
TERMS AND CONDITIONS FOR COMPETITIONS

DO's

Provide original and unique work.

Vote and promote your designs.

Enjoy yourself, critique and participate within the community

Earn money, fame and recognition.

The Top 10 and Top 5 Winning Designs are determined by a combination of

- 1) the amount of votes **x** the scores of the votes
- 2) the community's comments
- 3) **Swish Swosh** staff and special judges.

Winning **designs** are strictly chosen from the top 10 or top 5 and the winner is the design with the most **pre-orders**.

DON'T's

Don't submit designs with more than 8 colours (including the colour of the shirt).

Don't use a different shirt colour than those offered in the download pack. (Shirt colours are subject to change at any time depending on availability).

Don't Fraudulently vote.any user who attempts to manipulate votes by constantly voting for his/her design or voting against other designs shall be tracked and removed from the site immediately. Legal actions may be taken against any loss of earnings attributed to their actions. Guys and Girls, by all means get your mates vote and but don't ruin the competition for others by voting insincerely.

Don't submit designs that have been previously published in any location other than **Swish Swosh**.

Don't Copy or Rip-off, any logos, trademarks or copyrighted materials unless we provide them to you for a specific contest. If we do provide a logo or trademark to you, it is illegal for you to manufacture, distribute or sell any products that incorporate these items unless it is through **Swish Swosh.com**

TERMS OF SUBMISSION

THE SMALL PRINT (legal people insisted on this)

- 1) By selecting the "I Agree" button you hereby agree to the following terms and conditions ("**terms and conditions**"), which serve as a binding contract ("**the Contract**") between you and Swish Swosh Ltd ("**Swish Swosh**") in consideration for **Swish Swosh.com** evaluating your Design for its possible use on clothing, a website, as wall graphics or any other chattels or products that Swish Swosh.com deem appropriate ("**the products**"). If you do not agree to these terms and conditions your entry will be invalid and you may not participate in the Competition.
- 2) For the purposes of these terms and conditions, "Rights" shall mean all rights, title and interest in and to any copyright, inventions, discoveries, trade names, trade marks (registered and unregistered) designs and design rights (registered and unregistered), badges of trade, get-up, and any other intellectual property rights of a cognate or similar nature arising anywhere in the world in the Design.
- 3) You agree and warrant to **Swish Swosh** by submitting any logo, icon, symbol, image, slogan, word, combination of words, photographic image, graphic design or any other type of design ("**the Design**") for consideration in a contest or competition ("**the Competition**") that you have the authority and the right to assign and convey the rights granted hereunder;
 - a. that **the design** is exclusive to **Swish Swosh**,
 - b. that **the design** has not previously been submitted to any other competition, Swish Swosh or other.
 - c. that **the design** is not obscene, discriminatory or racist,
 - d. that **the design** is not libelous, slanderous or defamatory,
 - e. that **the design** will not infringe upon any rights of privacy,
 - f. that **the design** is clear and free from any impediment, hindrance, encumbrances or liens, legal or otherwise,
 - g. that **the design** is not subject to any third-party agreements, arrangements or rights (registered and unregistered), that would interfere with their use on **the products**,
 - h. that **the design** will not infringe upon any copyright or third party rights I (registered and unregistered),
 - i. that **the design** is original,
 - j. you have not created the Design as an employee in the course of your employment
 - k. you are the owner of the Rights, you have full power and authority to enter into the Competition on these terms and conditions and have not assigned or granted a licence of the Rights to any third party; and you shall do nothing to prejudice or threaten the validity of the Rights.
 - l. You shall indemnify **Swish Swosh** for all costs, expenses (including reasonable legal fees), loss of earnings and legal liability in the event of a breach of any of the foregoing warranties or representations.
- 4) You agree and warrant to **Swish Swosh** by submitting for consideration in a contest or competition that your submitted **designs** become temporary property of **Swish Swosh** for a period of 120 days from the date of submission.

within 120 days:

- a. Within the 120 day period since your design was submitted, you may use or continue to use the design for any other purposes, **except** those described below:
 - a) You may not reproduce or sell or digitize your design for any commercial purpose.
 - b) You may not submit **the Design** to any other competition, **Swish Swosh** or other.

- b. If your design is printed or selected within the 120 day period, you understand and agree that **Swish Swosh** then retains permanent exclusive rights to that design for commercial use on clothing and other **products** (subject to the payment terms set forth in these terms and conditions), and the participant hereby irrevocably assigns such rights to **Swish Swosh**.
- c. If your Design is printed or selected within the 120 day period, you may not use the Design (or derivatives of the Design) or allow others to use the Design (or derivatives of the Design) on any **products** or other forms of clothing or digitized works for commercial purposes or other competitions and agree to indemnify **Swish Swosh** for any costs, expenses (including reasonable legal fees), and or loss of earnings.

After 120 Days

- d. If your design is **not** printed within the 120 day period, you retain all rights to the design and can have it removed from **SwishSwosh.com** archive upon request.
- e. If your Design is used elsewhere, you must notify **SwishSwosh.com** about where and when **the Design** will be used, so that it can be removed from the **SwishSwosh.com** website.
- f. In addition, if the Design is used or reproduced for commercial purposes elsewhere, you cannot use the **SwishSwosh.com** blogs or the any other part of the website to promote **the Design** or the company using **the Design**.
- g. **SwishSwosh.com** reserves the right to choose your design after the 120 days have passed, on the condition that the design has not been used for commercial purposes on any products or items as previously described.

5) If your **Design** is selected for use by Swish Swosh.com you hereby agree:

- i) To grant and assign to **Swish Swosh**, its licensees, assignees, subsidiaries and affiliates the entire title, interest and right to and in the copyright in your **design** including the recourse to action, the right to sue for past infringement and the right to further sublicense **the Design**, for its sole and exclusive uses on and in connection with **the Products**.
- ii) To grant and assign to **Swish Swosh**, its licensees, assignees, subsidiaries and affiliates an exclusive right to use your **Design** in any manner on or in connection with **the Products**, including but not limited to:
 - a. using **the Design** on the **SwishSwosh.com** website
 - b. using **the Design** on **Swish Swosh** promotional material
 - c. changing or reworking **the Design** by making color or size changes,
 - d. making derivative works of **the Design**, any re-working or changes or derivatives may be digitized without any additional approval being required of you, with the exception that you shall be shown such re-workings, changes and derivatives and shall have a right to withdraw use of your name as a credit.
 - e. reproduce **the Design** any re-workings, changes or derivatives on **the Products**,
 - f. sell **Products** bearing **the Design** or any re-workings, changes or derivatives thereof.
 - g. reproduce **the Design** or any parts, alterations or derivatives thereof, in any media or embodiment now known or hereafter to become known and
 - h. publicly display, perform or exhibit, or distribute **the Design**, as part of **the Products**, in any way now known or hereafter to become known including without limitation by transmission, broadcast, or electronic communication.

- iii) To waive all "moral" rights that you may have in and to your **Design**
- 6) **Swish Swosh** reserves the rights to, at its sole discretion, decline to select a **Design** and or remove any **Design** from publication and or sale where that **Design** is of poor quality (as further explained in **Design Submissions**), or where **the Design** creates or could potentially create legal liabilities, problems, or is inconsistent with spirit and letter of **Swish Swosh's** policies.
 - 7) **Designs** accepted onto **SwishSwosh.com** and posted to the website may be removed from the website and competition at anytime prior to voting ending due to poor performance or at the sole discretion of the **Swish Swosh** staff.
 - 8) You further agree not to use the **SwishSwosh.com** blogs or any other part of the website or other associated media to promote the products and services of any company that operates in competition with **SwishSwosh.com**.
 - 9) The decisions of **SwishSwosh.com** are final and binding.

PAYMENTS

- 10) Payment will be based on the terms in effect when your Design is selected.
- 11) **SwishSwosh.com** reserves the right to change these payment terms at any time, by posting them on the **SwishSwosh.com** website, and changes will be effective upon posting.
- 12) Your cash prize and store credit will be transferred to you on the day your winning design is announced **Swish Swosh.com**. The cash portion of your prize is sent via PayPal, however, where there is another suitable method agreed, that shall be used.
- 13) You alone will be responsible for the payment of any tax that arises as a result of receiving payment from **Swish Swosh**.

OVERALL

- 14) No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.
- 15) This Agreement, in whole or in part, may be freely assigned by **Swish Swosh**. You may not assign this agreement in whole or in part without the prior written approval of **Swish Swosh**.
- 16) If any clause, part, term or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law or statute or other jurisdiction, the validity of the remaining portions or provisions shall not be affected thereby.
- 17) A failure of either party to exercise any right provided for herein shall not be deemed to be a waiver of any right hereunder.
- 18) Nothing herein shall be construed as an obligation of **SwishSwosh** to manufacture any specific quantity of Product containing **the Design**. All manufacturing and marketing decisions regarding each **Design** are left to the sole discretion of **Swish Swosh**.
- 19) **Swish Swosh** reserves the right to make necessary minor adjustments or changes to submitted designs in order to conform artwork to manufacturing requirements. **Swish Swosh** also reserves the right to make any other final decisions pertaining to a design's ink colors, sizing, placement, appliqué, or embroidery.
- 20) **Swish Swosh** reserves the right to change and or vary the rules and regulations of its competitions at any time at its sole discretion. The current rules shall be those that have been most recently published and or updated on the website.
- 21) The Competition and these terms and conditions shall be governed by and construed in accordance with England and Wales law, without regard to its principles of conflicts of laws and notwithstanding the fact that you may be domiciled

in a different country. Disputes arising in connection with the Competition and/or these terms and conditions shall be subject to the exclusive jurisdiction of the English and Welsh courts. You stipulate and agree that any and all claims, disputes, controversies, suits or actions arising out of or relating to the provisions of this Agreement or the subject matter hereof and initiated by you, or any successor in interest, shall be adjudicated exclusively in the courts of the United Kingdom.