

Daybreak

ARE YOU CREATIVE?

Well why not take part in Daybreak's **SKETCH SANTA** Christmas card competition.

We want you to design a Christmas card which includes an image of Santa in the scene.

And there's a chance your card could be in the shops for Christmas in a pack designed by some of your favourite celebrities!

If you're aged between 6 and 16 you can enter.
Watch Daybreak or visit itv.com/daybreak for full details.



*
**TEXT
SANTA**
itv®



Parent / legal guardian name: _____

Parent / legal guardian contact phone number: _____

Parent / legal guardian email address: _____

Parent / legal guardian home address: _____

Name of the child whose design you are submitting: _____

Child's age: _____

I confirm that I am the parent or legal guardian of the entrant named above. I have read and understand the Terms and Conditions applicable to the competition (overleaf and available at itv.com/terms) and I agree to comply and to ensure that the entrant complies with those Terms and Conditions. I understand that by signing this form I agree to the entrant assigning all of their rights in their design to the Promoter as set out in the Terms and Conditions.

Parent / legal guardian signature: _____

Date: _____

Closing Date: 6pm Tuesday 9th October

Must be returned by email to daybreak@itv.com
or be printed and sent by post to
**Daybreak's "Sketch Santa" Competition,
The London TV Centre,
Upper Ground, London SE1 9LT**

If you're not sending us the original drawing, please keep it safe as we might need it later.

Submit your art using the next page...

Your Christmas greeting (in English):

Your Design:

AVIOD THIS AREA

MUST BE PORTRAIT



DAYBREAK 'SKETCH SANTA' COMPETITION: INTERACTION INFORMATION

Opening/closing date & time:

Submission period opens for entries as stated on 'Daybreak' (the "programme").
Submission period closes for entries at 6pm on 9 October 2012.

Eligibility criteria:

Entrants must meet the following criteria:

Must be aged between 6 and 16 on 1 October 2012;

Must be a UK (including Northern Ireland), Channel Islands or Isle of Man resident, meaning they must ordinarily be living in the UK (including Northern Ireland), the Channel Islands or the Isle of Man for the duration of the competition.

Must not be employed or engaged by the Promoter, programme producers (the "producers"), Hallmark Cards plc (the "Prize Provider") or companies within their group of companies or be a live-in partner or immediate relative (i.e. mother, father, son, daughter, brother or sister) of an employee of the Promoter, Prize Provider, producers or companies within their group of companies or persons professionally associated with the competition;

Must disclose to the producers when asked, details of any and all convictions and actions pending against the entrant currently and/or any unspent convictions other than driving offences which have not resulted in a ban. At the sole discretion of the producers, certain convictions or pending criminal proceedings against an entrant may invalidate their entry or otherwise result in the termination of their participation in the programme;

Must be available to be contacted, and for filming purposes or otherwise on specified dates, including but not limited to:

29 October 2012 to 2 November 2012 (inclusive);

26th November – 30th November; and

such other date or dates as may be specified by the Promoter and/or producers;

Must disclose to the producers when asked, details of any professional (or equivalent) design qualifications or experience held. Professional designers are not excluded from entering the competition.

Proof of eligibility may be required.

Failure to comply with the eligibility or entry criteria as set out in these terms and conditions, and elsewhere as applicable or failure to comply with instructions and/or directions given or with these terms and conditions in any way may result in disqualification from the competition. For the avoidance of doubt, if we suspect that an entrant is not eligible to participate in this competition, we reserve the right to terminate or suspend their further participation and that entrant forfeits any claim to participate further in the competition and/or to winning any prize.

By entering this competition you agree to comply with these terms and conditions, and you agree that you may be contacted by the producers and the Prize Provider, and that you and the entrant may be required for filming purposes and/or other appearances at any time for simultaneous or later broadcast in any media worldwide in perpetuity, and that your entry and your name may be published in all media worldwide in perpetuity, adapted, in whole or in part, or otherwise exploited in any manner, including but not limited to publication on www.itv.com (the "website") in the Promoter's and/or the Prize Provider's sole discretion (as appropriate).

Method of entry:

Go to the website at www.itv.com/daybreak, download the entry form and follow the instructions to submit your entry form to us. The form must be submitted by a parent or legal guardian on behalf of the entrant.

Your design should reflect 'What Christmas means to you?', and must:

- (a) be original (i.e. it has not been previously created by any person other than the entrant);
- (b) fit within the space indicated on the entry form;
- (c) show a Christmas scene including Santa Claus;
- (d) include a seasonal greeting in the space provided on the application form in the English language;
- (e) must be drawn by hand (i.e the design cannot be computer generated);
- (f) must not include anything stuck onto the design (e.g. cotton wool or glitter).

The entry form must be completed including all information required by the form (including the entrant's name and age (as at the opening date of the competition) and the contact information for the entrant's parent or legal guardian who is submitting the form on their behalf. The entry form must be signed by the parent or legal guardian of the entrant (if submitting the form by email, please scan and return the form). Unsigned forms submitted by email will be considered but all shortlisted entrant's parent or legal guardian will be required to sign a copy of the entry form before the conclusion of the competition and failure to do so at any stage will result in disqualification.

☒ Entry forms should be emailed to daybreak@itv.com or posted (with sufficient postage paid) to Daybreak's "Sketch Santa" Competition, The London TV Centre, Upper Ground, London SE1 9LT. Entry forms must be received by the Promoter by the closing date and time for the competition. Forms will not be returned.



There is no limit on the number of entries each entrant may submit. If you wish to submit multiple entries on behalf of the same entrant, please include an entry form for each entry. Entries submitted without an entry form will not be considered. Entries created by groups of individuals or organisations will be invalid and will not be entered into the competition. Entries which are incomplete, incomprehensible, illegible, or which are received or submitted after the deadline for receipt of entries or which are submitted without sufficient postage paid will be invalid and will not be considered.

Please note that there is no other method of entry other than as specified in these terms and conditions. The Promoter, Prize Provider and the producers bear no responsibility for any entry which is incorrectly submitted, lost due to technical problems, or damaged in any way. The Promoter, Prize Provider and/or the producers will not acknowledge receipt of any entry.

Entry criteria:

By submitting a design each entrant warrants and represents that he/she owns the rights to the design submitted and that the submitted design is (a) original, meaning that it is the entrant's own work not having been copied from any pre-existing design and has been legally obtained and created; and (b) not commercially available in the UK or abroad.

The entrant agrees that they will not submit an entry to the competition which contains any information which in any way infringes the copyright or other rights of a third party, or which infringes any applicable laws and that the information they provide is accurate and up to date.

The entry must not contain any information or product which is in any way defamatory, obscene, unlawful, harmful, offensive or inappropriate or infringes the rights of a third party or may have the effect of being harassing, threatening, abusive or hateful or that otherwise degrades or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age or disability. The entrant agrees not to advertise or promote third parties' goods or services within their entry. Any such entry will be deemed inappropriate and will not be considered.

Cost of entry:

There is no charge for entry but internet service provider's fees may apply when accessing the internet and postage fees will apply when entering by post.

Selection criteria:

Entries will be judged based on originality and overall creativity of the design and the seasonal greeting (the 'selection criteria').

Selection process:

All eligible entries received by the closing date and time will be reviewed between 9 and 12 October 2012 (inclusive) by a selection panel consisting of members of the programme production team. They will, based on the selection criteria, select up to forty (40) shortlisted entrants (the "Shortlisted Entrants").

Each Shortlisted Entrant will be contacted for confirmation of eligibility and compliance with the entry criteria (including receipt of a signed entry form). Failure to comply with any criteria may result in disqualification of a Shortlisted Entrant and another entrant being selected by the panel from the entrants and contacted to become a Shortlisted Entrant instead.

The Shortlisted Entrants will then be reviewed w/c 15th October by a panel consisting of one member of the programme production team, a representative of the Prize Provider and an independent judge. The panel will select up to four (4) semi-finalists from the Shortlisted Entrants whose entries best meet the selection criteria (the "Semi-Finalists") and will then decide which of the Semi-Finalists is their favourite entry in accordance with the selection criteria and that entry shall be the winner of the Prize.

The Promoter will reimburse all reasonable travel expenses and overnight accommodation expenses where required throughout the selection process (not including the costs of room service, mini-bar, internet use and/or connection, international telephone calls or any other extras). For the avoidance of doubt the Promoter shall not pay for any expenses other than those set out herein unless the Promoter agrees the same in writing in advance of such expenses being incurred and you provide the Promoter with a receipt evidencing the same.

The independent judge on the judging panel shall be the head judge who will determine who will be the Semi-Finalists or who will win the prize in the event of a tie in the scoring or in the vote or other circumstance beyond the reasonable control of the Promoter and/or the producers. The decision of the judging panel or the head judge is final and no correspondence will be entered into.

In the event that any entrants' design is deemed not to be original or otherwise fails to meet the entry criteria at any time, that entrant may, in the sole discretion of the producers, be disqualified from further participation in the competition at any time and forfeiture of any claim to winning the prize and the producers may in their sole discretion select one of the remaining Shortlisted Entrants or Semi-Finalists to be the winner. The decision of the producers will be final.



For the avoidance of doubt, the producers reserve the right to publish any entrant's entry and/or to film any entrant's appearance at any location at any time for simultaneous or later broadcast in the programme or otherwise, in any media in whole or in part. The selection process and the announcement of the winner may, in the sole discretion of the producers, be filmed on such dates as may be determined by the producers and broadcast on the Programme and/or on the website at any time. It is the responsibility of the entrant to inform the producers of any wheelchair or similar access requirements and to adhere to any applicable health and safety guidelines and other instructions.

Prize:

The prize for the competition shall be the inclusion of the winner's design in the pack produced for sale by the Prize Provider (both in selected stores and online via www.itv.com/daybreak) and a cheque made payable in the name of the winner's parent or legal guardian only for £200 (two hundred pounds sterling) (the "Prize").

A minimum of 50p from the sale of each pack of Christmas cards by the Prize Provider shall be donated to the ITV Text Santa Appeal. For details of the charities being supported by Text Santa please visit <http://responsibility.itvplc.com/community-and-giving/itv's-annual-charity-appeal.aspx#heading-1>.

For the avoidance of doubt you shall not receive any royalty from the sale of the Christmas cards as set out in the Assignment of Intellectual Property Rights below.

ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

In this section the following words shall have the meanings indicated:

Intellectual Property Rights: means patents, trade marks, service marks, trade names, registered and unregistered designs, trade or business names, copyright (including, but not limited to, rights in software), database rights, design rights, rights in confidential information and any other intellectual property rights whatsoever irrespective of whether such intellectual property rights have been registered or not which may subsist in any part of the world in the Submission;

Moral Rights: means those rights conferred by sections 77 to 85 (inclusive) and sections 205A to 205N (inclusive) of the Copyright, Designs and Patents Act 1988 (as amended from time to time) or any similar rights conferred;

Submission: means all designs, drawings, measurements, photographs, samples and the like (including any part thereof) that you have submitted to us in accordance with these terms and conditions for the competition provisionally entitled "Sketch Santa".

(a) You hereby irrevocably and unconditionally assign to Promoter with full title guarantee (and by way of present assignment of present and future rights) and free from all encumbrances, charges, options, licences or other rights of third parties, all Intellectual Property Rights and accrued rights of action in any works and/or materials created or developed by you in the course of entering the competition throughout the world for the full unexpired period of such rights and all renewals, reversions and extensions of such period as may be provided under any applicable law throughout the world.

(b) You hereby irrevocably and unconditionally waive in favour of Promoter, all members of the Promoter's group of companies and their licensees, assigns and successors in title, all Moral Rights in the Submission to which you may, or may at any time in the future be, entitled.

(c) You acknowledge and agree that we shall have the right to grant to any selected third party (including, but not limited to, the Prize Provider) a sub-licence of any of our rights herein.

(d) You undertake not to exploit the Intellectual Property Rights in the Territory during the Term, or to grant others the right to do so.

(e) You shall do all such acts and execute all such documents as we may require to vest in or confirm to us or our successors in title and licensees all rights assigned or purported to be assigned by you to us herein. Failure to do so if required during the competition may result in your disqualification from the competition.

(f) You grant to us and persons authorised by us the right to create video tape, film, visual and sound recordings, photographs and record all or any part of the Submission (the "Recorded Material").

(g) We shall own all rights of every kind in and to the Recorded Material made in connection with the programme or otherwise including but not limited to the entire copyright and we shall have the right in perpetuity, but not the obligation, to use and exploit any and all such Recorded Material by all means and for any and all purposes in all formats throughout the world in all media now known or to be devised hereafter.



Warranties

You warrant to us that:

(a) you are the copyright owner of, and own all Intellectual Property Rights in, the Submission and have the authority to enter into these terms and conditions and to assign to us the rights herein and you have not previously granted or assigned any rights in the Submission that may conflict with the rights granted herein to us;

(b) the Submission is wholly original to you and that nothing in the Submission and our exercise of the rights herein assigned infringes the rights or interests (including copyright) of any other party or breaches any statute or regulation or entitles any person to claim any payment from us or our licensees;

(c) you are not aware, having made full and reasonable enquiry, of any claim by any third party that the Submission or any pre-existing material incorporating the Submission or included within the Submission, or the exploitation of the Submission and/or any designs based thereon by us or our licensees, has infringed or will infringe any rights of any third party and you agree that you shall immediately inform us if you become aware of any such claim;

(d) in respect of any matters set out in Clause (c) above and any other third party claim in respect of the Submission and/or any designs based thereon (whether actual, suspected or threatened), you shall make no admission or settlement of such claim without our prior written consent and you acknowledge and agree that we shall have the sole control of the defence and negotiations for settlement of such claim and you shall provide us such assistance as we may reasonably require in respect of the same; and

(e) you shall indemnify us and our successors in title, licensees and assigns against any and all claims, costs, actions, losses and/or damages suffered directly or indirectly by us as a result of the breach, non-performance or non-observance by you of any of your obligations, warranties, undertakings and representations under these terms and conditions.

The Promoter and/or the Prize Provider do not guarantee, represent, undertake or warrant that it will contact every entrant or broadcast or feature their entry and/or participation or otherwise exploit in any manner any content which may or may not include their entry and/or participation. Unless otherwise specified, the Promoter is not liable to refund any costs or expenses incurred in entering the competition including but not limited to internet access fees, any phone calls made, travel costs and accommodation, incidental costs, charges, fees, expenses and taxes.

By entering this competition you agree that the Promoter, the producers and the Prize Provider may use and store your personal details in the course of running the competition as set out in these terms and conditions and for related purposes such as promoting the competition, announcing and publicising the winner and advertising the Promoter's, producers' and Prize Provider's products.

This competition and these terms and conditions are governed by English law and subject to the exclusive jurisdiction of the English Courts.

Promoter: ITV Studios Limited, The London Television Centre, Upper Ground, London SE1 9LT.

Prize Provider: Hallmark Cards plc, Hallmark House, Bingley road, Bradford BD9 6SD.

General terms and conditions apply. Please visit "<http://www.itv.com/termsandconditions/generalcompetitionvoteandpolltermsandconditions/default.html>" for General Competition, Vote and Poll Terms and Conditions.

