

## Terms and Conditions

### element14 Community | 10 Year Challenge

These are the terms and conditions which govern the element14's 10 Year Challenge. This contest allows you to win swag for letting us know what you couldn't live without 10 years ago, what you can't live without today.

#### 1. The Principal terms of the Contest:

1.1. The following words and phrases are used in these terms and conditions and have the meanings given to them below.

1.1.1. **Contest:** 10 year Challenge

1.1.2. **Key Dates:**

- **Contest Open:** 13th of June
- **Contest Close:** Up to 16<sup>th</sup> of August
- **Winners selected:** Any time during the period of contest time up to one week after closing.

1.1.3. **Prizes:**

- element14 Community Goodie Bag

1.1.4. **Site or element14 Community:**

<https://www.element14.com/community/community/project14/blog/2019/06/13/10-year-challenge-let-us-know-what-you-cant-live-without-for-a-swap-bag-with-an-esp8266-arduino-uno-or-nano-board>

1.1.5. **Judges:** element14 Community Staff

1.1.6. **Judging Criteria:** All of the following which will have equal weighting:

- Thoughtful responses;
- Entertaining responses;
- Interesting responses;
- Responses that are on Topic;

1.1.7. **Organiser:** Premier Farnell Limited (registered in England and Wales under company number 876412) whose registered office is at Farnell House, Forge Lane, Leeds, UK

1.1.1. **Submissions:** simply post a comment. Images, Videos, and Text are all welcome forms of submission

1.1.2. **Conditions for Participation:** competitions are inclusive of entrants of all skill levels including novices, experts, and everyone in between.

1.1.3. **Terms:** these terms and conditions which govern the Contest and to which the Organiser reserves the right to make changes from time to time and the latest version of these Terms from time to time will be posted to the Site.

#### 2. Eligibility

2.1. Save as set out in these Terms, the Contest is open to any natural or legal person, firm or company or group of natural persons or unincorporated body.

2.2. All Applicants must be aged at least 18 at the time of their application.

2.3. Applicants must not enter the Contest if doing so or taking part may:

2.3.1. Cause the Organiser and/or themselves to be in breach of any agreement (including but not limited to any contract of employment) to which they are a party or in breach of any law, regulation or rule having the force of law to which the Organiser or the Applicant may be subject or any policy of the Organiser or the Collaborator;

2.3.2. Require the Organiser to obtain any licence, authorisation or permission to deal with the Applicant; or

2.3.3. Be in breach of any policy or practice of their employer. Some employers prohibit or restrict their employees from taking part in competitions such as these or receiving prizes under them and the Organiser respects those policies and practices.

2.4. The Organiser reserves the right to disqualify any Application made in breach of these Terms and to reject any Application which it reasonably believes may be or become in breach. The Organiser reserves the right to require evidence in such form as the Organiser may reasonably require of any Applicant's compliance with any of these Terms and to disqualify any Applicant or Participant who cannot provide such evidence reasonably promptly.

2.5. Multiple applications are permitted as long as each is complete, has more than one character delivering appearing in the video content, abides by these Terms and represents a discreet Project.

2.6. Applications may not be submitted by an agent whether acting on behalf of an undisclosed principal or otherwise.

2.7. The Contest is NOT open to:

2.7.1. Any person or entity who is a resident or national of any country which is subject to sanctions, embargoes or national trade restrictions of the United States of America, the European Union or the United Kingdom;

2.7.2. Any employee, director, member, shareholder (as appropriate) or any of their direct families (parents, siblings, spouse, partner, children) ("Direct Families") of the Organiser; or

2.7.3. The Judges or any of their Direct Families.

### **3. Applications**

3.1. Each Applicant must post a fully formed video and/or blog(s) on the element14 Community of their suggested use-case no later than two months after the contest opens.

3.2. By submitting a post each Applicant:

3.2.1. Authorises the Organiser to use his or her personal data (as defined in the Data Protection Act 1998) for the purposes of running and promoting the Contest;

3.2.2. Authorises the Organiser to copy, reproduce and publish their submissions;

3.2.3. Will be deemed to have read, accepted and agreed to be bound by these Terms. Applicants are advised to print and keep safe these Terms;

3.2.4. Authorises the Organiser to copy, reproduce and use the submissions for the purposes of the Contest and as otherwise contemplated by these Terms. The Organiser will not be responsible for any inaccuracy, error or omission contained in any reproduction or use of the submissions.

3.2.5. Licenses the Organiser to use the intellectual property in the Project (IP) for the purposes of this Contest. As between the Applicant and the Organiser the IP remains owned by the Applicant.

3.2.6. Grants the Organiser the right to use his or her likeness, photographs, logos, trademarks, audio or video recordings without restriction for the purposes of Contest or the promotion of it or the Site;

3.2.7. Agrees to participate positively in all publicity surrounding the Contest;

3.2.8. Agrees to be responsible for all expenses and costs incurred by him or her in preparing for entering and participating in the Contest (save for any expenses expressly agreed by the Organiser to be borne by it in these Terms);

3.2.9. Confirms that he or she owns all IP used in his or her submissions and indemnifies the Organiser from any claim by a third party that use of any material provided by an Applicant to the Organiser infringes the intellectual property rights of any third party;

3.2.10. Agrees not to act in any way or fail to act in any way or be associated with any cause or group which would have a negative impact on the reputation of the Organiser and/or the Contest and/or the Judges.

3.3. Applications must not include or propose any of the following, the inclusion of which shall render any Submission ineligible and any application based on any such proposed projects shall be null and void:

3.3.1. Projects or designs which relate to socially taboo topics, such as illicit drug use or sexual gratification;

3.3.2. Projects or designs that are or could reasonably be considered to be illegal, immoral, discriminatory or offensive as determined by the Organiser and/or the Judges;

3.3.3. Projects or applications in relation to them which if accepted would infringe or breach any of the policies or terms of access or use of the Site.

3.3.4. No Submission or project may contain any of the hazardous substances identified by Article 4 of Directive 2002/95/EC of the European Parliament on the Restrictions on the Use of Substances in Electronic and Electrical Equipment ("the Directive") or the use of such hazardous substances in the in any such Project must not exceed the maximum concentration values set out in the Directive.

#### **4. Submissions**

4.1. Incomplete, corrupted or incomprehensible Submissions will not be considered.

4.2. All Submissions (and associated content) must be submitted electronically to the Contest Site.

4.3. All Submissions must be published under the Applicant's element14.com username

4.4. Submissions must comply with all requirements of condition 3.3 and, without limitation, must not:

4.4.1. Infringe or give rise to any claim that they infringe the IP of any third party;

4.4.2. Include or give rise to any of the following, the inclusion of or reference to which shall render any Project ineligible to take part in this Contest:

- socially taboo topics, such as illicit drug use or sexual gratification;
- any material or ideas which could reasonably be considered to be illegal, immoral, discriminatory or offensive as determined by the Organiser and/or the Judges;
- Any material or ideas which would infringe or breach any of the policies or terms of access or use of the Site.

4.4.3. Applicants are strongly encouraged to post blogs or other supporting material on the Site including, for example:

- Images that are legible on screen (640x480 pixel at 72 dpi) (e.g., detailed component level schematic diagrams, photos, flow diagrams, etc.);
- Software routines (if applicable);
- 3D print files or CNC router files (if applicable);

- A list of all components used (including manufacturer's part numbers).

## **5. Judging and Awarding Prizes**

5.1. The winner(s) will be selected by the Judges in their absolute discretion based on the Judging Criteria. Winners must meet all eligibility requirements of these Terms. There shall be such number of winners as the Judges shall determine.

5.2. The Judges' decision is final and without right of appeal. No correspondence will be entered into. The Judges reserve the right not to select a winner if, in their sole discretion, they do not consider any of the Submissions to merit the Prize.

5.3. The Judges and the Organiser will use all reasonable efforts to notify the winner(s) via a blog posted on the Contest Site by the Winners Announcement Date.

5.4. Winners agree to take part in all publicity which the Organiser or the Collaborator wishes to use to promote the Contest or other competitions with which the Organiser may be connected from time-to-time. Refusal to take part in any other form of publicity will mean that any Prize and title and status of Winner will be forfeited and the Judges may select another winner.

5.5. Details of the winners will also be published in the media.

5.6. The Organiser reserves the right to award prizes in accordance with condition 7.2.

5.7. All best efforts will be undertaken to provide the prizes outlined.

5.8. Substitutes, if required, will be made at the sole discretion of the Organiser.

5.9. Any Prize(s) are provided "as is" and the Organiser (and the Collaborator, if any) make no warranties or representations of any kind with respect thereto, whether as to quality, condition, use, suitability or otherwise. The Organiser will use reasonable efforts to pass to the winner the benefit of such warranties (if any) as may be available from the supplier or manufacturer of any Prize. All further warranties or representations in relation to any prize are hereby expressly excluded to the fullest extent permitted at law. Prizes may not be returned and no credit, refunds or cash alternatives are available in respect of any Prize.

**5.10. Winners are solely responsible for all national, federal, state and local taxes, duties or other charges payable in relation to any prize(s).**

## **6. Prizes**

6.1. Prize(s) must be accepted within a week of the date that the Organiser announces the winner(s).

6.2. If a winner declines or fails to accept a prize then the prize and title will be forfeited and awarded to the next appropriate Participant as determined by the Organiser.

## **7. Liability**

7.1. The Organiser hereby excludes all and any Liability arising out of the Contest or the acceptance, use, quality, condition, suitability or performance of any Prize, even where that Liability may arise from the Organiser's negligence.

7.2. Nothing in these Terms will affect any Liability of the Organiser for death or personal injury arising from its negligence, for breach of Part II of the Consumer Protection Act 1987 (in the event that any entrant is entitled to claim rights under the Consumer Protection Act 1987) or for any matter in relation to which it would be illegal for the Organiser to exclude or to attempt to exclude its Liability.

7.3. Subject to 7.2, neither the Organiser, any parent company nor any subsidiary of the Organiser or such parent company or any of their directors, officers and employees (together referred to in these terms and the 'Associates') makes any guarantee, warranty or representation of any kind, express or implied, with respect to this Contest or the Prizes potentially available under it. Neither the Organiser nor any of its Associates shall be responsible for any Liability that may arise out of or in connection with person's participation in this Contest, the claiming, redemption or value of any prizes under it, the use or enjoyment of such prizes or any events or circumstances arising out of or in connection with any of them. Any implied warranties of condition, merchantability or suitability or fitness for purpose of any of them are hereby expressly excluded. Wherever used in these Terms, 'Liability' shall mean any and all costs, expenses, claims, damages, actions, proceedings, demands, losses and other liabilities (including legal fees and costs on a full indemnity basis) arising directly or indirectly out of or in connection with the matter concerned.

## **8. General**

8.1. The Contest is organised by the Organiser. The Organiser reserves the right to delegate all or any of its powers, rights and obligations arising in relation to the Contest to any Associate and certain such rights and powers are assumed by the Organiser on behalf of itself and each Associate. Reference to "Organiser" shall be deemed to include reference to each Associate.

8.2. The Contest may be terminated at any time if there are, in the sole opinion of the Organiser, an insufficient number of entries, or if the Applications are not of an appropriate standard for a Contest of this nature. The Organiser has the right to cancel or suspend the Contest at any time due to circumstances outside its reasonable control.

8.3. The Organiser shall have the sole discretion to disqualify (without correspondence or right of appeal) any Applicant it considers to be adversely affecting the process or the operation of the Contest or to be in breach of these Terms or to be acting in a disruptive manner or with intent to annoy, abuse, threaten or harass any other Applicant or Participant.

8.4. The Organiser has the right to amend or add to these Terms from time to time. Revised Terms and Conditions will be posted on the Contest Site and it is a condition of entry to the Contest that Applicants agree to comply with these Terms and, if appropriate, such Terms as amended from time to time.

8.5. Headings are for convenience only and do not affect the interpretation or construction of these Terms and Conditions.

8.6. These Terms and the operation of the Contest shall be governed by and construed in accordance with English Law and any claim or matter arising under these Terms shall be subject to the exclusive jurisdiction of the English courts.