

## Manchester City FC Tee Shirt Design Competition (the "Competition")

### Terms and Conditions of the Competition (the "T&Cs")

#### Promoters

1. This Competition is organised and promoted by Manchester City Football Club Limited (company number 00040946) whose registered office address is at Etihad Stadium, Etihad Campus, Manchester M11 3FF (the "Promoter")

#### The Competition

2. The Competition will commence at 12:00 (GMT) on 6 March 2012 ("Competition Opening").

3. Entrants will be invited to submit an original tee shirt design of their own creation (an "Entry") from the time of Competition Opening by e-mail to [umbrotee@mcfc.co.uk](mailto:umbrotee@mcfc.co.uk), in accordance with the competition guidance provided at <http://www.mcfc.co.uk/News/Club-news/2012/March/Umbro-design-a-t-shirt-competition>

There is no limit to the number of Entries each entrant may make. Entrants will require access to the internet to enter the Competition. The Promoter is under no obligation to provide internet access to any entrant.

4. All Entries must be received by the Promoter before 23:59 (GMT) 16 March 2012 (the "Submission Deadline").

5. Persons under the age of 18 may only enter the Competition if they are able to provide the Promoter with the prior written consent of their parent or guardian which should be submitted along with the Entry and at the latest before the Submission Deadline.

6. Entrants must be resident in the UK at the time their Entry is submitted to the Promoter.

7. The Promoter shall be entitled at any time throughout the Competition to request supporting documentation from entrants in order to obtain proof that conditions 5 and 6 above have been satisfied (i.e. birth certificate and/or valid passport) and that the entrant in question is therefore eligible to enter the Competition.

8. The Promoter reserves the right to disregard any Entry which does not comply with the competition guidance, is received before the Competition Opening or is received after the Submission Deadline.

9. On or after the Submission Deadline, the Promoter will select five Entries from all those which have been submitted in accordance with conditions 2 to 7 above (the "Shortlisted Designs"). Each entrant may have no more than one of their designs picked for the Shortlisted Designs.

10. The Shortlisted Designs will be made available for viewing by the public on the Promoter's website once they have been selected. **The public** will then be invited to vote for their favourite Shortlisted Design using a voting function on the website. Each individual who takes part in the vote will be allowed to cast **one vote per person**

11. The vote will close at 23:59 (GMT) on 26 March 2012 (the "Voting Deadline"). Any votes received after the Voting Deadline shall not be included in the final count of votes.

12. The Promoter will announce which design has received the most votes (the "Winning Design") on or after 31 March 2012. The Promoter's decision shall be final. The Winning Design shall be displayed on the Promoter's website, at [www.blog.umbro.com](http://www.blog.umbro.com) and at any other location and/or in any other media at the Promoter's choice. The Winning Design may be manufactured and sold by the Promoter online through the Promoter's website and/or at the Promoter's official merchandise stores situated at:

a. Etihad Stadium, Etihad Campus, Manchester M11 3FF; and

b. 21 Market Street, Manchester, M4 3AQ.

13. The prize detailed in condition 12 above has no monetary value and is non-refundable, for money or at all. There will be no cash or other alternative for the prize.

14. By entering the Competition, entrants agree to adhere to these T&Cs.

15. The Promoter reserves the right to amend any dates and times set out in these T&Cs, the competition guidance or otherwise (including, without limitation, verbally) and to terminate the Competition, at any time without liability to any entrant or potential entrant. The Promoter's decision in this respect shall be final.

16. A copy of these T&Cs and/or the full names of the Promoter's judging panel will be available during all stages of the Competition on the Promoter's website at <http://www.mcfc.co.uk/News/Club-news/2012/March/Umbro-design-a-t-shirt-competition>

or on written request to the Promoter at Manchester City Football Club, Etihad Stadium, Etihad Campus, Manchester, M11 3FF.

17. All proceeds received by the Promoter from the sale of any tee shirts bearing the Winning Design which are remaining after the deduction of all manufacture, distribution and other such costs incurred by the Promoter in getting the tee shirts to their end users shall be donated to the Promoter's 'Shoot for the Moon' fund. The 'Shoot for the Moon' fund is a fundraising collaboration between the Promoter's City in the Community Foundation ("CITC") and Sport Relief (an initiative of Comic Relief, registered charity 326568 (England & Wales) and SC039730 (Scotland)). The 'Shoot for the Moon' fund is managed by Sport Relief.

### **Intellectual Property**

18. By entering the Competition, entrants assign to the Promoter all the intellectual property rights they own in their Entries.

19. Entrants warrant that all Entries they submit:

a. have been created by them; and

b. are wholly original; and

c. are not subject to any third party rights or encumbrances which have not been notified to the Promoter prior to their submission in the Competition and the inclusion of their Entries as part of the Competition do not, and will not, infringe the rights of any third party nor any common law or statutory rights in the designs or artwork or any other material.

### **Entrant's Warranties**

20. By entering the Competition, each entrant warrants that he/she:

a. has read, understood and agrees to adhere to these T&Cs and any Competition guidance;

b. is eligible to enter the Competition;

c. shall indemnify, keep indemnified, and hold harmless the Promoter in respect of all actions, proceedings, claims, damages and other liabilities which may be brought against or incurred by the Promoter as a result of his/her breach of any warranties, representations, obligations or undertakings contained in the Competition guidance or these T&Cs;

d. has not and shall not enter into any agreement or arrangement with any person in respect of his/her Entry into the Competition;

e. shall observe and adhere to all rules and instructions (including fire safety and security arrangements) in force or given by the Promoter in relation to any location attended by the entrant in connection with the Competition;

f. shall be deemed to have assigned to the Promoter all intellectual property owned by that entrant in his/her Entry; and

g. has submitted to the Promoter personal details and/or any other information which is truthful, accurate and in no way misleading and shall inform the Promoter immediately if this information becomes inaccurate.

### **Winners**

21. The winner of the Competition (the "Winner") will be notified by telephone or e-mail on or after 31 March 2012.

22. The following information about the Winner will be made available on the Promoter's website and at [www.blog.umbro.com](http://www.blog.umbro.com) on or after 31 March 2012:

a. name; and

b. county.

23. The Winner agrees to make himself/herself available at such times and in such locations as the Promoter may reasonably require to attend events in connection with the Competition including, without limitation, press calls, photographs, recordings and/or other contributions.

### **Disqualification from the Competition**

24. The Promoter reserves the right to disqualify, at its sole discretion, any entrant who:

- a. provides untruthful, inaccurate or misleading personal details and/or information;
- b. who fails to abide by the Competition guidance and/or these T&Cs; or
- c. who is deemed in the Promoter's opinion to be acting or to have acted outside the spirit of the Competition.

25. The Promoter's decision to disqualify any entrant in accordance with condition 24 above shall be final.

26. The Promoter will endeavour to operate the Competition and apply the T&Cs and any additional rules fairly and consistently.

### **Data Protection**

27. All Personal Data held by the Promoter will be held and used in accordance with the Promoter's privacy policy (which can be found at [www.mcfc.co.uk/common/privacy](http://www.mcfc.co.uk/common/privacy)) and the Data Protection Act 1998.

28. Entrants agree, by submitting their personal information ("Personal Data") to the Promoter on entry to the Competition, that from time to time the Promoter's partners (including the Promoter), sponsors or associated companies may contact them by post, telephone, SMS message and/or e-mail with information regarding relevant goods and/or services they feel may be of interest to the entrant in question.

29. Any entrant who does not wish for their Personal Data to be held or used in this way should contact the Promoter by writing to Manchester City Football Club, Etihad Stadium, Etihad Campus, Manchester M11 3FF.

### **Force Majeure**

30. The Promoter shall not be liable for any failure to comply with its obligations in relation to the Competitions where the failure is caused by something outside their reasonable control. Such circumstances shall include, but not be limited to, weather conditions, fire, flood, hurricane, strike, industrial dispute, war, hostilities, political unrest, riots, civil commotion, inevitable accidents, supervening legislation or any other circumstances amounting to a force majeure event.

### **Limited Liability**

31. The Promoter accepts no responsibility for any damage, loss, liabilities, injury or disappointment (direct or indirect) incurred or suffered by any entrant as a result of entering the Competition or accepting the prize. Nothing in these terms and conditions shall exclude the liability of the Promoter for death or personal injury occurring as a result of its negligence, fraud or fraudulent misrepresentation

### **Severability**

32. If any provision, or any part of a provision, of these T&Cs or any other rules or guidance relating to the Competition (the “Rules”) is adjudged by a court to be void or unenforceable, then such provision or the part in question shall in no way affect any other provision of the Rules which shall be construed only to the extent necessary to bring it within legal requirement as if such invalid or unenforceable part did not exist.

**Governing Law and Jurisdiction**

31. These T&Cs and the Rules shall be governed by and construed in accordance with English law and the English courts shall have exclusive jurisdiction.