

The BIC® Picture Competition Terms & Conditions

1. ELIGIBILITY:

This competition is open to any person resident in the UK and aged between four (4) and eleven (11) years (the “**Entrant**”). Employees of BIC UK Limited (a company registered in England with company number 389090 and whose registered office is at Chaplin House, Widewater Place, Moorhall Road, Harefield, Middlesex UB9 6NS) (“**BIC**”) or its affiliates, subsidiaries, advertising or promotion agencies are not eligible, nor are members of these employees’ families.

2. TO ENTER:

An Entrant’s entry will comprise of a picture and / or piece of creative writing following the theme “Dragons and the magic and wisdom they possess” which will be an artistic vision of what the Entrant thinks a perfect magical dragon would look like, they then have the option to also name, label or write a short story or poem about their dragon’s magic and wisdom that their dragon possesses. To enter, an Entrant must comply with the following requirements (an “**Eligible Entry**”):

- i. Entrants must submit one (1) image and or descriptive piece of writing (no minimum or maximum word limit) of their vision of a perfect magical dragon and its magic and power depending on their age and ability. It must be created by the Entrant with no assistance. It must be produced on A4 white plain paper using dry materials only (i.e. using only pens, pencils, crayons but not paint or glued items). Only hard copies (not scanned copies or photocopies) will be accepted. Each Entrant may only submit one (1) Eligible Entry to this competition. Incomplete or incoherent entries may be deemed invalid at the sole discretion of BIC. If the Entrant enters more than one picture, BIC or a third party appointed by BIC, whose details are set out at the bottom of these terms and conditions, (the “**Promoter**”) has the option to disqualify one or both entries at its discretion.
- ii. This competition runs from April 1 2014 09:00:00 a.m. GMT to Tuesday September 30 2014 17:00:00 p.m. GMT.
- iii. Entries can be submitted to BIC:
 - a. by the Entrant’s school, clubs or organisation; or
 - b. individually by the Entrant’s parent or guardian.
- iv. All entries must be sent (either by the Entrant’s school, club or organisation or by their parent or guardian) to **BIC® Picture 2014, BIC UK & Ireland, Chaplin House, Widewater Place, Moorhall Road, Uxbridge, UB9 6NS**. Eligible Entries must be received no later than the closing date of Tuesday September 30 2014 at 17:00:00 p.m. GMT.
- v. In the event of a disability or inaccessibility to sending a hard copy postal entry, the parent or guardian of an Entrant can contact customerservice.ukirl@bicworld.com to organise a suitable method to submit any such entry. BIC may, at its sole discretion, accept such entries.
- vi. Every entry must be accompanied by a signed consent form which can be downloaded from www.bickids.com.
- vii. Every school/club or organisation consent form must include the name of the Entrant, age of the Entrant, name of school/club or organisation, age group category entered, school/club/organisation contact address, email address and telephone number, title of picture, short description of the image and must be signed by the teacher/organisation leader of the Entrant.
- viii. Every parental consent form on behalf of individual entries must include the name of the Entrant, age of the Entrant, parent or guardian

contact address, email address and telephone number, title of picture, short description of the image and must be signed by the parent or Guardian of the Entrant.

ix. Entrants must be aged between four (4) and eleven (11) years and at the time of entry, be in the school/club/organisation years listed below.

Entries will be judged in two categories (each a "Category"):

a. Category 1 (age 4-7);

b. Category 2 (age 8-11);

x. Eligible Entries may not be the subject of previously received awards/prizes

xi. Entry to The BIC® Picture competition constitutes full and unconditional acceptance of the terms and conditions which are available for view

on The BIC® Picture website: www.bickids.com. BIC reserves the right to disqualify anyone it deems, in its sole discretion, to be in breach of

these terms and conditions. No purchase is necessary to enter this competition.

3. INTELLECTUAL PROPERTY:

i. By submitting a picture to The BIC® Picture competition, the Entrant grants BIC and its affiliates an unlimited, irrevocable, worldwide, royaltyfree,

perpetual, non-exclusive right and licence to use, reproduce, publish, modify, perform and display the picture on The BIC® Picture website

at www.bickids.com (controlled by BIC and remains locked against comments) and on the BIC®

Creativity Facebook and Twitter page

www.facebook.com/BICcreativity and twitter @BIC_Creativity or any replacement or successor to such webpages.

ii. Images must not violate the privacy or intellectual property rights of any person or entity. This shall include, but not be limited to, all third party

copyrighted materials. Any entries found to do so will be disqualified.

iii. BIC will not pay any compensation for any entry or its contents, or any use we may make of them.

By submitting his or her The BIC® Picture

entry, the Entrant agrees and represents to BIC that the Entrant is the sole copyright owner of any images used.

iv. Entries will not be returned.

4. USE OF DATA:

i. By entering into The BIC® Picture competition, an Entrant's parent or guardian agrees to allow BIC to process and deal with the personal

information that they supply to BIC on the entry form for the following purposes:

a. to administer the competition;

b. to contact the winning Entrants; and to display limited information (first name, age and school) of the finalists on the websites,

www.bickids.com, www.facebook.com/BICcreativity or any replacement or successor to such web page, any BIC sub domains, and in any

marketing or advertising of any kind related thereto, in any medium now known or later developed.

ii. The Entries of the 40 shortlisted finalists will be added on to the BIC® Creativity Facebook page, if the parent's consent form indicates

agreement for this addition. The parent or guardian of the Entrant agrees that BIC or its Promoter may contact the parent or guardian of the

Entrant to organise any other publicity opportunities if the Entrant is a Finalist or Winner.

iii. Unless otherwise agreed with the parent or guardian of the Entrant, The BIC® Picture website will include the first name of child, the age of the

child and the school they attend as the only method of identifying the artist of the picture.

iv. Parents or guardian of the Entrant can at any time ask for the Entries to be removed from www.bickids.com and

www.facebook.com/BICcreativity and twitter @BIC_Creativity pages.

5. SELECTION OF FINALISTS AND WINNERS:

Only Eligible Entrants [see section 2] to the competition will be considered for and may qualify as Finalists and Winners.

i. Finalists:

a. BIC or its Promoter will view all Eligible Entries and shortlist up to forty (40) finalists (up to twenty(20) per Category) (each a "Finalist").

Finalists in each category will be ranked using the criteria set out below as detailed in paragraph 5.ii.

b. BIC or its Promoter will then contact the top-ranked entry for written consent from the parent or guardian. If the consent is not received within a specific period (1 week), the second-ranked entry will be contacted, and so on until the consent is obtained and therefore the entry with consent is the Finalist for that category. The overall Winner will be selected from the Finalists.

c. Finalists will only be selected for a Category where there are four (4) or more Eligible Entries in that Category to allow for fair judging. If a Category does not have four (4) or more Eligible Entries, BIC reserves the right to remove that Category and that Category will not have Finalists chosen and will not have a winner chosen—the Category is deemed forfeited.

Winners:

The Finalists and winners are chosen using the criteria set out below. A panel of independent judges and judges from BIC will pick up to twelve (12) Category winners (1 main winner from each category and 10 runners up across both categories) from the Finalists and, from the Category winners, will pick two (2) overall winners from each category. The Category winners will be notified in the week commencing Monday October 20 2014 via the school/club/organisation or other contact details that they used to submit their competition entry.

ii. Criteria:

a. The criteria used by the judging panel to select the twelve (10) runners up and two (2) overall winners will be as follows:

Originality

Creativity

Colour

Technical ability

b. The decision of the judges is final and no correspondence will be entered into.

6. PRIZES:

i. Ten runner-up category winners will receive a selection of BIC® Kids colouring products for their school and BIC® products (selected by BIC) for the child with a total retail value of approximately £100.

ii. The two overall winners (2) and his/her classes will receive a creative stop motion animation workshop each from the InspirEd.

iii. The two overall winners (2) will also receive cinema tickets for the whole class to an animated movie screened in the UK (maximum 30 per class).

iv. The class must be taken between November 2014 and 21 January 2014 and is subject to the chosen artist's availability for suggested dates.

The overall winners and their schools/organisations/clubs will be contacted by BIC by phone and / or email, to discuss and arrange details of the animation workshop.

7. LIABILITY:

i. BIC does not accept any responsibility for any additional costs incurred by the Entrant whilst entering The BIC® Picture competition.

ii. The Entrant's parent/guardian agrees that BIC will have no liability whatsoever for any injuries, losses, costs, damage or disappointment of any kind resulting in whole or in part, directly or indirectly from acceptance, misuse or use of the prize. Nothing in this clause shall limit BIC's liability in respect of death or personal injury arising out of its own negligence or arising out of fraud.

8. WINNERS:

i. Should a winner be chosen who has since left the primary school, club or organisation from which they entered the competition, that organisation will still receive the prize of a selection of BIC® Kids colouring products (selected by BIC) as detailed in paragraph 6.i.

ii. If a winner did not enter through an organisation, that winner will have the option to choose which organisation should receive the prize as detailed in paragraph 6.i.

iii. BIC and its Promoter reserve the right to pick another winner should the first choice winner be unreachable within three working days.

9. OTHER:

i. Events may occur which render the promotion itself or the awarding of the prizes impossible due to reasons beyond BIC's control. BIC may, in its absolute discretion, amend, modify, cancel or withdraw this competition at any time without notice and the Entrant agrees that no liability shall attach to BIC as a result thereof.

ii. In the event of the prizes above being unavailable, BIC reserves the right to substitute without prior notice the prize stated with an alternative prize of equal or greater value.

iii. The prizes are not transferable and cash alternatives will not be offered.

iv. No correspondence will be entered into regarding either this competition or these terms and conditions. In the unlikely event of a dispute, BIC's decision shall be final.

BIC: BIC UK & Ireland Trade Marketing Manager, Chaplin House, Widewater Place, Moorhall Road, Harefield UB9 6NS

Promoter:

BIC UK & Ireland Trade Marketing Manager, Chaplin House, Widewater Place, Moorhall Road, Harefield UB9 6NS