third Party shall be entitled to enforce any rights pursuant to these rules. The IBTA Steering Committee shall be entitled from time to time at its absolute discretion and without any prior notification to any person including any entrant to the competition to vary any of the rules or the competition or to terminate the competition. Neither the consent of a Third Party nor the consent of any entrant to the competition shall be required for the variation of the rules or the termination of the competition even if such variation or termination affects any benefit or rights conferred on any Third Party or of any entrant. The reference to a Third Party is a reference to any person other than the IBTA Steering Committee and the entrants to the competition whose entries are accepted in accordance with these rules as validly submitted and as entries which comply in full with the requirements contained in these rules.

(A full set of these Rules and Guidelines can be mailed to anyone who does not have Internet access.)