



**TRANSPORT
FOR LONDON**
EVERY JOURNEY MATTERS

MAYOR OF LONDON

Terms and Conditions

By entering the Diversity in Advertising competition (the “Competition”) entrants agree to the following terms and conditions:

Entry

1 Entry to this Competition is only open to:

- media, advertising and creative agencies; or
- brand marketing teams.

2 Entrants who are entering the Competition on behalf of a client must have first received their client’s express consent.

3 Only one entry per brand marketing team is permitted. Media, advertising and creative agencies can enter more than once provided that such entries are in relation to different brands.

4 Entries must consist of:

- a draft creative and details of the proposed advertising campaign which should include (1) a storyboard for a 10 second full motion digital advert and (2) a design of a static digital display (the “**Campaign**”);
- a completed competition entry form which can be found [here](#)
- written consent from the client (if applicable) who will be the subject of the Campaign.

5 Entries for the Competition must be submitted online using the **TfL Advertising Form or by email to Adcompetition@tfl.gov.uk by 17:00 on Tuesday 17th November 2020** (the “**Closing Date**”) in order to be part of the Competition. Extensions will not be granted, and requests for extensions cannot be responded to due to the large number of entrants anticipated.

Prizes

Main prize

6 The main prize for the winning Campaign is: £500,000 value in kind (based on Global and JCDecaux rate card values) of digital advertising for the winning Campaign to be launched across TfL’s estate for a four week period which will consist of 15% Share of Time on each digital panel:

- 132 x bus shelter panels;
- 6 x digital escalator panel runs
- Canary Wharf premium iconic digital screens; and
- 75 x D6 digital displays on the rail network.

7 It is anticipated the winning Campaign will launch across the TfL estate in January 2021 and will run between 1 January 2021 and 31 March 2021. The specific dates, locations and use of the digital advertising estate on the TfL estate will be planned and delivered at the absolute discretion of Transport for London, Global and JCDecaux who will endeavour to plan efficiently for the brand's target audience.

Runners-up prize

8 The prize for up to two runner-up Campaigns is: an opportunity to secure match funding up to a total of £50,000 value in kind (based on Global and JCDecaux rate card values) in digital advertising for the shortlisted Campaign(s) to be launched across TfL's Rail Digital Escalator Panels and Digital Bus Shelter Infrastructure. The prize for the two runner-ups is conditional on the relevant runner-up committing a minimum of £1,500 towards the campaign in order to receive the match funding. It is also conditional on the signed contract and prepayment for the campaign being received at the latest 4 weeks prior to the agreed campaign start date. If these conditions are not fulfilled, the runner-up will be informed that they are disqualified and the prize will go to the next available runner-up.

9 It is anticipated that each runner-up Campaign will run between 1 January 2021 and 31 March 2021. The period of each runner-up Campaign, location and use of the digital advertising estate will depend on the total value of each runner-up Campaign and will be planned and delivered at the absolute discretion of Transport for London, Global and JCDecaux. For the avoidance of doubt this means if the entrant of a runner-up Campaign invests £50,000, they will receive a digital advertising package worth £100,000 (£50,000 investment from the entrant and £50,000 value in kind from Transport for London) based on Global and JCDecaux rate card values.

General

10 By entering this Competition entrants accept and agree that:

- should their Campaign win the main prize or they accept the runner-up match funding prize, they will be committed to produce a final advertisement in line with their submitted entry. Transport for London will require regular contact and review sessions to ensure the creative concept being produced is true to the pitch;
- the prizes cannot be transferred to a different campaign concept, or to a different brand and there is no cash alternative to prizes;
- any additional costs are not covered by the prizes and are the sole responsibility of the entrants; and
- the winner or runner-up entrants may be required to comply with JCDecaux and Global standard terms and conditions.

11 By entering this Competition entrants are also committing to keep confidential that they are either the winning entrant or a runner-up of the Competition until the Mayoral announcement of the outcomes of the Competition is made.

Campaign criteria

12 The Campaign should be creative, original and fulfil the criteria set out in the Competition Brief <https://tfl.gov.uk/campaign/diversity-advertising-competition>

13 The Campaign must feature both a 10 second full motion digital advert and a static digital display.

14 The Campaign must comply with the TfL Advertising Policy (<https://tfl.gov.uk/cdn/static/cms/documents/tfl-advertising-policy-250219.pdf>) and all relevant advertising industry laws and regulations.

Decision

15 After the Closing Date, the entries will be judged by a judging panel.

16 The judging panel will consist of representatives from Transport for London, Global and JCDecaux as well as external independent representatives with media and advertising sector.

17 The judges will choose the winner and up to two runners-up who, in the sole opinion of the judging panel, submit the most creative and original advertising Campaign concept that fulfils the Campaign criteria set out above.

18 The judges' decision is final and binding in all matters and no correspondence will be entered into.

19 The winner and runners-up will be notified of the judges' final decision by phone by **1 January 2021**. The names and campaign details of the winner and runnerup entrants will be posted on the Transport for London and Greater London Authority websites by March 2021.

20 Transport for London reserves the right to substitute any prizes with a prize of equivalent or higher value in the event of circumstances outside of its control.

21 Transport for London (acting reasonably) reserves the right to amend these terms and conditions if necessary. In this event, Transport for London will notify all entrants of the change and will publish the updated rules on <https://tfl.gov.uk/campaign/diversity-advertising-competition>

22 Transport for London reserves the right not to select a winner and/or runners-up.

23 Prizes are awarded at Transport for London's discretion and no prizes will be awarded as a result of improper actions by or on behalf of any entrant.

Intellectual Property and Liability

24 All copyright and ownership of the winning and runner-up advertising Campaigns will remain with the relevant entrant.

25 Each entrant acknowledges that Transport for London reserves the right to publish the name of the winner and runners-up, brand (as appropriate) and details of the advertising Campaign online on its website, social media and in press releases and each entrant grants Transport for London a non-exclusive, irrevocable and royalty-free licence for Transport for London or its agents to use, publish and reproduce the advertising Campaign, or any adapted, altered or edited version of it, for such purposes.

26 Each entrant warrants to Transport for London that all material submitted is original, is not in breach of any third party rights and does not breach client confidentiality.

27 Each entrant indemnifies Transport for London from and against all actions, claims, costs, demands, proceedings, damages, charges and expenses whatsoever brought against Transport for London and arising in connection with any breach of these terms and conditions.

28 Transport for London assumes no responsibility for any damage, loss, injury or disappointment suffered by any entrant entering the Competition or as a result of accepting any prize and excludes such liability to the fullest extent permitted by law.

General

29 Transport for London shall not be responsible for late, lost or delayed entries or network, computer hardware or software failures of any kind that may delay or restrict entry into the Competition.

30 Agency commission will not be payable on the digital advertising value.

31 If Transport for London (acting reasonably) believes that the winning and/or a runner-up Campaign produced is not in line with the pitch and draft creative submitted, it reserves the right to withdraw the prize immediately. Any and all costs associated with the Campaign will be borne by the entrant.

32 Entrants understand that any information in the entries marked specifically as confidential will be seen only by the judging panel and Competition organisers.

33 Entry into the Competition implies acceptance of these terms and conditions.

34 Transport for London reserves the right to withdraw prizes or refuse to award to anyone found to be in breach of these terms and conditions.

35 The winning and runner-up Campaigns are excluded from any existing share or volume share commitments with either Global or JCDecaux.

36 The promoter of this Competition is Transport for London of 5 Endeavour Square, Stratford, London, E20 1JN

37 These terms and conditions are governed by English Law and shall be subject to the exclusive jurisdiction of the English Courts

Privacy statement

Transport for London (TfL) its subsidiaries and service providers, will use the personal information you provide as part of your submission for the purposes of administering this competition, informing you if you have won, and if so issuing your prize.

Your submission will be shared with our judging panel for these purposes.

Any personal information will be properly safeguarded and processed in accordance with the requirements of data protection legislation.

To find out more about how TfL handles personal data, see our [Privacy and cookies](#) pages.