

6<sup>th</sup> July 2018

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# EXOMARS ROVER NAMING COMPETITION UK PRIZE TERMS AND CONDITIONS



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#### 1. The Promoter

The promoter is the UK Space Agency of Polaris House, North Star Avenue, Swindon, SN2 1SZ.

# 2. The competition

- 2.1 The title of the competition is "Name the ExoMars Rover".
- 2.2 To enter the competition, suggest a name for the ExoMars rover and an explanation of why you think it should be the name of the rover.

#### 2.3 The name

- (a) The name can be a single word, a short combination of words, or an acronym.
- (b) The name must not have been used for a past, current or proposed space mission, or a component part of a space mission.
- (c) The name must not infringe a third party's intellectual property rights, including trademarks.
- (d) If the name honours a person, that person must have died on or before 10<sup>th</sup> October 1993.
- 2.4 The explanation must be no more than 150 words in length.

# 3. How to enter

- 3.1 The competition will run from 09:30am BST on 20<sup>th</sup> July 2018 (the "**Opening Date**") to 23:59pm BST on 10<sup>th</sup> October 2018 (the "**Closing Date**") inclusive.
- 3.2 All competition entries must be received by the Promoter by no later than 23:59 BST on the Closing Date. All competition entries received after the Closing Date are automatically disqualified.
- 3.3 Enter the competition online by submitting the online entry form provided on the UK Space Agency Website by Closing Date. To enter by post the entry must include the entrants name, contact details, age if under 18, the name suggestion and reason which must be under 150 words. The entry should be posted to:
  - Rover Naming Competition, UK Space Agency, Polaris House, North Star Avenue, Swindon, SN2 1SZ
- 3.4 The Promoter will **not** accept:



- (a) responsibility for competition entries that are lost, mislaid, damaged or delayed in transit, regardless of cause, including, for example, as a result of any postal failure, equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind; or
- (b) proof of posting or transmission as proof of receipt of entry to the competition.
- 3.5 By submitting a competition entry, you are agreeing to be bound by these terms and conditions.
- 3.6 Please see the UK Space Agency website for a copy of these competition terms and conditions.]

# 4. Judging the entries

- 4.1 The UK Space Agency will appoint a judging panel. That panel will select a winning name from all the names submitted. The decision of the panel of judges (acting reasonably) will be final. If more than ten entrants submit the same winning name, 10 entrants will be selected at random from those with the winning name.
- 4.2 As part of their decision, the panel will consider whether the name is acceptable to all ESA Member States.
- 4.3 A list of names of the judges can be viewed on the UK Space Agency website from the Closing Date for a period of 30 days.

#### 5. Eligibility

- 5.1 The competition is only open to individuals resident in a Member State of the European Space Agency and associate members (see 5.2 below), **except**:
  - (a) the judging panel (in 4.1 and 4.3 above); and
  - (b) members of the immediate families or households of (a) above.
- The Member States and associate members of the European Space Agency are: Austria, Belgium, Canada, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Luxembourg, the Netherlands, Norway, Poland, Portugal, Romania, Slovenia, Spain, Sweden, Switzerland and the United Kingdom.
- In entering the competition, you confirm that you are eligible to do so and eligible to claim the prize, and to attend the Airbus facility in Stevenage, United Kingdom. The Promoter may require you to provide proof that you are eligible to enter the competition.
- 5.4 There is a limit of one entry per person. Entries on behalf of another person will not be accepted and joint submissions are not allowed, except for entries from a teacher on behalf of a school class.



5.5 The Promoter reserves all rights to disqualify an entry if your conduct is contrary to the spirit or intention of the prize competition.

## 6. The prize

- 6.1 The prize is for the entrant and up to 3 guests, which if the entrant is under 18 must include an adult, to attend a tour of the Airbus facility in Stevenage, United Kingdom, where the Mars Rover is being built. The prize does not include the cost of travel to or from the Airbus facility.
- 6.2 You will be responsible for ensuring that you and any person travelling with you are available to travel and hold valid passports, any necessary visas and travel documents.
- 6.3 There is no cash alternative for the prize.
- 6.4 The prize is not negotiable or transferable.

#### 7. Winner announcement

- 7.1 The decision of the judging panel nominated by the Promoter is final and no correspondence or discussion will be entered into.
- 7.2 The Promoter will contact the winner personally as soon as practicable, using the email address provided with the competition entry. The Promoter will not amend any contact information once the competition entry form has been submitted.
- 7.3 It is currently planned that the winner of the competition will be publicly announced at the tour of the facility and will be publicised through the UK Space Agency Social website following the tour ("Announcement Date").
- 7.4 A list of Winners can be viewed on the UK Space Agency website from the Announcement Date for a period of at least 30 days.

## 8. Claiming the prize

- 8.1 The prize may not be claimed by a third party on your behalf.
- 8.2 The Promoter will make all reasonable efforts to contact the winner. If the winner cannot be contacted or is not available, or has not claimed their prize within 21 days from and including the date of notification ( in accordance with 7.2 above), the Promoter reserves the right to offer the prize to the next eligible entrant selected from the correct entries that were received before the Closing Date.
- 8.3 The Promoter does not accept any responsibility if you are not able to take up the prize.



#### 9. Limitation of liability

In so far as is permitted by law, the Promoter, its agents or distributors will not in any circumstances be responsible or liable to compensate the winner or accept any liability for any loss, damage, personal injury or death occurring as a result of taking up the prize except where it is caused by the negligence of the Promoter, its agents or distributors or that of their employees. Your statutory rights are not affected.

# 10. Ownership of competition entries and intellectual property rights

- 10.1 All competition entries and any accompanying material submitted to the Promoter will become the property of the Promoter on receipt and will not be returned.
- 10.2 By submitting your competition entry and any accompanying material, you agree to:
  - (a) assign to the Promoter all your intellectual property rights with full title guarantee; and
  - (b) waive all moral rights,

in and to your competition entry and otherwise arising in connection with your entry to which you may now or at any time in the future be entitled under the Copyright, Designs and Patents Act 1988 as amended from time to time and under all similar legislation from time to time in force anywhere in the world.

10.3 You agree that the Promoter may, but is not required to, make your entry available on the UK Space Agency Website and any other media, whether now known or invented in the future, and in connection with any publicity of the competition. You agree to grant the Promoter a non-exclusive, worldwide, irrevocable licence, for the full period of any intellectual property rights in the competition entry, to use, display, publish, transmit, copy, edit, alter, store, re-format and sub-licence the competition entry for such purposes.

#### 11. Data protection and publicity

- 11.1 If you are the winner of the competition, you agree that the Promoter may use your name, image and town or county of residence to announce the winner of this competition and for any other reasonable and related promotional purposes.
- 11.2 You further agree to participate in any reasonable publicity required by the Promoter.
- 11.3 By entering the competition, you agree that any personal information provided by you with the competition entry may be held and used only by the Promoter or its agents and suppliers to administer the competition and will be deleted 3 months after the closure of the competition.



## 12. General

- 12.1 If there is any reason to believe that you are in breach of these terms and conditions, the Promoter may, at its sole discretion, reserve the right to exclude you from participating in the competition.
- 12.2 The Promoter reserves the right to hold void, suspend, cancel, or amend the prize competition where it becomes necessary to do so.
- 12.3 These terms and conditions shall be governed by English law, and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.