

Festive Competition Terms and Conditions

These terms and conditions govern "you" or "your" participation in, and the operation of, the Festive Competition (the "**Competition**"), sponsored and operated by Canonical Group Limited ("**Canonical**" or "**we**").

Your entry into the Competition will be governed by these terms. Please read these terms carefully before you enter into the Competition. By participating in the Competition, you agree to become bound by and to comply with these terms, which are final and binding.

1. How to enter

In accordance with these terms, if you are eligible (section 3) to enter you may enter this Competition by:

- Downloading Ubuntu Core 16 onto your RaspberryPi device click [here](#) for details.
- Create a "Seasonal Snap" using [these](#) instructions (*Snaps are like apps that allow developers to build and deploy applications in a format that's easily portable and upgradeable across IoT devices*). And in the spirit of Christmas we're asking you to build festive christmas-themed snaps!
- Publish your Seasonal Snap to the store [here](#).
- Tweet your Seasonal Snap's installation line to @Ubuntu using the hashtag **#SeasonalSnaps**. Here's an example: `sudo snap install snow-on-me #SeasonalSnap'`

Both your published Seasonal Snap and your tweet using #SeasonalSnaps will together be your "**Competition Entry**". Note that you need to have both to enter the Competition and that your Seasonal Snap must be open source.

2. Competition Period

The "Competition Period" opens at 09:00 1st December 2016 GMT and closes at 15:00 GMT on 3rd January 2016. Entries received outside of the Competition Period will not be accepted.

*Times and dates may be adjusted in Canonical's absolute discretion.

3. Who can enter?

Anyone can participate in the Competition, so long as you are not excluded as set out below.

You may not enter into the Competition if:

- you do not agree to these terms and conditions;
- you are under any contractual or legal obligation that would not allow you to enter into the Competition or are otherwise restricted or prohibited by law;
- you are an employee, officer, director or contractor of Canonical or a Canonical group company;
- you are under 18 years of age during the Competition Period. Please note that if you are under 18, but over 13, and would like to take part in the Competition, please contact us;
- you are a resident of Cuba, Iran, North Korea, Sudan or Syria or any other jurisdiction which is prohibited by Canonical.

Please note that if you are awarded a prize, you may be asked to verify (to Canonical's reasonable satisfaction) that you are not excluded from being a participant.

4. Winner notification and prize

The winners are chosen by the Canonical Marketing Team. The team will select the top three Competition Entries (in their sole discretion) which they consider the most creative, bring the widest array of technology from backend to "Internet of Things" and importantly, brings the most Christmas joy! All decisions are final.

The winners will be announced on 5th January 2017 in Canonical's Devices January newsletter and 6th January 2017 on Canonical's Facebook and Twitter channels ("**Announcements**"). The Announcements will display the winning Competition Entries and instructions to winners on how to claim their prize. The winners will be asked to respond to Canonical confirming their Competition Entry and mailing address to send the prize within 72 hours. Failure to respond within 72 hours may result in the winner being withdrawn from the Competition and forfeiting their winning status.

It is the winner's responsibility to ensure that the correct name and address is sent to the Canonical. Canonical accepts no responsibility for a prize sent to an incorrect address (where the details are consistent with what has been advised to Canonical).

Prizes: All three winners will be featured in a video streamed on Canonical's Celebrate Ubuntu channel. The video will showcase the three winning Competition Entries and the names of the winning participants.

- 1st place winner will receive:
 - Raspberry Pi 7-Inch touch screen display

- Ubuntu swag (backpack)
- Raspberry Pi box
- 2nd place winner will receive
 - Raspberry Pi Sense HAT
 - Ubuntu swag (backpack)
 - Raspberry Pi box
- 3rd place winner will receive:
 - Ubuntu swag (backpack)
 - Raspberry Pi box

The prizes are non-transferable and may not be given, assigned or sold to any other person. Prizes cannot be exchanged for cash or other alternatives. All prizes are subject to availability and legal compliance. Should we not be able to provide the aforementioned prizes, we will use reasonable endeavours to offer an alternative prize of similar price or specification. If we offer an alternative prize, but it is not accepted, then the winner agrees to forfeit the prize.

5. Competition Entry submissions

You grant to Canonical and its group companies a perpetual, worldwide, exclusive, royalty-free, transferable, irrevocable licence under such rights, title and interest you have in your Competition Entry, with rights to sub-licence through multiple tiers of sub-licensees, to:

- reproduce, modify, display (publicly or otherwise), perform, distribute and otherwise use and exploit your Competition Entry (and have others exercise such rights on Canonical's behalf, through multiple tiers of distribution) and any intellectual property accompanying, related to or embodied in the Competition Entry, in any form or media;
- create derivative works from and incorporate the work into Canonical's products and services; and
- disclose, advertise and publicise your name and Competition Entry and use your name, photograph and other biographical information of you, without your prior consent, for marketing, advertising or promotional purposes in connection with the Competition or otherwise.

You hereby waive any and all moral rights you have under laws worldwide in connection with the Competition Entry and Canonical's use of it or, where a waiver is not permissible, warrant not to enforce your moral rights against Canonical or its group companies.

You warrant and represent that you have the legal power and authority to grant the licence for the Competition Entry or, where applicable and notified to and agreed with Canonical,

have received permission to grant the above licence on behalf of a third party or have a waiver of all intellectual property rights from such third party.

Canonical may request from you evidence of such licence rights, waivers or permissions as it sees fit and you agree that you will provide Canonical with such evidence and assistance where reasonably required.

6. Representations, warranties and indemnity

You represent and warrant that your Competition Entry:

- is your own work - for which you are solely and entirely responsible.
- will not violate or infringe a third party's intellectual property or other rights or any applicable law or regulation, and will not contain any material from a third party, unless you have permission from the rightful owner of the material or you are otherwise legally entitled to distribute the material.
- is subject to open source licences and any ancillary documentation is subject to open information licences.
- does not contain anything (including any virus or harmful or potentially harmful code) which is intended to, or is likely to, or may (i) impair the operation of Ubuntu or Canonical's systems, (ii) cause loss of, or corruption or damage to, any program or data of Canonical or any other computer system, program or data in Canonical's control, or (iii) damage Canonical's reputation.
- does not violate any contractual or legal obligation and is not restricted or prohibited by law.
- and all information provided with it is and will remain accurate and complete.
- is provided compliant with the age and territorial restrictions set out in section 3 above.
- will adhere to the Ubuntu Code of Conduct and will not promote hate, racism or violence. If you fail to respect the Ubuntu Code of Conduct, we may disqualify you from participating in the Competition and refuse to accept (or may reject) your Competition Entry.

You will indemnify and hold harmless Canonical and its group companies from and against all claims, costs (including properly incurred adviser's costs), damages, expenses, losses or liabilities incurred by Canonical and its group companies as a result of (i) any breach by you of these terms, any use of your Competition Entry or any actions taken by you in relation to the Competition, and (ii) any use by you of the prize(s) and any other matter in connection with your participation in the Competition.

7. Disclaimer and limitation of liability

Canonical may suspend, cancel or modify the Competition in its absolute discretion.

Canonical may refuse to review, evaluate, judge, display or publish any Competition Entry in its absolute discretion, including any Competition Entry which is in violation of these terms or where you are in violation of these terms.

Canonical does not make and expressly disclaims any and all representations, warranties or conditions of any kind (whether express, implied, or arising by statute, custom, course of dealing or trade usage) with respect to the Competition, prizes or these terms or anything related thereto or in connection with these terms. Canonical expressly disclaims any and all implied warranties or conditions of title, satisfactory quality, merchantability, satisfactoriness fitness for a particular purpose and non-infringement. Canonical excludes all liability for any direct, indirect, incidental, special, consequential, exemplary, punitive or other damages, or lost profits, that may result directly or indirectly from these terms, a prize and/or your entry into the Competition.

You acknowledge and agree that, particularly due to the nature of Canonical's business and its employees and contractors, Canonical and Canonical's group companies may have ideas that are similar or identical to your Competition Entry and you will not be entitled to any compensation as a result of Canonical using similar or identical material. You acknowledge and agree that Canonical will not be liable (whether direct, indirect, incidental, special, consequential, exemplary, punitive or for other damages, or lost profits) with respect to the infringement or protection of your Competition Entry.

Nothing in these terms seeks to exclude or limit the liability of either party for (i) death or personal injury, (ii) any misrepresentation (fraudulent or otherwise) or (iii) any other liability which a party is not permitted to exclude or limit as a matter of applicable law.

8. Infringement

If you have reason to believe that material provided as part of the Competition by Canonical or a third party is in breach of any law, regulation or third party's rights, you should notify Canonical in writing at the address below. In doing so, please:

- identify the material which you believe to be infringing.
- identify what you believe this material infringes and why.
- provide your name, email address, address and telephone number.
- confirm that you believe in good faith that this material is infringing a law or third party's rights and that, to the best of your knowledge, the information you are providing is correct.
- identify if you are acting on behalf of the third party whose rights may have been infringed.
- provide your physical or electronic signature.

9. Privacy

By entering the Competition and submitting a Competition Entry to Canonical you agree to the collection, use and processing of your personal data by Canonical and its group companies for the purposes of administering the Competition, providing the winners with prizes and otherwise in accordance with these terms and Canonical's privacy policy:

<http://www.ubuntu.com/legal/terms-and-policies/privacy-policy>.

As per Canonical's privacy policy the information you provide to us will be held on computers and may be accessed by or given to our staff working inside and outside of the UK and to third parties, including contractors and companies within Canonical's group of companies, for the purposes set out in these terms. By accepting these terms and submitting a Competition Entry, you acknowledge that it may be necessary for your information to be processed by such parties and that it may be transferred to someone who provides a service to us in another country, including some outside of the European Economic Area, and you consent to such processing and transfer. If it is necessary to transfer your personal information outside of the European Economic Area we will make every effort to ensure that the person to whom we pass the personal information agrees to treat it with the same level of protection as we do.

10. General

Any failure or delay by Canonical to exercise any right or remedy in enforcing these terms will not be construed or operate as a waiver of that right or remedy nor will any single or partial exercise of any right or remedy preclude further exercise of that right or remedy by Canonical.

The terms comprise the entirety of the terms of entry in relation to the Competition and supersede any previous arrangements of any kind. These terms govern all participation in the Competition and cannot be modified or superseded except by Canonical, in its reasonable discretion. In the event of any inconsistency between these terms and any other communication by Canonical, these terms will govern.

By entering into the Competition and complying with these terms you acknowledge and agree that you have no expectation of any partnership, joint venture or employment with Canonical or any Canonical group company and you agree that neither you nor Canonical have entered into any agreement (oral or written) in relation to your Competition Entry. You waive any and all rights to claim compensation for any prize money or use of your Competition Entry. You acknowledge and agree that you are submitting your Competition Entry for the Competition and you do not expect and are not entitled to any consideration.

These terms, the Competition, your participation in the Competition and your Competition Entry are governed and shall be construed in accordance with the laws of England and you and Canonical agree to submit to the exclusive jurisdiction of the English Courts.

11. Contact us

If you have any questions in relation to these terms, the Competition, would like a printed copy of these terms or would like to ask us questions or feedback on your Competition Entry, please contact legal@canonical.com or write to Canonical at the correspondence address below.

Canonical Group Limited

Registered in England

Registered Office: 5th Floor, Blue Fin Building, 110 Southwark Street, London, SE1 0SU.

30th November 2016