**Mascot Design Competition - Terms and Conditions**

Please read these terms and conditions carefully. These terms and conditions govern your entry to the Mascot Design Competition (the “**Competition**“).

**Entrants must ask their parent/guardian for permission to enter this Competition. Each entrant’s parent/guardian must agree to these terms and conditions.**

The promoter of the Competition is the Trinbago Organising Committee For The 2023 Commonwealth Youth Games (**“Trinbago 2023“**). If you have any queries about the Competition or these terms and conditions then please contact us at **pr@cygtt.com**

**Applications**

1.) The Competition will close for applications at 23:59 on 31st January 2023 (T&T Time) (the “**Closing Date**“).

2.) To submit an application for the Competition, you must be a resident of Trinidad and Tobago aged between 6 and 17 years old. All staff members of the TTCGA, Executive members of the TTCGA, and their families, Executive members of the TTOC (Trinbago 2023) and their families, and Executive members of the Local Organizing Committee (LOC) of the Commonwealth Youth Games and their families are not allowed to participate in any form of this competition.

3.) Eligibility requirements set out in Section 2 must be met on the Closing Date. Trinbago 2023 reserves the right to verify the eligibility of anyone submitting an application. Trinbago 2023 may require such information (including requesting proof of age for entrants as well as parental or guardians’ consent) as it considers reasonably necessary for this purpose and may withhold any prize until Trinbago 2023 is satisfied with the verification.

4.) Only one entry per person will be considered. If entrants submit more than one entry, only the first entry logged will be judged and all others will be disregarded.

5.) To submit an application, you need to visit Commonwealthsport.com/trinbago2023/mascot or the social channels, complete the **entry form** and submit the entry form along with your original design by email to pr@cygtt.com to arrive no later than the Closing Date. Design files submitted must not exceed 10mb in size.

6.) Late or illegible entries will be disqualified. Trinbago 2023 cannot take any responsibility for any technical failure or malfunction, including but not limited to any affecting email services, which may result in any entry being lost or not properly registered or recorded.

7.) All submissions must include an A4 sheet of paper with the design and include the following information in a clear, legible form:

a) the entrant’s contact details (full name, date of birth, age and full address)

b) name of Parent/Guardian; and

c) telephone number

8.) Contact details provided and other information you submit, or we review in connection with your application, will be used in accordance with our Mascot Campaign Privacy Notice (to be reviewed), together with the Commonwealth Sport Privacy Notice (which can be found at: [commonwealthsport.com/privacy-notice/](https://web.archive.org/web/20200926051122/http%3A/www.birmingham2022.com/privacy-notice/)

9.) By taking part in the Competition, the entrant and the entrant’s parent or guardian agree to:

a) being filmed by Trinbago 2023 in order to create content for the purpose of publicising the competition including any associated Commonwealth Youth Games output; and

b) signing any additional documentation that may be required in connection with this Competition, such as, but not limited to, declarations for security, health and safety, confidentiality or assignments in order to assign all intellectual property in submitted designs to Trinbago 2023.

**Entry**

10.) Please make sure the design you submit:

a) represents the identity, heritage, and culture of the Commonwealth Youth Games, and embodies everything that Trinidad and Tobago stand for: Our Youth and Culture Inspires

b) is a drawing, painting, collage or sculpture

c) is your original own work;

d) contains a made up/imaginary character or animal or person;

e) is appealing to young people;

f) is friendly-looking; and

g) is the work of only one person.

11.) Entrants should suggest a name for their mascot and respond to questions asking for a text description of the mascot and the inspiration behind their design. Any names and stories provided shall **not** be taken into account into the judging process; however, they may be used by Trinbago 2023 as part of the competition announcement or subsequent development of the mascot.

12.)There are FAQs available to help entrants develop their design: <https://www.teamtto.org/images/TrinbagoFAQS.docx>

13.) Please ensure, as far as possible, that your design and application does not include:

a) a copy of, or contain/resemble, any original works (i.e. known characters, mascots or cartoon figures);

b) designed using graphics or computer-generated content;

c) in breach of these terms and conditions;

d) applications which include inappropriate, discriminatory, illegal or offensive content;

e) applications that seem to be duplicates or not legitimate;

f) dishonest applications;

g) applications where the entrant is ineligible under these terms and conditions; and

h) applications where you have not obtained parents’ or guardians’ consent.

Trinbago 2023 reserves the right to disqualify any applications if they are contrary to this Section 13.

14.) It is a condition of entry that all entrants keep a copy of their submitted designs and any correspondence entered into with Trinbago 2023 confidential at all times. You therefore agree not to disclose to any third party without the prior written consent of Trinbago 2023. Failure to comply with this important obligation will result in immediate withdrawal from the competition.

15.) Entries will not be returned.

16.) By submitting an entry for the Competition, the entrant and the entrant’s parent/carer/guardian are deemed to have given consent for the design to be used free of charge by Trinbago 2023 or its designated agents for any purpose in connection with the Trinbago 2023 Commonwealth Youth Games including, but not limited to, the production and sale of merchandise, marketing and advertising purposes in connection with the Trinbago 2023 Commonwealth Youth Games. They also consent for the image to be used free of charge by Trinbago 2023 or its designated agents in all media and merchandise worldwide for all purposes in perpetuity, including, but not limited to, television platforms and newspaper.

17.) By taking part in the competition, the entrant and the entrant’s parent or guardian:

a) hereby assign to Trinbago 2023 all intellectual property rights (including copyright) in their submitted design;

b) waive absolutely all moral rights, including any future moral rights, arising in relation to the design by virtue of the Copyright, Designs and Patents Act 1988 and, so far as legally possible, any broadly equivalent rights in any territory of the world. To the extent the waiver referred to is not effective, the entrant and the entrant’s parent or guardian agree to not assert any such moral rights; and

c) sign any relevant forms or agreements provided by Trinbago 2023 to reflect such assignment (without amendment). Failure (or delay) to sign the relevant document will result in the entry being disqualified.

18.) The 10 best entries will be selected from all eligible applications, (the “**Finalists**“)

19.) The Finalists will be selected by an initial panel consisting of Trinbago 2023 staff and consultants including at least one independent judge.  The **Finalists** will be the ten entries, which, in the opinion of the judges, best meet the following criteria:

a)**Creative:**The design must be striking and original;

b) **Usable:**The design must be simple enough to work on small and large scales, in black and white and in colour; and

c)**Relevant:**The designs will be easy to recognise as a mascot of the Trinbago 2023 Commonwealth Youth Games and have relevant meaning to the Commonwealth Sport Movement.

20.) The Finalists and their parent/guardian will be notified by telephone using the applicant’s contact details as provided on the application between 10 January - 15 January 2023 (the “**Notification**“). Trinbago 2023 will require the **Finalists** to provide further written confirmation of their parent/guardians’ agreement to these terms and conditions.

21.) The Finalists must not share their design with any third parties once they receive Notification that they have been shortlisted.

22.) Trinbago 2023 is not responsible for any delay or failure to receive the Notification for any reason, including inactive or incorrect telephone details. It is the entrant’s responsibility to provide accurate contact details and check messages.

23.) All Finalists shall be required to sign a non-disclosure agreement which prohibits the disclosure of any information in relation to the competition. Failure to comply with this important obligation will result in immediate withdrawal from the competition.

**Final stages of the Competition**

24.) Providing Trinbago 2023 receive further written confirmation of their parent/guardians’ agreement to these terms and conditions, the Finalists will continue through to the final stage of the Competition, where the best entry (the “Winner”) will be selected by a second-round panel consisting of Trinbago 2023 staff and consultants including at least one independent judge.

**The Winner**

25.) The Winner will be selected as the best entry, which, in the opinion of the judges, best meets the criteria set out in Section 19.

26.) The Finalists will be announced by February 2023.

27.) The Finalists will be notified by telephone call using the contact details provided by the applicant. The Finalists may be required by Trinbago 2023 to enter into a further prize winner’s written agreement in the form provided by Trinbago 2023 to confirm their compliance with these terms and conditions.

28.) All Finalists who have not been successful will not be contacted using the contact details provided by the applicant.

29.) Each Finalist must be available for publicity purposes with Trinbago 2023 during February 2023.

30.) The Finalists will each win up to four (4) tickets for family and friends to the Closing Ceremony of the VII Commonwealth Youth Games, in Trinidad and Tobago. The Winner will receive a Samsung mobile phone (Samsung S22 Ultra). The Finalists’ tickets will be dispatched no later than July 2023.  Prizes cannot be transferred and there is no alternative to the prizes.

**General**

31.) If an entrant is unable to be contacted after reasonable attempts have been made to do so, and/or is unable to attend the filming and/or is found to be in breach of the rules and/or does not provide the required documentation in accordance with these terms and conditions, Trinbago 2023 reserves the right to offer their place to the next best entrant.

32.) Any decision of Trinbago 2023 as to eligibility to submit an application or to take part in the Competition, or as to the Finalists or ultimate winner of the Competition, will be final and no correspondence will be entered into. Trinbago 2023 accepts no responsibility for applications that are incomplete, delayed, lost, damaged or unreadable/unviewable whether due to failure or non-availability of the website, the submission of incomplete information or any other reason.

33.) Trinbago 2023 reserves the right to cancel the competition or any of these rules at any stage, if deemed necessary in its opinion, or if circumstances arise outside of its control, including but not limited to not using the winning design, should the Trinbago 2023 Commonwealth Games be cancelled.

34.) Trinbago 2023 (or its suppliers) reserves the right to make modifications to the winning mascot design and/or any or all of the Finalists’ mascot designs for a variety of purposes. This may include combining elements of any or all of the designs with each other or with any other elements to create a new design and/or making significant alterations to the original designs to ensure that the final mascot design is usable in all media and for a variety of purposes (i.e. print, online, TV).  Trinbago 2023 (or its suppliers) reserves the right not to use any Finalist’s design or any individual element of any Finalist’s design in the final mascot design.

35.) Trinbago 2023 reserves the right to add wording to any Finalist’s design, assign a name to any Finalist’s design and create a back story which relates to the final mascot.

36.) The names of the Finalists will (unless a Finalist and/or their parent/guardian has objected on lawful grounds) be available at [commonwealthsport.com/Trinbago2023](http://commonwealthsport.com) for 60 days after the announcement of the Finalists.

37.) Any personal information supplied in connection with the Competition will be used, shared and retained as set out in the Mascot Campaign Privacy Notice, together with our main Trinbago 2023 Privacy Notice posted at <https://www.commonwealthsport.com/privacy-notice>.

38.) The Competition and these terms and conditions are governed by the laws of Trinidad and Tobago.

39.) Promoter’s details:

Trinidad and Tobago Commonwealth Games Association

104 Woodford Street, Port of Spain

Trinidad and Tobago, W.I.

pr@cygtt.com

+1 (868) 778-5765