

1. The within Terms and Conditions (the “**Terms and Conditions**”) relate to a call for entries of memories (which will subsequently be reimagined into artwork as set out herein) to be displayed at an exhibition, printed in a book, and reproduced on the site hoarding surrounding the redevelopment of Elizabeth House, York Road, Waterloo (the “**Competition**”). This Competition is run by HB Reavis UK Limited (the “**Company**”) and is intended to run from 1 September 2022 until 1 December 2022 and from which the Company shall select an unspecified number of entries to be reimagined and illustrated by students of Morley College London (“**Morley College**”) as displayed as set out above. The dates and duration of each exhibited piece are to be confirmed by the Company (the “**Exhibition**”).
2. By entering this Competition, each entrant (the “**Entrant**”) accepts these Terms and Conditions as set out hereinafter and the Entrant further accepts that the Terms and Conditions of this Competition may be altered, amended, varied or otherwise modified by the Company at any time up to and including the final determination of the Competition and that such alteration, amendment or variation may be made orally or in writing and at all times the Terms and Conditions are at the sole discretion of the Company.
3. The Competition is open to all living entrants, but any Entrant under the age of 18 years old as at the date of entering the Competition must have permission from their parent / guardian in order to enter the Competition. Entries are permitted from any location in the United Kingdom.
4. The Competition shall open at 9am 1 September 2022 and shall close at 5pm 1 December 2022 (the “**Closing Date**”). Entries received after this date and time shall not be considered for entry under any circumstances. The Company reserves the right, in its absolute discretion, to extend the Closing Date of the Competition for a reasonable period of time and where so extended the date upon which the Company decide to be the subsequent closing date shall be the closing date for the purposes of these Terms and Conditions.
5. In order to enter the Competition, each Entrant shall submit their written memories or image via the online application form at <https://hbreavis.com/uk/blog-article/postcards-from-waterloo/> or via the postboxes located at Coin Street Neighbourhood Centre and St. John’s Church Waterloo or featured as part of a community event( the “**Entry Form**”) and follow any submission directions therein. A written entry submitted in the Entry Form must adhere to a strict word limit of 200 words (the “**Word Limit**”), and any written entry which exceeds the Word Limit shall be accepted at the discretion of the Company. Images may be submitted alongside the written entry in the Entry Form.
6. The submitted entry (the “**Entry**”) shall be judged in accordance with clause 11.
7. A third party (e.g. gallery, agent or other representative) may not submit work on behalf of the Entrant without the Entrant’s written consent.
8. An Entry that does not conform to the criteria as set out at clause 5 above will not be admissible and will not be considered for Competition. The Company shall retain full and sole discretion over every question as to the admissibility or otherwise of any given Entry. The following are examples (without limitation) of an inadmissible Entry:
  - a) Copies of original works;
  - b) An Entry that is in breach of copyright (or reasonably considered by the Company to create a risk of infringing upon a copyright);
  - c) The Entry is incomplete;
  - d) An Entry that, in the reasonable view of the Company, is likely to breach the Racial and Religious Hatred Act, 2006; and
  - e) An Entry that is, in the Company's opinion, inappropriate for the development at Elizabeth House.

9. In addition, the Company reserves the right to disqualify an Entry, where in the reasonable view of the Company:
  - a) The Entry does not meet any of the entry criteria or these Terms and Conditions;
  - b) The Entrant cannot be contacted; and/or
  - c) The Entrant does not respond within 72 hours of being contacted by the Company.
10. The Competition is open to employees, directors, officers, and agents or servants of the Company, and their immediate family members of their households.
11. Each valid Entry shall be judged by judges appointed by the Company, who shall be in such number and of such qualification as it sees fit at its sole discretion to appoint (and, for the avoidance of doubt, the Company shall be entitled to appoint employees, directors, officers, and agents or servants of the Company as judges). The Judges' decision shall be final and no correspondence will be entered into with the Entrant in respect of the Judges' decision. Each Entry will be judged anonymously and there will be no segregation by country, genre or style etc.
12. The Company shall endeavour to notify any successful Entrant who will be invited to have their Entry reimaged by students of Morley College pursuant to clause 13 (the "**Selected Entrant(s)**") on or shortly after 16 December or such other date as the Company, at its absolute discretion, shall elect (the "**Notification Date**"). On or shortly after the Notification Date, all Selected Entrants will be contacted and provided with full details and the relevant dates, as more generally described in clause 13. The Company may seek verification of the Entrant's eligibility to enter the Competition and, if the Entry was submitted as an image in accordance with clause 5, the Entrant may be required to provide further high-quality images of their Entry for marketing or promotional purposes.
13. All Selected Entrant(s) who are successfully contacted in accordance with clause 12 will be put in contact with a student of Morley College (the "**Student**") to be determined at the sole discretion of the Company (acting in conjunction with Morley College) for the purpose of the Student reimaging the Entry into artwork (the "**Artwork**"). Thereafter, the Selected Entrant(s) agree:
  - a. to collaborate with the Student for the purposes of the Student producing the Artwork;
  - b. to afford the Student with all such co-operation as is reasonably necessary for the Student to complete the Artwork;
  - c. that the final Artwork is to be determined by the Student acting in their sole discretion; and
  - d. (without prejudice to clause 15 and subject to clause 26) that they shall have no ownership nor any other legal and/or equitable rights (including but not limited to any intellectual property rights) in respect of the Artwork.
14. The Company shall display such Artwork as it sees fit at its sole discretion (and, for the avoidance of the doubt, the Company shall not be obliged to display any Artwork). Any Artwork the Company elects to display at its sole discretion shall be displayed at the Exhibition and such other locations and on such dates and times as shall be determined by the Company as it sees fit at its sole discretion.
15. Following the conclusion of the Exhibition and all such other displays of the Artwork, the Company may (at its sole discretion and to the extent it is legally able to do so) purchase the Artwork on behalf of each or any of the Selected Entrant(s). Notwithstanding the foregoing, it may not be possible for the Company to purchase and/or return the Artwork to the Selected Entrant(s) after it has been exhibited. Where it is legally possible and the Company has elected (at its sole discretion) to purchase the Artwork, the Company shall contact the Selected Entrant(s) accordingly. The Company reserves the right to return any Artwork to

Morley College or dispose of any Artwork after the Exhibition that has (i) not been collected by the Selected Entrant(s) in accordance with this clause 15 or (ii) where the Selected Entrant(s) have made no attempt to collect the Artwork within 1 month of the collection date (which shall be notified by the Company to the Selected Entrant(s)).

16. The Company shall not be responsible for any Artwork damaged while it is being exhibited on the hoarding, which includes damage caused when mounting the Artwork to the hoarding, any damage caused by the construction workers or by any failure on the part of the Company to adequately protect the Artwork. The Company also has no obligation to repair any Artwork or re-mount it should it have to be taken down from the hoarding due to damage.
17. The Artist shall be responsible for all costs associated with designing the Artwork.
18. By completing the Entry Form, the Entrant agrees to the Company collecting, retaining, processing, or otherwise utilising the Entrant's personal information solely for the purposes of processing the Entrant's entry to the Competition, the promotion and administration of the Competition and the creation of the Exhibition. The Entrant's personal information will not be shared with third parties or otherwise processed for alternative purposes without the Entrant's consent.
19. By completing the Entry Form and by providing any further information to the Company in relation to the Competition, the Entrant warrants that all such information supplied is truthful, accurate, and not misleading or otherwise incomplete. Where it reasonably or justifiably appears to the Company, that the Entrant is in breach of this warranty, or where the Company understands or apprehends there to be a risk that the Entrant, has or will bring the Competition or the Company into disrepute, the Company shall be entitled to take such steps as are necessary to conclude the Entrant's involvement in the Competition forthwith.
20. The Entrant shall not make, or permit any person to make, any public announcement, communication or circular (announcement), be it verbal, written or howsoever broadcast on any platform to include (without limitation) social media, on or concerning the existence, subject matter, results or terms of the Competition, the wider transactions contemplated by it, or the relationship between the parties, without the prior written consent of the Company save where such information is already in the public domain or the express written consent of the Company is provided. Breach of this section shall be treated as a breach of confidentiality and shall be considered a material breach of these Terms and Conditions.
21. There is no monetary prize to any Selected Entrant(s).
22. Whilst the Company shall use reasonable skill in all circumstances in handling the Artwork, occasional damage to the Artwork may occur. The Company shall have no liability whatsoever for any loss, damage or destruction to, or relating to the Artwork.
23. The Company reserves the right to deny admission to the Competition, or withdraw the Artwork from the Competition or Exhibition if for any reason the Artwork, or any circumstances surrounding the display of the Artwork, appears to the Company to expose it to risk of legal proceedings, reputational damage or other potential loss or if the Artwork acts in any way detrimental to the brand of the Company.
24. Each Entrant, by entering the Competition, confirms that they hold all intellectual property rights associated with the Entry and each Entrant further confirms that the Entry is their own work and has not been copied from any other person(s). If applicable, each Entrant confirms that they have obtained prior written approval for the use of any third party copyrighted material contained in the submitted Entry.
25. Without prejudice to the within terms, the Company recognises that the copyright in the Entry created by the Entrant remains with the Entrant, however it is a necessary condition of entry, and by so entering, the Entrant hereby agrees to grant all necessary rights licences, approvals

and authorisations to the Company to include, inter alia, the Entry in any footage recorded or captured during the Competition / Exhibition, including the right to use the Entry for the purposes of producing the Artwork, promoting the Competition, exhibiting the Artwork publicly, referring to the Entry on digital platforms in the control of the Company, its affiliates or subsidiaries or parents, and for the avoidance of doubt, the Entrant hereby grants the Company with a non-exclusive, worldwide, royalty free licence to use and publish such footage or materials obtained or others materials in electronic format for purposes connected solely with the Competition. The Entrant also hereby grants the Student and Morley College with a non-exclusive, worldwide, royalty free licence to use the copyright subsisting in the Entry for the purposes of producing the Artwork, but the Entrant acknowledges that copyright in the Artwork shall not vest in the Entrant. Where further consent is necessary from the Entrant, it shall not be unreasonably withheld.

26. The Entrant hereby agrees that the Artwork remains the legal and equitable ownership of Morley College, subject to any subsequent purchase of the Artwork by the Company in accordance with these Terms and Conditions. In the event that the Artwork is purchased by the Company in accordance with clause 15 (and provided only that the Artwork has been collected by the Selected Entrant(s) pursuant to these Terms and Conditions), the Company shall use reasonable endeavours to procure the transfer of the legal and equitable ownership of the Artwork to the Selected Entrant(s).
27. The Company shall be at liberty to assign or licence their rights in such footage or other materials without the prior consent of the Entrant and the Entrant hereby agrees to forego all injunctive or other legal remedies with the intent of restraining the use by the Company of all footage or material obtained, in any jurisdiction. The Entrant is hereby notified of its entitlement to obtain independent legal advice prior to the entry of this Competition, whether the Entrant choses avail of such advice or not.
28. The Entrant hereby waives (i) all moral rights as may exist in any footage or imagery or other materials obtained that contain the Entry under the Copyright, Designs and Patents Act or 1988 (as amended) and (ii) all such equivalent or commensurate rights as may exist in any other jurisdiction worldwide. The Entrant furthermore agrees to not permit, or cause to be instituted, legal proceedings in any jurisdiction any claim regarding any infringement of moral (or commensurate rights) or claim regarding any alleged derogatory treatment of the Entry.
29. Entrants will allow the Entry to be photographed and reproduced by the Company for the purposes of promoting the development at Elizabeth House including, but not limited to: catalogue, social media, hoarding, press and publicity and websites in all territories. Copyright of all such photographs and reproductions remain the property of the Entrant, but the Entrant hereby grants the Company with a non-exclusive, worldwide, royalty free licence to use and publish all such photographs and reproductions for the purposes of promoting the development at Elizabeth House. Any enquiries for copyright will be referred to the Entrant.
30. For the avoidance of doubt, the Entrant hereby warrants that they own the copyright to the Entry and further warrant that the Entry contains no feature or aspect or material that constitutes a breach (or potential/anticipatory breach) of a third party's intellectual property. Each Entrant shall indemnify the Company against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Company arising out of or in connection with any claim made against the Company for actual or alleged infringement of a third party's intellectual property rights arising out of or

in connection with the Entry, to the extent that the claim is attributable to the acts or omissions of the Entrant.

31. In accordance with the Data Protection Act 1998 (and all other relevant Data Protection legislation as may be enacted from time to time), the Company will hold the personal data of entrants supplied on the Entry Form securely. The data will only be used in the process of administering the Competition and will not be transferred to any third party not directly involved in this Exhibition. [A copy of the Companies privacy policy can be found here.](#)
32. By entering the Competition Entrants are agreeing to all of the within Terms and Conditions of entry. The Company's decision on all matters pertaining to the above is final. The Company reserves the right, at any time, and from time to time to amend, modify, vary, or discontinue the terms of this Competition.
33. Nothing in these terms shall exclude the Company's liability for death or personal injury, fraud, or fraudulent misrepresentation however arising from the Company's negligence.
34. The Entrant acknowledges that in entering into these Terms and Conditions, it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.
35. These Terms and Conditions (as may be amended from time to time) constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
36. This Competition and the within Terms and Conditions, and all questions relating thereto shall be governed by English law and shall be subject to the exclusive jurisdiction of the courts of England and Wales.