

## TERMS AND CONDITIONS FOR RIBA AWARDS PROCESS

This agreement is made between **the Royal Institute of British Architects (RIBA)** and **the Participant** and covers the application and selection process for RIBA Award Nominees and Finalists.

### 1. DEFINITIONS

The words defined in this clause shall apply anywhere they appear in both these Terms and Conditions and the RIBA Awards Entry Form.

**Agreed:** agreed in writing.

**Agreement:** These Terms and Conditions.

**Data Protection Legislation:** the General Data Protection Regulation and all national legislation implementing or supplementing the foregoing and all associated codes of practice and other guidance issued by any applicable Data Protection Authority, all as amended, re-enacted and/or replaced and in force from time to time.

**Chartered Member(s):** Chartered Member(s) or Chartered Practice of the Royal Institute of British Architects ('RIBA') with a valid member registration.

**Event:** RIBA Awards Programme

**Event Times:** October 2022 to October 2023

**Notify:** provide notice in writing, effective only on actual receipt.

**Personal Data:** has the meaning given in the Data Protection Legislation in force from time to time.

**Project(s):** Single or multiple entries made by Chartered Members or Chartered Practices to the RIBA Awards Programme

### 2. INTERPRETATION

(a) No terms or conditions requested by the Participant will be incorporated in these Terms and Conditions or considered unless the RIBA agrees to them in writing. Participation in the RIBA Awards programme will be governed by these Terms and Conditions (the Agreement).

(b) Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

(c) A reference to **writing** or **written** includes fax and email.

### 3. ELIGIBILITY AND OBLIGATIONS

3.1 All Participants must register with RIBA via the official website, which can be accessed at <http://architecture.com>

3.2 Each Participant must be at least 18 years old at the time of registration in order to be eligible to register for the RIBA Awards Programme.

3.3 Each Participant must be a Chartered Member of the RIBA and undertakes that:

(a) the Project(s) submitted are located within the UK and are completed within the RIBA's defined timeframe; and

(b) all relevant planning and statutory consents have been obtained for the submitted Project(s)

3.4 The eligibility criteria set out in clauses 3.1 to 3.3 of these Terms and Conditions apply to RIBA UK Awards only. Each Participant acknowledges and accepts that it is their sole responsibility to review the eligibility criteria for International Awards hosted by RIBA.

3.5 The Participant agrees to observe the RIBA Awards Programme timetable, as established by the RIBA and, as varied by RIBA from time to time. The timetable can be found on the RIBA's website: [architecture.com](http://architecture.com) or requested in writing from Awards Team, RIBA, 66 Portland Place, London, W1B 1AD.

3.6 RIBA reserves the right to disqualify a Participant at any stage of the process for the RIBA Awards Programme should the Participant fail to meet one or more of the eligibility criteria or if the Participant's conduct warrants such a decision by RIBA. In the event of this, the Participant has the right to appeal the decision made by RIBA by following the RIBA Complaints procedure as set out in Internal Complaint's handling procedure.

3.4 Each Participant acknowledges that any challenge of a decision made by RIBA in accordance with clause 3.6 shall be limited to those decisions which the Participant believes were based on a failure of process.

### 4. CANCELLATION AND CHANGES

4.1 If the Participant wishes to withdraw from the RIBA Awards Programme it must notify RIBA as soon as possible. Requests for refunds of the entry fee will only be considered from the date on which entries open, and up to 14 clear days after entries have closed or at the relevant Regional shortlisting meeting, whichever is soonest. RIBA will assess each refund request on a case by case basis. For the avoidance of doubt, the issue of a refund to a Participant who complies with this clause 4.1 shall be at the sole discretion of RIBA.

### 5. CONDUCT

5.1 All Participants must abide by any written rules of the RIBA Awards Programme and, any additional instructions given by RIBA before, during and, after the Event. Failure to follow any such instructions may result in RIBA refusing to allow the Participant to continue in the process.

5.2 The Participant undertakes to assist the RIBA in gaining reasonable access to the shortlisted Project for the purposes of reviewing and assessing the Project.

## 6. ADVERTISING

6.1 Participating in the Event does not confer any right (by implication or otherwise) on the Participant to use, alter, copy or otherwise deal with any of the symbols, trademarks, logos and/or intellectual property of the RIBA Awards Programme.

6.2 RIBA reserves the right to take photographs or videos of the Project(s) for publicity purposes. By registering to participate you agree that photographic images and videos of the submitted Project(s) may be used by RIBA for publicity purposes.

## 7. GENERAL

7.1 **Force majeure.** Neither Party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for 4 (four) weeks or longer, the Party not affected may terminate this Agreement by giving 30 days written notice to the affected Party.

7.2 **Mandatory policies.** Each Party shall comply with the RIBA's mandatory policies, available on request, including Modern Slavery, Anti-Bribery and Corruption and Data Protection.

### 7.3 Confidentiality.

7.3.1 Each Party undertakes that it shall not at any time during this Agreement, and for a period of 5 (five) years after termination of this Agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other Party, except as permitted by clause 7.3.2.

7.3.2 Each Party may disclose the other Party's confidential information:

- (i) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the Party's obligations under this Agreement. Each Party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other Party's confidential information comply with this clause 7.3; and
- (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

7.3.3 Neither Party shall use the other Party's confidential information for any purpose other

than to perform its obligations under this Agreement.

7.3.4 For the avoidance of doubt, nothing in this clause 7.3 will prevent RIBA from using material submitted by the Participant, in any media, in RIBA communications such as the RIBA website, member communications or any public media coverage of the Event generally.

7.4 **Entire agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

7.5 **Variation.** No variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

### 7.6 Waiver.

7.6.1 A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

7.6.2 A failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

7.7 **Severance.** If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

7.8 **Privacy.** RIBA shall at all times comply with current Data Protection Legislation, including without limitation, the Data Protection Act 2018 and the General Data Protection Regulation. RIBA may use any Personal Data it may receive from the Participant solely for the purposes outlined on the RIBA Awards Entry Form.

7.9 **Third party rights.** This Agreement does not give rise to any rights under this Agreement (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. 7.10 **Governing law.** This Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation,

shall be governed by, and construed in accordance with the law of, and shall be subject to the exclusive jurisdiction of the courts of England and Wales.

7.11 **Jurisdiction.** Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.