

We, the Secretary of State for the Home Department acting through the Government Equalities Office are referred to below as “the Home Office”, “GEO”, “we”, “us” or “our”.

We are inviting entrants (“you” or “your”) to create a design (“your design”) for a logo which sports clubs can use to show their commitment to kicking homophobia and transphobia out of sport.

The winning logo will be known as the “Logo”.

By entering this competition you agree that you have read, understood and agree to be bound by these competition rules and the competition brief (together the 'Rules').

Eligibility

- 1.** The competition is open to UK residents of any age. If you are under 18 years old, you represent and warrant to us by entering this competition that your parents/guardians have consented to your entry and to these Rules, which they have read. Proof of age and identity may be required.
- 2.** Officers, employees or agents of the Home Office and GEO and members of their families or households are not eligible to enter the competition.
- 3.** You may submit multiple entries. Illegible, incomplete, defaced or corrupt entries will not be accepted. We do not accept responsibility for lost entries and proof of transmission will not be accepted as proof of receipt. Please note that entries will not be returned.
- 4.** The competition is open from 21st November to 5pm on 18th January 2012. Any entries submitted after this time will not be accepted.

Submitting your entry

- 5.** You can draw your design on paper or design it on a computer. Please do not use photographic images.
- 6.** Remember your design needs to work across all sizes, even when it is as small as a ten pence piece - so please keep it simple and bold.
- 7.** Your entry must include your design, your name, age, contact details (email and telephone number) and may include some information about the idea behind your design ('your entry').
- 8.** Submit your entry by emailing it in a digital format (e.g. PDF, PowerPoint, Jpeg) to sportscharter@geo.gsi.gov.uk or send it on A5 piece of paper by post to Nancy Tenenbaum at Home Office, 2 Marsham Street, London SW1P 4D.

Intellectual property rights

9. Your entry must be your own work and must not have been published elsewhere or have won a prize in any other competition. It is your responsibility to ensure that your design does not infringe the copyright of any third party or any laws.

10. You warrant to us that your design is your own work and that it does not contain anything that is defamatory, obscene or otherwise offensive.

11. You warrant to us that you own the copyright for your design. However, in consideration of our providing the competition, you grant to us a non-exclusive, worldwide, sub-licensable, royalty-free and perpetual licence to use your design, and any other material and/or information submitted with your entry or otherwise provided by you ('your entry'). If you are chosen as the Winner then the provisions of paragraph 18 below will apply instead of this paragraph 11.

12. Our right to use your entry includes the right to copy, reproduce, modify, adapt, and otherwise communicate it to the public, including via our website and publicity materials and on Facebook, but for the avoidance of doubt we shall not sell or commercially exploit your entry without your consent.

13. You agree to take part in and cooperate with a reasonable amount of publicity or other promotional activity with us, and agree that we may publish your name and home town name, and any photographs, films and/or recordings made by us or on our behalf and featuring you and/or your entry.

The shortlist and the winning design

14. Ben Cohen will shortlist the finalists from the submitted entries. The short listed designs will be put on the Home Office's Sports Charter Facebook page (www.facebook.com/lgbtsportcharter) and the public will vote for what they think is the best entry. The design which gathers the most votes will be the winning Logo which will be used for the campaign to tackle homophobia and transphobia in sport. All of the top five designs will be eligible for prizes.

15. The designer of the winning design (the 'Winner') will be notified (by email or telephone) no later than 29th February 2012.

16. No written correspondence or discussion of the competition outcome will be entered into.

17. The competition prizes include:

- 2 tickets to the championship playoff finals at Wembley
- 2 tickets to the AEGON Tennis Championship at Queens
- 4 tickets to the Rugby League Challenge Cup Final

- A signed Ben Cohen shirt
- A tour of Wembley Stadium
- A mascot package for under 11s at an England Football International at Wembley.

18. If you are selected as the Winner:

- you will get first choice from all the prizes. The person with the second highest number of votes will get second choice and so forth.
- you agree to waive your moral rights in the Logo;
- you will assign to the Home Office, with full title guarantee, (where relevant by present assignment of future copyright) all right, title and interest in and to the copyright, design right and any other intellectual property rights in your entry. This assignment includes the right to sue and retain damages and other remedies for any infringement or other unauthorised use prior to the date of submission of your entry to us;
- you agree to do such acts and enter into such documents to give effect to this Clause 18 and as are required by us to vest in the Home Office full ownership of all rights in your entry and allow us (and our agents, sponsors, promoters and sublicensees) to make the fullest use possible of your design. You also agree that, if you are selected as the Winner, you will receive no financial reward in respect of the transfer of ownership of all rights in your design to the Home Office or any royalty payment in relation to the future use of your design; and
- you agree that we have no obligation to use your design and may edit, alter, adapt, manipulate, modify or otherwise deal with your design (or any portion of it) in any manner in which we see fit.

Miscellaneous

19. We shall not be responsible for any expenses incurred by any entrant or Winner and/or any guest, parent or guardian (where applicable) in connection with entering this competition, producing their design or the enjoyment of the prizes.

20. We shall not be liable for any damage, loss, injury or disappointment suffered by any person as a result of taking part (or not being able to take part) in the competition or as a result of taking up (or not being able to take up) a prize.

21. Nothing shall exclude or limit our liability for death or personal injury as a result of our negligence, or our or your liability for any fraudulent misrepresentation.

22. You agree to keep confidential any information of any nature about GEO and its business, personnel and any sponsors that is received by you as a result of participating in the competition.

23. We shall keep your personal details for a reasonable time so that we can operate the

competition and verify that these Rules have been complied with, as well as for accounting purposes. We may pass your details on to our service providers, agents and any sponsors to facilitate your participation in the competition and (where applicable) taking up a prize (including the consequences of that prize, as described in these Rules). Any personal data relating to you will be used solely in accordance with current UK data protection legislation.

24. We reserve the right to postpone or cancel the competition and/or to amend or supplement these Rules at any time, without prior notice or liability. Any changes will be posted within these Rules or on the Home Office website.

25. We reserve the right to disqualify, without liability, any entrant if we have reasonable grounds to believe that the entrant has breached any of these Rules.

26. The prizes have no cash value and cannot be sold on for profit or gain but may be transferred.

27. These Rules, and any non-contractual obligations arising out of or in connection with these Rules, are governed by, and interpreted in accordance with, English law. The English courts shall have exclusive jurisdiction in relation to all disputes arising out of or in connection with these Rules (including claims for set-off and counterclaims), including disputes arising out of or in connection with:

- (a)** the creation, validity, effect, interpretation, performance or non-performance of, or the legal relationships established by, these Rules; and
- (b)** any non-contractual obligations arising out of or in connection with these Rules.