**Terms and Conditions**

The Parties: London Borough of Hounslow

Hounslow Chamber of Commerce

JCDecaux UK Limited (the Company)

By submitting the Advance for Growth form properly completed you are expressly agreeing to the following terms and conditions:

**Overview**

JCDecaux UK, London Borough of Hounslow and Hounslow Chamber of Commerce are coming together to support micro businesses and SMEs within the borough of Hounslow with a chance to gain access to the Council’s and JCDecaux’s prestigious Out-of-Home (OOH) digital advertising estate, along with the provision of expert OOH creative support from JCDecaux UK and business mentoring from the Council’s Economic Recovery and Regeneration team.

The competition is designed to find and support aspiring Hounslow businesses, providing a platform for growth and success, with a unique prize package which includes:

1. OOH advertising campaigns to run in 2023 on the Council’s and JCDecaux’s digital estate in the London Borough of Hounslow subject to availability and subject to the below terms and conditions
2. Audience insight, campaign planning and creative advice from JCDecaux UK to bring any campaign to a larger audience
3. Post 2023, for a period of 12 months, JCDecaux will provide an equivalent value for advertising space to any cash investment from the winning entrant
4. One year one-to-one business mentoring and support from Hounslow Council
5. One year free subscription to Hounslow Chamber of Commerce and front cover feature on their magazine” Let’s Talk Business”

Two other businesses will benefit from:

1. Package of one-to-one business mentoring for growth from Hounslow Council
2. One year free subscription to Hounslow Chamber of Commerce

**EVALUATION CRITERIA**

The Parties are looking for Hounslow businesses to submit a downloaded application form articulating their plan for future growth within the Borough that is both realistic and capable of achievement within a reasonable time frame of twelve to twenty-four months. Entrants are encouraged to express how they will utilise the benefits outlined above in their submissions.

Submissions will be evaluated on the basis of the attached points scoring formula.

**Who Can Apply?**

**1** Entry is only open to:

1. Businesses based and registered (via Companies House) in the London Borough of Hounslow
2. Businesses that are registered for VAT payments
3. Businesses that have been trading for a minimum of one year, have no more than 25 employees, with an annual turnover of less than £5 million

**2** Only one entry per business is permitted.

**3** No franchisee’s entrants are permitted.

**4** Your business must not be associated with gambling, smoking (including vaping), alcohol related products or High Fat Salt Sugar related products.

**5** Entrants will be able to download an application from London Borough of Hounslow’s website and submit completed applications to a dedicated e-mail address.

1. The closing date for applications is 09.00 on 7 November 2022 “Closing Date”
2. Applications received after 7 November 2022 will not be considered
3. Entrants will be expected to provide, amongst other details; company name, registration and VAT number / Director / owner details / number of full time employees

**Prizes**

**6** **Main Prize**

1. The winning business will benefit from 12 months of complimentary Out-of-Home digital Advertising (“**The Campaign**”) on JCDecaux UK Limited’s (“**The Company**”) roadside digital estate in the London Borough of Hounslow (“**The Network**”), subject to availability and utilising unsold space only, between 01.01.23 and 31.12.23. **Advertising** is defined as Campaigns benefitting from Share of Time on the Network booked no more than two weeks in advance prior to the campaign start date. Share of Time allocated to the Campaign will have a minimum threshold of 5% Share of Time and a maximum threshold of 10% Share of Time at any one time.
   1. Share of Time is defined as a percentage of space available over a cycle period of one day.
2. The Campaign excludes The Company’s non-digital roadside estate and any other environment the Company operates in, any displays operated with TfL (Digital and Non Digital), displays operated by other media owners or displays outside the London Borough of Hounslow.
3. It is anticipated The Campaign could launch across The Network from January 2023 but will exclude Christmas, Easter and Bank Holidays. Specific campaign dates, locations and use of The Network will be planned and delivered at the absolute discretion of The Company.
4. The Company’s Nurture team will provide the winning business with 2 x 1 hour sessions of guidance about how to create an effective Out-of-Home advert and no more than 12 hours of on line art-working time with a Company designer to help the winning business create up to three static pieces of artwork on up to three format sizes creative that meets the technical specifications of The Network, with up to three creative revisions accommodated during the design process.
5. Package of one-to-one business mentoring for growth from the London Borough of Hounslow.
6. One-year free subscription to Hounslow Chamber of Commerce (01.01.23 – 31.12.23) and front cover feature on their magazine [‘Let’s Talk Business’](https://hounslowchamber.org.uk/10125).

**7 Two Runners-up prizes**

1. Package of business mentoring for growth from Hounslow Council.
2. One-year free subscription to Hounslow Chamber of Commerce (01.01.23 – 31.12.23).

**General**

**8** **By entering Advance for Growth entrants accept and agree that:**

1. The winning business is committed to working with the Company on providing advertising copy for displays on The Network.
2. It is the responsibility of the winning business to provide The Company’s design team with any assets the winning business wants to include in their advert (such as a company logo or photography or other images) and to guarantee that the winning business are the copyright holder or have secured permission from the copyright holder to use these assets in an advert and that any people featured in these images have given consent to be featured. If anyone under the age of 18 is featured on the advert, the winning business must provide written permission to The Company from the parents or guardian of the minor for their image to be featured.
3. The Campaign cannot be transferred to an alternate campaign concerning the winning business, or to a different company. There is no cash alternative to The Campaign.
4. Any additional costs are not covered by The Company and are the sole responsibility of the winning business.
5. The Campaign must comply with The Company’s [standard terms and conditions](https://www.jcdecaux.co.uk/legal) (Roadside, Rail and Retail version) and all relevant advertising industry laws and regulations including the CAP code or ASA statement on sexual imagery that may not be appropriate for display on The Network, in particular images which feature (or reference) swear words, smoking, nudity and partial nudity/sexualised imagery.

**9** Entrants must not disclose the existence of their entry or copy their entry onto any social media platform (whether such disclosure relates to part or all of their submission or part or all of the rules and terms) By entering this Competition entrants further agree to keep all aspects confidential until an announcement of the outcome of the Competition is made by The Parties.

**Winning entry criteria**

**10** The Parties are looking for businesses that clearly meet the Evaluation Criteria explained at the head of this document.

Entrants will be assessed as per the appended score sheet. In the event of a tie the entrants names will be put into a hat and one winner extracted by a representative of Hounslow Borough Council.

**Decision**

**11** After the Closing Date, entries will be judged by a judging panel from the Parties

**12** The Parties will choose the winner and up to two runners-up, who, in the sole opinion of the Parties, have submitted an application that fulfils 1 to 3 above

**13** The Parties decision is final and binding in all matters and no correspondence will be entered into.

**14** All entrants will be notified of the Parties decision by 16 November. The three shortlisted entrants will be notified by email and **must** be available to attend the West London Business Awards, (a black-tie event) as guests of the Company on 24 November, when the winner and the two runners up will be announced. It is a condition of entry that entrants are available on 24 November and the Parties reserve the right to select an alternative winner / runner up if shortlisted entrants are unable to attend the event.

**15** The name and details of the winning business and runner- up entrants will be posted on the London Borough of Hounslow’s website news section.

**16** The Parties reserve the right to substitute or withdraw any prizes at any time.

**17** The Parties (acting reasonably) reserve the right to amend these Terms and Conditions if necessary. In this event, the Parties will notify all entrants of the change and will publish the updated rules on London Borough of Hounslow’s website.

**18** The Parties reserve the right not to select a winner and/or runners-up.

**19** Prizes are awarded at the Parties discretion and no prizes will be awarded as a result of improper actions by or on behalf of any entrant.

**Intellectual Property and Liability**

**20** All copyright and ownership of the winning and runner-up advertising campaigns will remain with the relevant entrant.

**21** Each entrant acknowledges that the Parties reserve the right to publish the name of the winner and runners-up, and details of the advertising campaign online on its website, social media and in press releases and each entrant grants the Parties a non-exclusive, irrevocable and royalty-free licence for the Parties or its agents to use, publish and reproduce the advertising Campaign, or any adapted, altered or edited version of it, for such purpose

Each entrant warrants to the Parties that all material submitted is not in breach of any third-party rights.

**22** Each entrant indemnifies the Parties against all actions, claims, costs, demands, proceedings, damages, charges and expenses whatsoever brought against the Parties and arising in connection with any breach of these terms and conditions.

**23** The Parties assume 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**

**24** The Parties 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.

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

**26** The Parties reserve the right to withdraw prizes or refuse to award to any business found to be in breach of these terms and conditions.

**27** The promoter of this Competition is the London Borough of Hounslow, 7 Bath Road, Hounslow, Middlesex, TW3 3EB.

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

**Privacy statement**

The Parties 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 and associated data will be shared between the Parties 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 Hounslow handles personal data, see the privacy notice here. [Advance for Growth: privacy statement](https://www.hounslow.gov.uk/info/20005/business_licensing_and_regeneration/2446/advance_for_growth_competition_to_help_hounslow_small_businesses_flourish)

London Borough of Hounslow are the data holder and Hounslow Chamber are the data processor