



THE FALMOUTH
CHALLENGES

Terms and Conditions

for individuals participating in

Challenge 7: The 'Speaking Machine' Challenge

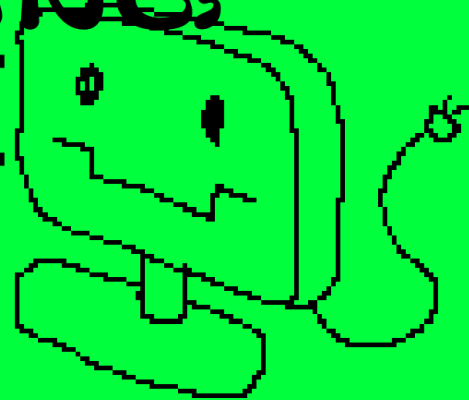
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May 2020

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1. The Promoter

- 1.1 The Promoter is: Falmouth University of Woodlane, Falmouth, Cornwall TR11 4RH. In the event of any technical difficulties or queries arising in relation to these Terms and Conditions, the Promoter can be contacted by calling +44(0)1326 213770 or emailing vcoffice@falmouth.ac.uk.

2. The Challenge

- 2.1 The title of the Challenge is “Falmouth Creative Connected Courageous Challenges: Challenge 7 - The ‘Speaking Machine Challenge’”. The full Challenge brief can be viewed here: <https://www.falmouth.ac.uk/falmouth-ccc-challenges/#challenge-7--the-school-of-communication>.

3. How to enter

- 3.1 The Challenge will run from 00:01 BST on Tuesday 12 May 2020 (the "**Opening Date**") to 23:59 BST on Tuesday 30 June 2020 (the "**Closing Date**") inclusive.
- 3.2 All submissions must be received by the Promoter by no later than 23:59 BST on the Closing Date. All submissions received after the Closing Date are automatically disqualified and will not be considered under any circumstances. Participants are advised to avoid last-minute submissions which run the risk of missing the Challenge deadline. The Promoter cannot be held to account if the submission platform runs slowly at the point of submission.
- 3.3 All submissions must be entered digitally via the Boook.land platform using this link: <https://speakingmachine.boook.land/>. Submissions received via any other means will not be accepted. Submissions sent before the deadline, but which are inaccessible because of technical errors, will not be considered.
- 3.4 If participants have emailed the Promoter and are awaiting a response, the Challenge deadline still stands. Unless the Promoter has explicitly instructed otherwise, all participants must enter their submissions before the deadline in order to be considered for inclusion within the collaborative novel.
- 3.5 Submissions cannot be returned so please remember to retain a copy. Unsuccessful participants may be contacted in respect of their submission but no feedback will be provided.
- 3.6 All submissions must be the original work of the participant and must not infringe the rights of any other party. The Promoter accepts no responsibility if participants ignore

these Terms and Conditions and the participant agrees to indemnify the Promoter against any claim by any third party from any breach of these Terms and Conditions.

- 3.7 Submissions must not contain defamatory, obscene, offensive, or any other unsuitable material; the Promoter reserves the right to disqualify submissions containing such matter. Submissions must be suitable to be broadcast, published or used online by the promoter for audiences of all ages. If troubling content is identified the Promoter may take advice and, where necessary, refer it to the appropriate authorities.
- 3.8 All content submitted to the Challenge will be reviewed by the Promoter. Any content deemed to be unsuitable will be removed.
- 3.9 No purchase necessary.
- 3.10 The Promoter will not accept:
- (a) responsibility for submissions that are lost, mislaid, damaged or delayed in transit, regardless of cause, including, for example, as a result of any equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind; or
 - (b) proof of transmission as proof of receipt of submission to the Challenge.
- 3.11 By entering a submission, you are agreeing to be bound by these Terms and Conditions.

4. Eligibility

- 4.1 The Challenge is open to:
- (a) current Falmouth University students;
 - (b) Falmouth University alumni;
 - (c) Falmouth University applicants/placeholders with a valid 7-digit Student ID (which can be found in an email from applicantservices@falmouth.ac.uk);
 - (d) Year 12 students, or those in their first year of further education or equivalent, studying at a school, sixth form or college, who are aged 16 or over on 1 June 2020;
 - (e) Falmouth University industry partners and contacts.
- 4.2 In entering the Challenge, you confirm that you are eligible to do so and eligible to claim any associated reward.
- 4.3 The Promoter will not accept submissions that are:

- (a) automatically generated by computer;
- (b) completed by third parties.

- 4.4 Submissions may be entered by eligible individuals only.
- 4.5 There is no limit to the number of submissions that may be entered by an individual.
- 4.6 Submissions on behalf of another person will not be accepted.
- 4.7 Submissions must be entered directly into the Boook.land platform (<https://speakingmachine.boook.land/>) by typing or drawing. It is also possible to enable voice input.
- 4.8 All content should be submitted in English.
- 4.9 There is no limit on the number of words or drawings that you can submit. However, please note that the amount of time that can be taken to input your submission is limited to 5 minutes.
- 4.10 At the point of submission, participants can choose to:
 - (a) remain anonymous;
 - (b) be identified in the novel by a username of their choice.
- 4.11 The Promoter reserves all rights to disqualify you if your conduct is contrary to the spirit or intention of the Challenge.

5. The reward

- 5.1 All eligible submissions will be considered for inclusion in the collaborative novel. The final output will be edited, published and made available online in digital format.
- 5.2 All participants will be entitled to view an online copy of the collaborative novel for free for a period of up to 2 years.
- 5.3 There is no cash alternative for the reward.
- 5.4 The Promoter reserves the right to replace the reward with an alternative reward of equal or higher value if circumstances beyond the Promoter's control make it necessary to do so.
- 5.5 The reward is not negotiable or transferable.

6. Participants

- 6.1 The decision to include submissions within the collaborative novel will be made by the Promoter and any unsuitable submissions will be removed as necessary. This decision is final and no correspondence or discussion will be entered into.

7. Claiming the reward

- 7.1 On Monday 13 July 2020, the Promoter will publish a web link on its website and social media platforms which will enable participants and others to view a digital copy of the collaborative novel for free for a period of up to 2 years.
- 7.2 If you object to your username and/or submission being published or made available, please contact the Promoter by telephoning +44(0)1326 213770 or emailing vcoffice@falmouth.ac.uk.
- 7.3 The Promoter does not accept any responsibility if you are not able to take up the reward.

8. Limitation of liability

- 8.1 Insofar as is permitted by law, the Promoter, its agents or distributors will not in any circumstances be responsible or liable to compensate the participant or accept any liability for any loss, damage, personal injury or death occurring as a result of taking up the reward 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.

9. Ownership of Challenge submissions and intellectual property rights

- 9.1 The Promoter does not claim any rights of ownership in your submission.
- 9.2 Participants retain the copyright in their submissions.
- 9.3 You agree that the Promoter may, but is not required to, make your submission available on its website and any other media, whether now known or invented in the future, and in connection with any publicity of the Challenge. You agree to grant the Promoter a non-exclusive, royalty-free, worldwide, irrevocable licence, for the full period of any intellectual property rights in the submission, to use, display, publish, transmit, copy, edit, alter, store and re-format the submission for such purposes and to complete the administration of this Challenge.

10. Data protection and publicity

10.1 The Promoter will only process your personal information as set out in our data privacy policies (see <https://www.falmouth.ac.uk/data-privacy>). See also condition 7.2.

11. General

11.1 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 Challenge.

11.2 The Promoter reserves the right to hold disqualify, void, suspend, cancel, any submission which breaches any of these Terms and Conditions, brings the promoter in to disrepute or to withhold a reward if in its opinion entries do not reach the required standard. The Promoter can amend the Challenge where it becomes necessary to do so.

11.3 These Terms and Conditions shall be governed by English law, and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.