

DHL EXPRESS X ABBEY ROAD STUDIOS - SPAARKD MERCHANDISE DROP
Full Terms and Conditions

1. These Terms and Conditions apply to the competition “DHL x SPAARKD Merchandise Design Competition” at the following link: <https://inmotion.dhl/en/spaarkd> hereinafter the (“**Promotion**”). All participants expressly agree to have read and accepted these Terms and Conditions prior to submitting their participation in the Promotion. Participants can contact Delivering.Moments@dhl.com with any questions or concerns regarding these Terms and Conditions at any time.
2. **Organising Company**
3. The Promoter organises on the dates indicated below, the Promotion in accordance with the clauses established in these Terms and Conditions. Abbey Road Studios, SPAARKD and the Judging Panel will assist the Promoter in conducting this Promotion. For the sake of clarity, neither Abbey Road Studios nor SPAARKD are carrying out this Promotion, therefore they are excluded from any liability in connection with it.
4. This Promotion is only open to those aged 18 or over, including employees and customers of the Promoter.
5. This Promotion is not open to employees of SPAARKD. Any entries from SPAARKD employees will not be deemed valid. The Promoters decision to exclude entries from anyone it deems to be a SPAARKD employees will be final.
6. Entrants must ensure that their participation (including the acceptance of any prize awarded) is lawful in accordance with the laws of the country of which they are a citizen and/or resides. This Promotion is void where void under local national laws. The Promoter shall not be taken to make any representations, express or implied, as to the lawfulness of any individual's participation, or as to any other aspect of any Promotion.
7. No purchase is necessary; however, internet access is required.
8. **Promotion Period and Key Dates:**
 - a. Entry between 00:01 am {GMT} on the 22nd October 2024 (“**Opening Date**”) and 11:59 pm {GMT} on the 5th November 2024 (“**Closing Date**”) (the “**Promotion Period**”).
 - b. Selection of the Winner, which will be conducted by the Judging Panel shall be completed by 9th December 2024 (“**Selection Closing Date**”)
9. **To Enter:**
10. Visit <https://inmotion.dhl/en/spaarkd> and download the Design Package.
11. Using the contents of the Design Package as inspiration, entrants are then required to create a Design to be featured on co-branded merchandise to be sold on SPAARKD. Once the Design has been created by the Entrant, this will be required to be uploaded to <https://inmotion.dhl/en/spaarkd>.
12. The Entrant’s Design will be required to comply with the below requirements in order to be considered valid:
 - a. Utilise at least 1 (one) visual element from each of the Promoter and Abbey Road Studio’s Design Package;
 - b. Be uploaded in 1:1 (Square) format;
 - c. Be uploaded as a JPG, PNG, or Adobe Illustrator file;

- d. Be uploaded with 2160 x 2160px resolution; and
 - e. Contain a brief explanation of the inspiration for the design.
13. The Design can include digital or hand drawn elements.
 14. A Design that includes any elements of Artificial Intelligence shall be deemed to be invalid. Any Entrant submitting entries which contain or have been generated using Artificial Intelligence will be disqualified and any prize entitlement will be void.
 15. Entrants are able to submit 3 (three) designs for this Promotion. The Promoter reserves the right to determine, in its sole and absolute discretion, whether an Entrant has submitted more than 3 (three) entries and to disqualify any subsequent entries or prize entitlement.
 16. All entries must be received within the Promotion Period and no liability is accepted for incomplete or late entries.
 17. If an Entrant attempts to compromise the integrity or the legitimate operation of this Promotion by hacking or by cheating or committing fraud in ANY way, the Promoter may, in its absolute discretion, disqualify that Entrant's entry to this Promotion and may ban the Entrant from participating in any of the Promoter's future promotions.
 18. The Winner will be required to meet with the SPAARKD design team to refine the Design prior to this being featured on the garments, and being awarded the Prize. In the event that the Winner does not comply with this requirement, the Promoter reserves the right to disqualify the Winner and award the Prize to a reserve winner selected in accordance with Section 39.

19. Copyright and Intellectual Property

20. By entering the Promotion, Entrants give their permission for their entries (including a Design) to be used by the Promoter without further compensation, over and above the award of the Prize.
21. By entering this Promotion, the Entrant agrees to the Promoter, Abbey Road Studios, War child and/or SPAARKD publishing the Entrant's Design on their website and possible further use on their website, Facebook, X (Twitter), Instagram or other social media platforms. Entrants also agree to other possible promotional use in media of either the Promoter's, Abbey Road Studios, War child and/or SPAARKD choosing without any further payment, over and above the award of the prize, but with appropriate credit given to the Entrant.
22. By entering this Promotion, Entrants agree and acknowledge that they are not entitled to declare ownership of the Design and acknowledge that the Design shall be the property of the Promoter. Entrants acknowledge and agree that the Promoter will require Entrants to enter into a separate deed of assignment which acknowledges that the Promoter shall be the owner of the Design.
23. By entering this Promotion, Entrants agree and acknowledge that they shall have no claim or right of action of any kind, arising in any capacity or in any jurisdiction, against the Promoter.

24. Prize

25. One winner will win the production of three (3) types of garments which incorporate the Entrants Design on limited edition co-branded merchandise, to be sold by SPAARKD on their online platform. The garments included in the Prize are:
 - a. T-shirts

- b. Hoodies
 - c. Caps
26. The volume of the garments produced shall be at the discretion of the Promoter.
27. The garments will be available for a minimum period of 14 days.
28. The Winner will be provided with 3 of the garments free of charge. This will include 1x T-Shirt, 1x Hoodie, and 1x Cap.
29. The Winner shall be required to meet with the SPAARKD design team to refine the Design prior to this being featured on the garments, in order to ensure the Design is compliant with the Promoter's brand requirements. In this meeting, the Winner shall work with the Promoter to design 3 possible adaptations of the design, which will then be subject to a public vote via <https://inmotion.dhl/en/spaarkd> to select the winning design.
30. The Prize shall not include the payment of any royalties to the Winner. All proceeds from the sale of the garments that incorporate the Winner's Design shall be donated to War Child and DHL shall not receive any royalties.

31. Further Prize Details and Conditions:

32. The Winner must respond and accept the Prize within 5 working days of being contacted by the Promoter.
33. All elements of Prize must be taken at the same time.
34. The Prize is non-transferable, are not exchangeable and has no cash or other alternative in whole or in part.
35. The Promoter reserves the right to offer alternative prizes, of equal or greater value, should the advertised Prize become unavailable for reasons beyond their control.

36. Moderation: The Promoter will reject a Design which, in the reasonable opinion of the Promoter:

- a. reflect negatively on the name, reputation, or goodwill of the Promoter or any brand;
- b. contain any content deemed to be racist, sexist, homophobic, unlawful, unsafe or dangerous, features the consumption of alcohol with sport activities, features violent, derogatory, profane, vulgar, indecent or cruel content, including but not limited to words or symbols that might be considered offensive to individuals of any race, ethnicity, religion, sexual orientation or socioeconomic group;
- c. defames, misrepresents, or insults other people or companies, including, but not limited to the Promoter
- d. promotes any political agenda;
- e. contain any copyrighted materials owned by others (save for those included in the Design Package);
- f. attempts to compromise the integrity or the legitimate operation of this Promotion by hacking or by cheating or committing fraud in ANY way; or
- g. includes any elements of Artificial Intelligence.

37. Winner Selection

38. On or after the Closing Date, all valid Designs submitted by Entrants will be sent to the Judging Panel.

39. The Promoter will use the Judging Panel to select the Design that best uses the assets in the Design Package and shows creativity. The Judging Panel will use the following selection criteria:
- a. SPAARKD Judge - How well the design would work across the range of garments being created.
 - b. Third Party Judge – How well the design has integrated musical influence.
 - c. War Child Judge- Tone of design and ensuring that all submissions speak to a positive nature and if there us integration of musical influence into the design.
 - d. Judge of the Promoter - Use of brand identity (including brand logo and colours), as well as the representation of global logistics.
 - e. Abbey Road Studios Judge - Use of brand identity (including brand logo and colours) in addition to integrating musical influence into the design.
40. The Judging Panel's decision to select the Winner will be final and binding in this respect and no correspondence shall be entered into.
41. Once the Judging Panel has selected a Winner based on the above criteria, the Promoter will notify the Winner via the Entrant's email which is entered when the Entrant submits their Design.
42. The Winner must respond and accept the Prize within 5 working days of being contacted by the Promoter. In the event that the Winner does not respond within 5 working days, the Promoter reserves the right to exclude the Winner and award the Prize to a reserve winner selected in accordance with Section 39.
43. In order for the Winner's Design to be utilised for the Prize, upon receiving confirmation from the Promoter that they have been selected as the Winner, within 5 working days the Winner is required to confirm that:
- a. The Winner has independently developed the Design using the Design Package and save for the Design Package, the Winner owns the images and copyright in the images;
 - b. If the Winner's Design includes the image of a person, the Winner has obtained the consent of anyone pictured in the image or video for that image or video to be submitted to this Promotion. In the case that any minor is pictured in the image or video, the Winner has obtain the consent of the personal with parental responsibility for that minor;
 - c. The Winner does not require any other third party consent to use any image that forms part of their Desing; and
 - d. The Winner accepts these Terms and Conditions.
44. If the Promoter does not receive confirmation from the Winner as required in Section 43, the Promoter reserves the right to exclude the Winner and award the Prize to a reserve winner selected in accordance with Section 39.
45. Once the Winner has been selected and notified in accordance with the above, as per section 29, the Winner shall be required to meet with the Promoter to finalise the Design. As part of this process, the Winner will work with the Promoter to create 3 adaptations of the Design. These 3 adaptations will then be subject to a public vote via <https://inmotion.dhl/en/spaarkd> to select the Design to be placed on the Garments set out in the Prize.
46. The Promoter reserves the right to verify the Winner's details and ask for proof of full name and age and reserves the right to disqualify an Entrant where there are reasonable grounds to believe an Entrant has breached these terms and conditions.

47. Further details and Terms and Conditions

48. All personal data will be held in accordance with all relevant data protection legislation currently in force. To view the Promoter's Privacy Policy visit: <http://www.dhl.com/en/legal.html#privacy>. The Promoter will only use personal data for the administration of this Promotion and for no other purpose unless consent is given. The Promoter will only share personal data with their Fulfilment Partners for the purposes of and in order to fulfil this Promotion. Bright Partnerships will assist the Promoter with the administration of this Promotion. To view the Privacy Policy visit: <https://brightpartnerships.com/privacy-policy/>
49. The Winner will be responsible for any tax liability as relevant with national laws dependant on the resident country of the Winner.
50. Bulk entries made from trade, consumer groups or third parties will not be accepted. Incomplete entries, entries submitted by or via third parties or syndicates, entries submitted by macros or other automated means, and entries which do not satisfy the requirements of these terms and conditions in full will be disqualified and will not be counted. If it becomes apparent that a participant is using a computer(s) to circumvent this condition by, for example, the use of 'script', 'brute force', masking their identity by manipulating IP addresses, using identities other than their own or any other automated means in order to increase that participant's entries into the Promotion in a way that is not consistent with the spirit of the Promotion, that participant's entries will be disqualified and any prize awarded will be void.
51. The Promoter cannot accept any responsibility for any damage, loss or injury suffered by any Entrant entering the Promotion or as a result of accepting or participating in any Prize. Nothing shall exclude the Promoter's liability for death or personal injury as a result of its negligence.
52. The Promoter or its agencies will not be responsible for the non-inclusion of entries as a result of technical failures or otherwise, including any such failure which is within the control of the Promoter or its agencies. Proof of submission of entry is not proof of receipt of entry. The Promoter accepts no responsibility for system errors or other issues that may result in disruption to lost, delayed or not received entries or winner notifications.
53. The Promoter may request that the Winner participates in publicity arising from the Promotion. The Winner is under no obligation to participate and may decline this request. Participation is at the Winner's discretion.
54. If you are a Winner of the Promotion, you agree that the Promoter may use your name, and town or Country of residence to announce the Winner of this Promotion.
55. By entering the Promotion, Entrants confirm that they have read and agree to be bound by these Terms and Conditions.
56. If for any reason the Promotion is not capable of running as planned for reasons including but not limited to tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupt or affect the administration, security, fairness, integrity or proper conduct of this promotion, the Promoter reserves the right (subject to any written directions given under applicable law) to disqualify any individual who tampers with the entry process and to terminate, modify or suspend the Promotion.

57. The Promoter, will not be liable for any failure to comply with its obligations or delay in performing its obligations, if an act, omission, event or circumstance occurs caused by (but not limited to) global or regional health crises, weather conditions, fire, flood, strike, hurricane, industrial dispute, war, terrorist activity, hostilities, political unrest, riots, civil commotion, epidemic, pandemic, famine, plague or other natural calamities and acts of God or any other circumstances beyond the control of the Promoter.
58. In accordance with the consent provided in Section 54, the surname & county/Country of residence of the Winner can be requested by and Entrant sending an email within one month of the end of the Promotion Period to Delivering.Moments@dhl.com with “DHL & Abbey Road Studios” in the subject line.
59. If you are a Winner and object to your surname and county being published or made available if requested, please contact the Promoter by emailing Delivering.Moments@dhl.com. Entrants are aware at the time of entering this Promotion that the Promoter must still provide the information and winning entry to the Advertising Standards Authority on request.
60. The Promoter’s decision is final and binding in all matters relating to this Promotion, and no correspondence shall be entered into.
61. If any provisions of these Terms and Conditions are judged to be invalid, illegal or unenforceable, this shall not affect or impact the continuation in full force and effect the remainder of the provisions.
62. These Terms and Conditions are governed by English law and subject to the exclusive jurisdiction of the courts of England and Wales.

63. Definitions

64. The following definition shall apply to these Terms and Conditions:
 - a. **Abbey Road Studios:** means Abbey Road Studios whose registered office is at 4 Pancras Square, London, United Kingdom, N1C 4AG.
 - b. **War Child:** means War Child whose registered office is at Dunn's Hat Factory (4th Floor), 106-110 Kentish Town Road, London, NW1 9PX.
 - c. **Entrants:** means anyone who participates in this Promotion.
 - d. **Design Package:** means the information for download provided at <https://inmotion.dhl/en/spaarkd> for Entrants to download which include the applicable logos of the Promoter and Abbey Road Studios (which will be watermarked).
 - e. **Promoter:** means Deutsche Post AG established in Charles-de-Gaulle-Straße 20 53113 Bonn and Tax ID No: DE 169838187.
 - f. **SPAARKD:** means SPVRKD AG, whose registered office is at c/o Dr. André Terlinden, Baarerstrasse 78, 6300 Zug.
 - g. **Design:** means the design entries submitted via <https://inmotion.dhl/en/spaarkd> by Entrants during the Promotion Period.
 - h. **Artificial Intelligence:** the theory and development of computer systems able to perform tasks normally requiring human intelligence, such as visual perception, speech recognition, decision-making, and translation between languages.
 - i. **Judging Panel:** means the persons nominated as set out below to select the Winner of the Prize. The Judging Panel will consist of the following 5 people - 1

designer from SPAARKD along with 1 person from each of War Child, the Promoter, Abbey Road Studios and a Third Party Judge.

- j. **Third-Party Judge:** means an Prizeology whose registered office is at 81 Rivington Street, London, EC2A 3AY.