

The Ocean Digital Creative Competition Terms & Conditions

1. INTRODUCTION

1.1 This Competition is owned and organised by Ocean Outdoor Finland OY, whose registered office is Pursimiehenkatu 29-31 E00150 Helsinki, and whose telephone number is +358 40 358 9164

1.2 Ocean Outdoor Finland OY will hereinafter be referred to as “Our”, “Us” and “We”.

1.3 We reserve the right to cancel or amend the competition or these competition terms and conditions at any time without prior notice. Any such changes will be posted on the competition website; <https://www.oceanoutdoor.fi/dcc>

1.4 The following are the full Terms and Conditions for Ocean Outdoor’s “Ocean Digital Creative Competition” and are supplemental to the Website Terms and Conditions.

1.5 By submitting an entry for the Competition, you are indicating your agreement to be bound by these Terms and Conditions.

1.6 We reserve the right to disqualify your entry if we have reasonable grounds to believe that you have breached any of these Terms and Conditions.

2. ENTRY ELIGIBILITY

2.1 To qualify to enter the Competition you must:

- (a) be able to comply with all of Our Terms and Conditions;
- (b) unless otherwise stated, be at least 18 years old; and
- (c) be working directly on the client account (or as the client) you have submitted the entry on behalf of in a creative role.

You must not be:

- (d) an employee, an agent or a director of Ocean Outdoor Finland OY;
- (e) an employee, an agent or a director of any associated company or subsidiaries of Ocean Outdoor Finland OY;

2.2 Entered creative must be new and not have run on any media platform prior to October 7th 2022

3. COMPETITION FORMAT

3.1(a) All entries will be judged against all others.

3.2 There are no entry fees for the competition.

3.3 The Competition will commence on 31st of May 2022 at 00.01 and all entries must be submitted by 7 October 2022 at 23.59

3.4 Any entries which are received outside the period set out in Clause 3.3 shall be refused unless an official extension has been given by Ocean Outdoor Finland OY at its absolute discretion.

3.5 All applications to participate in the Competition must be made through the official entry form located on the website www.oceanoutdoor.fi/dcc.

3.6 All artwork supplied must be designed to the specific product specification for the chosen sites(s) in the competition – Site details and production specifications can be found on the website, www.oceanoutdoor.fi/dcc.

3.7 To avoid disqualification, all entries must have received client approval prior to official entry.

3.8 All required fields of information must be completed accurately and in full for an entry to be processed through the official entry channel.

3.9 Specifically, a 500-word maximum description of the campaign concept should be included.

3.10 We shall have sole discretion regarding acceptance of your entry.

3.11 You will be asked to submit relevant personal details and detailed information about your campaign entry.

3.12 You may enter the competition as many times as you wish.

3.13 We reserve the right to change the entry deadline date at any time without giving any prior notice.

4. PRIZES

4.1 The competition guidelines state that the sites allocated to any prizes will be on any of our digital sites existing at the time of the campaign.

4.2 All prize-winning creative must be taken **during February 1st - 31st August, 2023** and reflect the winning creative/idea.

4.3 Prizes will be allocated across all of Ocean's digital network subject to availability.

4.4 There are no prize substitutions or cash alternatives, and the prizes are not transferable.

4.5 We shall have the right to decide on and substitute the prizes being offered for alternative prizes without notice.

5. WINNERS AND SHORTLIST

5.1 The names, agencies and brand details of winners will be announced at The Ocean Digital Creative Competition shortlist and winners' event in November 2022 and will be published on the website www.oceanoutdoor.fi/dcc

5.2 All winners and other entries may be shown in any future marketing material by Us.

5.3 You may be requested to provide proof to Us that you have complied with these Terms and Conditions before being declared the winner.

5.4 If We notify you as a winner and you do not acknowledge such notification within 10 days from the date of notification, then We shall be entitled to withdraw your right to the prize and We shall have the right to select an alternative winner as determined by Us.

6. FINAL DECISION

6.1 In all matters Our decision will be final and no correspondence or discussion shall be entered into with you or any other party on your behalf regarding the process or details of such decision.

7. INTELLECTUAL PROPERTY

7.1 All intellectual property rights subsisting in the Competition and its content, is either owned by Us or licensed to Us. You may not reproduce any materials without Our express prior written consent nor do or attempt to do anything which infringes such intellectual property rights or any intellectual property rights licensed to Us by a third party including, but not limited to, seeking to identify the source code for the Competition.

7.2 Entries may also be featured on the oceanoutdoor.fi website and affiliates sites or within case studies that may be featured in the public domain.

7.3 Ocean Outdoor require the winners to release data that highlights the effect of the free campaign delivered as a part of the prize. This can come in the form of website uplift figures, unit sales data and client testimonials.

8. LIMITATION OF LIABILITY

8.1 Nothing in these Terms and Conditions shall exclude or limit Our liability:

- (a) for death or personal injury resulting from Our negligence
- (b) for fraudulent misrepresentation; or
- (c) to the extent that liability cannot by law be excluded or limited.

8.2 Subject always to clause 8.1:

(a) the Competition is provided on an “as is” and “as available” basis without any representation or endorsement. All warranties, conditions and guarantees relating to the Competition by Us or on Our behalf, whether express or implied by law, statute, course of dealing or otherwise, including but not limited to, implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security, accuracy, condition or completeness are excluded to the maximum extent permitted by law; and

(b) We will not be liable to you, in contract, tort (including, without limitation, negligence) or otherwise in connection with the Competition for:

(i) loss of revenues, profits, contracts, business or anticipated savings or loss of data; or

(ii) any loss of goodwill or reputation; or

(iii) any special or indirect or consequential losses.

(c) Although We have made all reasonable efforts to ensure that the Website is free from viruses and other damaging components, we cannot guarantee this. Neither can We guarantee that use of the Website will be uninterrupted, timely, secure and / or error-free.

(d) We take no responsibility for entries lost or delayed in transmission whether by email or otherwise. We have no responsibility for damage or loss resulting from misdirected or incomplete entries arising from computable functions, viruses, bugs or other causes outside its control.

(e) Except in relation to death or personal injury caused by Our negligence or for fraudulent misrepresentation (in which cases Our liability to You will be unlimited) our liability to You shall be limited to €1 000 .

(f) In any event, We will not be liable for any damages or losses whether direct or indirect that You may suffer as a result of failure by us to deliver the Competition (including, but not limited to, as a result of a server failure), including but not limited to access delays or interruptions, data non-delivery or mis-delivery, any acts of God, war or terrorism, breaches of security or unauthorized use of personal data arising from hacking and / or failure or lack of reception of telephone or mobile telephone networks. The exclusion set out in this paragraph shall apply even in the event that the loss or damage suffered by You was or should have been foreseen by Us and / or You told Us of the risk of You suffering the loss or damage in question.

(g) We are not responsible for any websites which You may visit via hyperlinks provided on the Website and You visit and carry out transactions on such websites entirely at Your own risk.

9. YOUR LIABILITY TO US AND YOUR STATUTORY RIGHTS

9.1 You agree to fully indemnify Us in respect of all liabilities, damages, claims, actions, expenses, demands or costs incurred by Us due to your misuse of the Website or any breach by You of Our Terms and Conditions.

9.2 Nothing contained in Our Terms and Conditions shall affect any statutory rights which You may be entitled to as a consumer.

10. YOUR DATA

10.1 Your personal data will be used solely in accordance with the current data protection legislation.

10.2 By entering this competition, you may be contacted by Us in the future.

11. GOVERNING LAW

11.1 These Terms and Conditions are governed by and construed in accordance with Finnish Law and shall be subject to the non-exclusive jurisdiction of the Finnish Courts.

12. ENQUIRIES

12.1 For all enquiries, comments, feedback or further information please contact dccnordics@oceanoutdoor.fi

12.2 All enquiries regarding the Competition must be received within 28 days of the closing date of the Competition, as set out in Clause 3.1.