



creativity for social change

ELEVATE

## TERMS AND CONDITIONS

These terms and conditions govern the rules around the ELEVATE programme (or 'the programme' or 'the Challenge') by the British Council ("British Council" or "we"). Please read these terms and conditions carefully before applying. By applying, you accept these terms and conditions and agree to comply with them.

## DEFINITIONS

**Challenge:** the call for ideas to be submitted as part of the overall ELEVATE programme. The Challenge 'winners' are selected from a pool and offered further professional development.

**Applicant:** A person who has applied for ELEVATE in accordance with these terms and conditions

**Promoter:** The British Council (ABN 59 749 478 807), PO Box 88, Edgecliff, NSW 2027.

**Partners:** Lien Foundation, Yamaguchi Centre for Arts and Media, Bt Global Services, Institute for Cultural and Creative Entrepreneurship, Goldsmiths University London, and any other partners included in updated versions of Terms and Conditions.

**Fellow:** An Applicant who has been selected as part of the ELEVATE programme and invited to attend further events and activities internationally.

## 1. OBJECTIVE

- 1.1. The 2014 ELEVATE StartWell™ Challenge co-presented with the Lien Foundation exists to draw out 12 exceptional new ideas to the idea of Reimagining play for early childhood audiences aged 0-8 years. The Lien Foundation has engaged the British Council as a partner to co-deliver the programme in order to reach out to the widest number of international creatives to apply.
- 1.2. The 2014 ELEVATE Innovation Camp exists to bring together creative innovators who want to have a greater impact on society, from East Asia and the UK. Working with a local partner, the purpose of the Camp is to draw out ideas in a collaborative environment and also develop the Fellows as individuals and change-makers, signposting them towards examples of UK and Asia best practice.
- 1.3. The ELEVATE StartWell™ Challenge has been conceived in a way which does not limit it to the award of funding, but also offers a wide range of benefits to exceptional applicants (subject to the British Council), be it in terms of free publicity given to ideas and applicants, of mentoring proposed to Fellows and of connecting Fellows with a wide range of creative innovation experts, organisations and networks from various countries in Asia and the UK. Eventually an entry might not secure funding but draw interest from a third party and receive support from other sources.



## 2. CALL FOR ENTRIES

2.1. Applications open across East Asia and the UK on 10 November 2014.

2.2. The deadline for applications is 5 January 2015, at 9am EST (10pm BST 4 Jan 2015).

2.3. Entries are to be submitted to:

<https://elevatechallenge.wufoo.com/forms/elevate-startwell-challenge-2014/>

2.4. Entries must be received in English regardless of the country of entry.

2.5. Entries received by the deadline will be assessed against the entry criteria for the Challenge set out in the promotional materials.

We are not responsible for entries which may be lost, damaged or late due to computer, network or telecommunications failure.

2.6. We reserve the right at our sole discretion to refuse to accept any application; to suspend or withdraw the Challenge at any time; to vary the form and substance of the Call including dates for deadlines; to reduce or increase the number of entries selected for any phase, including the final selection of winners; not to select any winners; and/or to reject any entry if you are in breach of these terms and conditions, or do anything to damage the reputation of the British Council.

2.7. Employees of the British Council and their immediate families are not eligible to enter.

2.8. Only one entry per person is permitted.

2.9. We will use the contact details provided to contact you about the Challenge. If you do not respond within 7 days, or if you subsequently withdraw or are withdrawn from ELEVATE for any reason, we may select another entry in your place, but are not obliged to do so.

2.10. By submitting an entry to the Challenge, you confirm that:

2.10.1. You satisfy the relevant eligibility criteria and all information submitted by you is true, accurate and complete. We reserve the right to ask for additional evidence of claims made by you, to validate claims by any means we see fit and/or to reject claims at our sole discretion.

2.10.2. Your entry is your own original idea, is not copied from anyone else and to the best of your knowledge, does not infringe any intellectual property or other third party rights. We may withdraw your entry if we receive notice that it infringes any third-party rights.

2.10.3. You have, or will obtain, all consents and permissions necessary to submit your entry, participate in the Challenge and comply with these terms and conditions.

2.10.4. Entries must not invade publicity rights or privacy of any person, living or deceased, or otherwise infringe upon any individual's personal or proprietary rights. Entries and supporting visual material must be suitable for publication in a public forum and must not contain nudity, profanity or threats of violence. Entries must not serve advertising purposes for products and services (commercial and noncommercial) of particular

businesses or economic interests or be inappropriate in any other way.

### 3. FELLOWSHIP VALUE & CHALLENGE FUND

- 3.1. The total cash pool available following the Camp is SGD \$50,000. This will be allocated amongst the best ideas from the 12 resubmissions. Not every idea is guaranteed funding.
- 3.2. The number of funding offers made, and the value of these, is at the sole discretion of the panel of judges as led by the Lien Foundation.
- 3.3. The in-kind value of the Fellowship exceeds SGD\$25,000 per person and includes flights, accommodation, travel costs; facilitation and mentoring fees, educational offerings and training certification.
- 3.4. Fellows are certified as British Council programme Alumni, and gain the value of the international reputation of the brand.
- 3.5. The winners of the Competition are expected to use the financial prize to implement their ideas and make it benefit their community, but no strict condition is set by the British Council as regards the use of the awarded funds.
- 3.6. Winners are responsible for payment of taxes and charges applicable when using the money.
- 3.7. If any amount is unduly paid to the prize beneficiary or if recovery is justified under these terms and conditions, the prize beneficiary undertakes to repay the Commission the sum in question on whatever terms and by whatever date it may specify.

### 4. ELIGIBILITY

- 4.1. The Challenge Prize is open to **individuals, collectives or organisations** working in the arts and cultural sector as well as in other fields and sectors of society including academic and educational, environmental, trade & industry, health & social care, etc, given you meet the selection criteria.
- 4.2. Applicants can represent the private, public or social sector.
- 4.3. Applicants must be residents of Australia, Burma, China, Hong Kong SAR, Singapore, Japan, Indonesia, Malaysia, New Zealand, Taiwan, Thailand, Vietnam, South Korea, Philippines and the UK.
- 4.4. Applicants must be 21 years of age or older at the time of application. No exceptions will be made.

### 5. JUDGING CRITERIA

- 5.1. The judges' decision about eligibility, shortlisting and selection, including the methodology used to assess entries, validity of any claims and data submitted, is final and correspondence will not be entered into.
- 5.2. Applications will be cross-read by a panel of judges from Australia, the UK and East Asia.

- 5.3. Entries will be shortlisted within country of entry and regional panel will make final decisions on the 12 Fellows.
- 5.4. The selection panel will decide on a final 12 as Fellows based on the selection criteria and on a complementary mix of Fellows for collaboration. This decision is at the judge's discretion and may be consulted upon with the Facilitators.
- 5.5. Applicants may be required to attend a Skype interview with the panel on 13 and 14 January 2015. Applicants should allow 15 minutes for this and should ensure they are available.
- 5.6. Following the Camp in Japan, Fellows will be asked to resubmit ideas for the second phase of the Challenge. Fellows will be asked to rework their ideas based on their time at the Camp. Judging criteria for that second phase will be further specified and communicated to them, once the first phase is closed.
- 5.7. In April 2015, the Fellows being allocated funds will be announced at press conference held by the Lien Foundation in Singapore. Following the ceremony, the British Council will initiate the transfer of the financial prizes once the legal identification form and the bank identification form have been filled in, signed and returned with the necessary supporting documents to the British Council.
- 5.8. Travel costs to and from the press conference will not be paid for by the programme and thus it is not compulsory to attend.

## 6. PERSONAL INFORMATION

- 6.1. By submitting an entry to the Challenge, you give us permission to use your entry, personal details and any other information provided during the Challenge to administer and judge the Challenge. We may share this information with judges, assessors, our partners, and anyone helping us to run the Challenge, subject to appropriate obligations of confidentiality and data protection. We may send you information about other British Council prizes, events and activities unless you tell us that you don't want to receive this.

## 7. COMMUNICATIONS & PUBLICITY

- 7.1. Your information and all the material that is generated during ELEVATE will be documented and disseminated through a film, a website and a publication. You agree to let the partners have unconditional access to all such materials, specifically:
  - 7.1.1. You will permit the British Council to use and to authorise others to use your name, voice, biography and image for promotion.
  - 7.1.2. You agree to the British Council photographing and/or recording you, give permission to the British Council to use any material in the photographs and/or recordings for promotional purposes.
  - 7.1.3. You confirm that the ELEVATE and partners shall be entitled to use your name and the photographs and/or recordings made of you, in their original format or edited, adapted or

altered, for the purposes of internal and external promotional and publicity materials and for any programmes, publications, websites, electronic publications and social media services worldwide by the partners.

- 7.2. You agree that ELEVATE and partners shall be entitled to pass the photographs and/or recordings of you, and your name and contact details, to external press and media agencies, publishers and broadcasters, and to partners.
- 7.3. You agree to take part in any evaluation that may take place for the programme through its delivery and at the conclusion, up to five years from the completion date of your Fellowship.

## 8. INTELLECTUAL PROPERTY

- 8.1. You will retain your intellectual property rights in your entry to the Challenge, though in accepting the conditions above surrounding Communications and Publicity, acknowledge that the use of this material for promotional purposes by the British Council and its partners is permissible including during evaluation.
- 8.2. You agree that any new material generated during the ELEVATE Camp will be free to be shared by you and the partners without having specific IP rights.
- 8.3. Projects must be free from copyrights and any kind of obligation. The design shall not in any way infringe any third party's rights, including but not limited to intellectual property rights such as copyright, logos, trademark, trade names, or other proprietary rights of publicity or privacy.
- 8.4. By submitting the work, every participant warrants that he is the sole owner of the work's intellectual property rights and has the right to submit the work for competition and to give the British Council, Lien Foundation, and their partners the right to exhibit it.
- 8.5. Any communication or publication by Fellows, including at a conference or seminar, shall indicate that the action has received funding from the British Council and Lien Foundation.
- 8.6. We assume no responsibility for disputes between persons claiming copyrights on any sort in relation to an entry submitted for the Challenge.
- 8.7. Selected Fellows shall ensure that they have all rights to use any pre-existing intellectual property rights in implementation of their proposal.

## 9. CONDITIONS OF TRAVEL

- 9.1. Selected Ideas will be required to attend the Camp in Tokyo, Japan for 2 days, then in Yamaguchi for 4 days from February 23<sup>rd</sup> 2015 (or a variation on this). It is expected that you will have leave from your current position for this time and will be fully committed to the programme during this time where you will share openly and generously with other participants and participate productively in all phases of the lab, including the presentation on the last day.
- 9.2. You will be provided with a stipend each day for the duration of the Camp. This stipend will be used to cover meals (when not provided) and local transport expenses.

- 9.3. Participants will be required to submit their bank details and an invoice within one week of notification of acceptance.
- 9.4. Fellows will be provided with an economy class fare from their nearest major city to and from Tokyo and on to Yamaguchi. Local travel to and from the nearest major city will not be provided.
- 9.5. Accommodation during the entire period of the Camp will be provided.
- 9.6. Visa costs will be paid for by the British Council.
- 9.7. Outside of the support explicitly mentioned above, all other expenses will have to be borne by the Fellow.
- 9.8. Flight conditions will be made available to successful Fellows prior to the Japan Camp and Fellows will be bound to the conditions of the new Terms and Conditions for air travel and ticketing.

## 10. MISCONDUCT

- 10.1. You will act lawfully, ethically and in good faith and comply with the rules of the Challenge and any relevant laws, regulations, guidelines and codes of practice. You will comply with our reasonable instructions while participating in the Challenge, including in relation to health and safety and security. We reserve the right to remove you from the Challenge if you do not comply with these rules, if you cheat or behave in a way which is disruptive, inappropriate or potentially dangerous.

## 11. EQUAL OPPORTUNITY, DIVERSITY & INCLUSION

- 11.1. ELEVATE has undergone the British Council's Equality, Diversity and Inclusion screening assessment to ensure it is equitable for all and open to any applicant. Provided they fit the entry criteria, applicants of any gender, sexuality or ability level are welcome and encouraged to apply.

## 12. LIABILITY

- 12.1. The British Council and its related entities are not liable for any loss, damage or injury whatsoever which is incurred or sustained by a Winner (including but not limited to indirect or consequential loss or loss arising from negligence) in the course of participating in the Awards or arising directly or indirectly out of or in connection with the ELEVATE (except for any liability which cannot be excluded by law). While Winners are in the UK, the Promoter assumes no responsibility for, and Winners release the Promoter from, any loss, claim, damage or injury to person or property as a result of the participation of the Fellows in ELEVATE.
- 12.2. The British Council is not responsible for problems with uploading or downloading any competition-related information from the website or for any other technical malfunctions of electronic equipment, on-line systems, servers, providers, or networks. The British Council is

not responsible for computer hardware or software failures, failure of any electronic entry to be received by the British Council on account of technical problems, traffic, congestion on the internet or the website, or any other technical problems related to website entries including telecommunication, miscommunication or failure, and failed, lost, delayed, incomplete, garbled or misdirected communications which may limit an entrant's ability to participate in this award.

- 12.3. The Promoter reserves the right to modify, suspend or terminate the Application in the event it becomes infected by a computer virus or is otherwise technically impaired, and to cancel or suspend the Application in its entirety should tampering, unauthorised intervention, fraud, technical failures or other causes beyond its control corrupt the administration, security, fairness, or integrity of the Award.
- 12.4. Without prejudice to Clause 4.1, our maximum liability to you in connection with the Call (if any) is limited to £500. Nothing in these terms and conditions excludes or limits our liability for death or personal injury caused by negligence or fraudulent misrepresentation made by us.
- 12.5. The prize beneficiary shall have sole responsibility for complying with any legal obligations incumbent on him.
- 12.6. The Commission shall not, in any circumstances or on any grounds, be held liable in the event of a claim during or after the Competition relating to any damage caused during the proposal's execution. Consequently, the Commission will not entertain any request for indemnity or reimbursement accompanying any such claim.
- 12.7. Except in cases of force majeure, the prize beneficiary shall make good any damage sustained by the British Council as a result of the execution or faulty execution of the proposal.

### 13. MISCELLANEOUS

- 13.1. We reserve the right to vary these terms and conditions at any time. Variations will take effect from the date they are posted on our website so please check regularly to see the current version.