

**DATED**

-----

**DERBY CITY COUNCIL DIRECTOR OF PUBLIC HEALTH ANNUAL REPORT ART  
COMPETITION TERMS AND CONDITIONS**

# CONTENTS

---

## CLAUSE

- 1. The Promoter ..... 2
- 2. The competition ..... 2
- 3. How to enter ..... 2
- 4. Entry Requirements ..... 3
- 5. Eligibility ..... 4
- 6. The prize ..... 5
- 7. Winners ..... 5
- 8. Claiming the prize ..... 5
- 9. Limitation of liability ..... 6
- 10. Indemnity ..... 6
- 11. Ownership of competition entries and intellectual property rights ..... 6
- 12. Data protection and publicity ..... 6
- 13. General ..... 7

## ANNEXES

- ANNEX A Entry Form ..... 8
- ANNEX B Privacy Notice ..... 9

## 1. The Promoter

The promoter is: Derby City Council of the Council House, Corporation Street, Derby DE1 2FS.

## 2. The competition

2.1 The title of the competition is "Director of Public Health Annual Report: Art Competition".

## 3. How to enter

3.1 The competition will run from 9:00AM on 1 September 2024 (the "**Opening Date**") to 23:59PM on 31 January 2025 (the "**Closing Date**") inclusive.

3.2 All competition entries must be received by the Promoter by no later than 23:59PM on the Closing Date. All competition entries received after the Closing Date are automatically disqualified.

3.3 To enter the competition, Participants must:

- (a) submit artwork which meets the requirements set out in condition 4 below;
- (b) complete and return the entry form set out at ANNEX A below;
- (c) submit their entry by one of the following methods:
  - (i) by email to [publichealth@derby.gov.uk](mailto:publichealth@derby.gov.uk) with the subject line 'Director of Public Health Annual Report: Art Competition'; or
  - (ii) by post to Public Health, Derby City Council, Council House, Corporation Street, Derby, DE1 2FS
- (d) make any submissions between the Opening Date and the Closing Date;
- (e) ensure any submission contain the following information:
  - (i) Participant's name;
  - (ii) the name of the Participant's parent or guardian (if under 18);
  - (iii) Participants' (or the Participants' parent or guardian's if under 18) email address or contact telephone number;
- (f) Submit a maximum of three pieces of artwork total only

- 3.4 Where the entry is a joint submission by multiple participants, the information required pursuant to clause 3.3(e) must be provided in respect of each individual.
- 3.5 The prize draw is free to enter and no purchase is necessary.
- 3.6 The Promoter will **not** accept:
- (a) responsibility for competition entries that are lost, mislaid, damaged or delayed in transit, regardless of cause, including, for example, as a result of any postal failure, equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind;
  - (b) proof of posting or transmission as proof of receipt of entry to the competition; or
  - (c) any entries which are unlawful, racist, inflammatory, defamatory or which the Promoter considers to be otherwise harmful
- 3.7 By submitting a competition entry, you are agreeing to be bound by these terms and conditions.
- 3.8 Please see <https://www.derby.gov.uk/health-and-social-care/public-health/art-competition> for a copy of these competition terms and conditions.
- 3.9 A winner will be chosen by a panel of judges comprised of members of the Public Health team of the Promoter) on or before 1 April 2025 ("Decision Date").

#### **4. Entry Requirements**

- 4.1 Artwork submitted to the competition should demonstrate that thought has been given to the competition theme: 'What does a green, climate-friendly Derby look like to you?'.
- 4.2 The Participant must not infringe the rights of third parties including copyright, trade mark, trade secrets, privacy, publicity, personal or proprietary rights. By submitting the artwork you warrant that you own the copyright in the artwork submitted and that you have the necessary legal rights to submit the artwork.
- 4.3 All artwork must be original work, created by the Participant.
- 4.4 Artwork submitted by email must not exceed 500mb in size.
- 4.5 Artwork submitted must not have previously been or currently be published, displayed or exhibited in any publication or gallery.
- 4.6 Drawings and paintings are permitted. Digital artwork is permitted. Photography is permitted. Videos or animations are permitted. All other media are not permitted.

- 4.7 Where the artwork submitted is a video or animation, it should be no longer than 10 minutes.
- 4.8 Where the artwork is a video or photograph, no laws should have been breached or no one's safety endangered in the taking of any video or photograph submitted.
- 4.9 Where the artwork is a video or photograph, the Participant warrants that they are the person in the artwork and/or that they have the prior consent from all individuals in the artwork to submit it as their entry. If children under 16 are featured, or if any individual is unable to consent for themselves, their parents or guardians will need to give consent on their behalf.
- 4.10 AI generated artwork is not eligible for submission.
- 4.11 The artwork must not contain any watermark but may contain the artists signature.

## **5. Eligibility**

- 5.1 The competition is only open to residents in Derby who are aged between 5 and 18 (the "Participants")
- 5.2 The competition is only open to individuals who currently live or are studying in Derby.
- 5.3 Entrants aged under 18 shall have obtained the consent of a parent or guardian (and will upon request provide the Promoter with the contact details of the parent or guardian who has given consent).
- 5.4 In entering the competition, you confirm that you are eligible to do so and eligible to claim the prize. The Promoter may require you to provide proof that you are eligible to enter the competition.
- 5.5 There is a limit of three entries per person. Entries on behalf of another person will not be accepted (other than where a parent or guardian submits an entry on behalf of an Participant who is under 18). Joint submissions are permitted.
- 5.6 The Promoter reserves all rights to disqualify any Participant if that Participant's conduct is contrary to the spirit or intention of the prize competition or if any of the terms and conditions of the competition are breached.
- 5.7 Competition entries cannot be returned.

## **6. The prize**

- 6.1 The prize is that the winning artwork will be included in the Director of Public Health annual report as well as having the artwork displayed around Derby more generally.
- 6.2 Prizes are subject to availability. There is no cash alternative for the prize. The Promoter reserves the right to substitute the prize with a prize of equal or greater value.
- 6.3 The prize is not negotiable, refundable or transferable.

## **7. Winners**

- 7.1 The judges will select the winning entries based on the following criteria:
  - (a) relevance to the competition theme;
  - (b) artistic expression; and
  - (c) explanation of the artwork in the entry form
- 7.2 The decision of the Promoter is final and no correspondence or discussion will be entered into.
- 7.3 The Promoter will contact any winners personally as soon as practicable after the Decision Date, using the contact details provided with the competition entry to confirm eligibility and delivery address or collection arrangements for the prize.
- 7.4 The Promoter must either publish or make available information that indicates that a valid award took place. To comply with this obligation the Promoter will send the surname of major prize winners, to anyone who emails [publichealth@derby.gov.uk](mailto:publichealth@derby.gov.uk) within one month after the Closing Date of the competition.
- 7.5 If you object to any or all of your surname and winning entry being published or made available, please contact the Promoter by email using the email address [publichealth@derby.gov.uk](mailto:publichealth@derby.gov.uk) . In such circumstances, the Promoter must still provide the information and winning entry to the Advertising Standards Authority on request.

## **8. Claiming the prize**

- 8.1 The Promoter will make all reasonable efforts to contact the winners. If a winner cannot be contacted or is not available, or has not claimed their prize within two of days of the Promoter first attempting to make contact as per condition 7.3, the Promoter reserves the right to offer the prize to runner up selected from the correct entries that were received before the Closing Date.
- 8.2 The Promoter does not accept any responsibility if a winner is not able to take up the prize.

## **9. Limitation of liability**

Insofar as is permitted by law, the Promoter, its agents or distributors will not in any circumstances be responsible or liable to compensate the winner or accept any liability for any loss, damage, personal injury or death occurring as a result of taking up the prize except where it is caused by the negligence of the Promoter, its agents or distributors or that of their employees. Your statutory rights are not affected.

## **10. Indemnity**

10.1 You agree to indemnify the Promoter 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 reasonable professional costs and expenses) suffered or incurred by the Promoter arising out of or in connection with your breach of conditions 4.2.

## **11. Ownership of competition entries and intellectual property rights**

11.1 Copyright in respect of all competition entries (including any text, photographs, graphics, video or audio) and any accompanying material submitted to the Promoter shall remain the property of the Participant.

11.2 You agree to grant the Promoter a non-exclusive, worldwide, irrevocable licence, for the full period of any intellectual property rights in any competition entry (including any text, photographs, graphics, video or audio) and any accompanying material submitted to use, display, publish, transmit, copy, edit, alter, store, re-format and sub-licence the competition entry and any accompanying materials for any legitimate purposes, including, but not limited to, marketing, publicity, advertising, fundraising and presentations.

11.3 You agree to unconditionally and irrevocably waive, in respect of any competition entry (including any text, photographs, graphics, video or audio) and any accompanying materials submitted, all rights to object to derogatory treatment of the competition entry and any accompanying materials to which you may now or at any future time be entitled under the Copyright, Designs and Patents Act 1988 as amended from time to time and under all similar legislation from time to time in force anywhere in the world.

## **12. Data protection and publicity**

12.1 The Promoter will only process your personal information as set out in the privacy policy at ANNEX B. See also condition 7.4 and condition 7.5, with regard to the announcement of winners.

### **13. General**

- 13.1 If there is any reason to believe that there has been a breach of these terms and conditions, the Promoter may, at its sole discretion, reserve the right to exclude you from participating in the competition.
- 13.2 By submitting an entry or by giving consent to a Participant who is under the age of 18 to submit an entry, you agree to be bound by these terms and conditions.
- 13.3 The Promoter reserves the right to hold void, suspend, cancel, or amend the competition where it becomes necessary to do so.
- 13.4 These terms and conditions are governed by English law. If any entrants to this promotion wish to take court proceedings, then they must do this within the courts in the United Kingdom.



**ANNEX A Entry Form**

**Entry form**

**Director of Public Health Annual report art competition**

**What does a green, climate-friendly Derby look like to you?**

Name:		
Age:		
Do you live/study in Derby?	Yes/No	
Briefly, in your own words, what does your artwork show?		

Email address of parent/carer:	
As parent/carer I give consent for the artist to enter this competition	
Name of parent/carer:	Parent/carer signature:

## ANNEX B Privacy Notice

### Derby City Council Director of Public Health Annual Report Art competition

#### Who we are?

Derby City Council is the local government unitary authority for Derby City. Our address is The Council House, Corporation Street, Derby, DE1 2FS. You can contact our Data Protection Officer on [01332 640763](tel:01332640763) or by email at [data.protection@derby.gov.uk](mailto:data.protection@derby.gov.uk).

You can contact the department by email at [publichealth@derby.gov.uk](mailto:publichealth@derby.gov.uk)

#### How do we collect information from you?

We collect information from you when you visit [www.derby.gov.uk](http://www.derby.gov.uk), when you fill in any forms using our customer portals or on our website, including [myAccount](#); also when you contact us in writing, speak to us on the phone, by email or any other type of electronic communication, or talk to us face to face.

#### What types of information do we collect from you?

We collect different categories of information about you, depending on the service you want from us and/or the reason why we need to process information relating to you. This could be personal information (for example your name and address), or other more sensitive data that we would only collect and use in very particular circumstances that are set out in law.

#### What is the lawful basis?

The legal basis for data processing we are relying on comes from Article 6 of the UK General Data Protection Regulations (UK GDPR). The following sections apply;

**(a) Consent:** the individual has given clear consent for you to process their personal data for a specific purpose. - This must be explicit informed consent from the data subject or those with appropriate authority

**(e) Public task:** the processing is necessary for you to perform a task in the public interest or for your official functions, and the task or function has a clear basis in law.

If we have asked for your consent, you will be able to opt out any time by emailing [publichealth@derby.gov.uk](mailto:publichealth@derby.gov.uk).

#### How will the information be used?

The information collected will be used to contact the winners of the Director of Public Health Annual Art Competition.

#### Research and statistics

Anonymised and pseudonymised data may be used for research and statistical purposes. Any data collected may be used for research and statistical purposes that are relevant and compatible with the purpose that the data was collected for.

### Who has access to your information?

- Derby City Council's Public Health Team
- Derby City Council's Postal Team

We will not sell or rent your information to third parties. We will not share your information with third parties for marketing purposes.

### What are your rights in relation the personal data we process?

- **Access** – you can request copies of any of your personal information that is held by the Council.
- **Rectification** – you can ask us to correct any incorrect information.
- **Deletion** – you can ask us to delete your personal information. The Council can refuse to delete information if we have a lawful reason to keep this.
- **Portability** – you can ask us to transfer your personal data to different services or to you.
- **Right to object or restrict processing** – you have the right to object to how your data is being used and how it is going to be used in the future.
- **Right to prevent automatic decisions** – you have the right to challenge a decision that affects you that has been made automatically without human intervention, for example an online form with an instant decision.

### National Data Opt Out

We are one of many organisations working within health and social care to improve health and wellbeing for patients as well as the public. Information collected from you when you use our services may be stored and shared with services or partner organisations for purposes other than your individual care, for instance to help with:

- Improving the quality and standards of care provided
- Research into the development of new treatments
- Preventing illness and diseases
- Monitoring safety

This may only take place when there is a clear legal basis to use this information. Confidential information about your health and care will only be used in limited circumstances where it is not possible to use anonymised data.

You have a choice about whether you want your confidential information to be used in this way. If you are happy for your information to be used in this way you do not need to do anything. If you do choose to opt out your confidential patient information will still be used to support your individual care.

For more information or to register your choice to opt out please visit <https://www.nhs.uk/your-nhs-data-matters/>. You can choose to opt in at any time.

Please be aware that the National Data Opt Out does not apply to information used for marketing purposes, your data would only be used in this way with your specific agreement.

All Health and Social Care organisations should have systems and process in place so they can be compliant with the national data opt-out and apply your choice to any confidential patient information they use or share for purposes beyond your individual care.

Our organisation is compliant with the national opt out policy.

### **How long will we keep your information for?**

We keep and dispose of all records after 2 years. We will comply with Data Protection legislation.

### **What security precautions are in place to protect the loss, misuse or alteration of your information?**

We are strongly committed to data security and will take reasonable and appropriate steps to protect your personal information from unauthorised access, loss, misuse, alteration or corruption. We have put in place physical, electronic, and managerial procedures to safeguard the information you provide to us. However, we cannot guarantee the security of any information you transmit to us. We recommend that you take every precaution to protect your personal information.

### **Under 13**

If you are accessing online services and are under the age of 13, please get your parent/guardian's permission beforehand whenever you provide us with personal information.

### **Cookies**

Cookies are small text files which identify your computer to our servers. They are used to improve the user experience. View what [cookies we use and how you can manage them](#).

### **IP addresses**

Internet Protocol (IP) addresses are collected when our site is used:

- for statistical/analytic purposes
- to identify any malicious activity

More information can found at <https://www.derby.gov.uk/site-info/cookies/#page-1>

### **Complaints**

If you would like to make a complaint regarding the use of your personal data you can contact our Data Protection Officer;

- **By post:** Information Governance, The Council House, Corporation Street, Derby, DE1 2FS
- **By phone:** [01332 640763](tel:01332640763)
- **By email:** [data.protection@derby.gov.uk](mailto:data.protection@derby.gov.uk)

For independent advice about data protection, privacy and data sharing issues, you can contact the Information Commissioner's Office (ICO):

- **By post:** Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF
- **By phone:** [0303 123 1113](tel:03031231113) (local rate) or [01625 545 745](tel:01625545745) if you prefer to use a national rate number

Alternatively, visit [ico.org.uk](https://ico.org.uk) or email [casework@ico.org.uk](mailto:casework@ico.org.uk).