



The Guinness Archive Award] Terms and Conditions (the "Promotion")

1. The Promotion is open to all residents of **Northern Ireland and/or the Republic of Ireland** aged 18 or over.
2. Employees of the Promoter and its affiliate companies, their families and anyone deemed to be professionally involved with or connected to the Promotion are not permitted to enter the Promotion.
3. The Promotion is free to enter and no purchase necessary. Guinness is calling creatives across Ireland to enter our inaugural Guinness Archives Award. We are looking for you to reinterpret and reimagine our 1970's creative brief '**An expression of Irishness**', through the lens of 2024 with Guinness 0.0 as the hero product. To enter the Promotion, you must create of your interpretation of '**An expression of Irishness**' through various advertising content mediums, including but not limited to: video, social media campaigns, out-of-home (OOH) display, and other innovative formats. Video content should be no longer than 30 secs in length.
4. Entries can be submitted to guinnessarchivesaward@whpr.ie between 09:00 on Feb 19th 2024 and 17:00 on Apr 8th 2024. Entries received outside of this time will be void and will not be entered into the Promotion.
5. There will be one winner. One award will be granted to individual creatives or creative groups from all entries, for projects submitted during the application window in 2024 that align best with the reinterpretation of '**An expression of Irishness**', correctly submitted in accordance with these terms and conditions with Guinness 0.0 the hero product. The winner will be selected by a panel of judges from Diageo (both from within Diageo and/or its third-party agencies) and The Irish Film Institute, from all entries correctly submitted in accordance with the terms and conditions to be most in line with original interpretation of '**An Expression of Irishness**', creative delivery, Diageo marketing code guidelines, Guinness 0.0 and responsible drinking guidance. These all-form part of Diageo's Society 2030 ambition, further information on Diageo's Society 2030 aspirations can be found [here](#).
6. The winner will be notified through the email address that they used to submit their application on or before April 30th, 2024. The name of the independent judge(s) is available on request by sending a self-addressed envelope to the Promoter.
7. If the winner does not respond to the notification within 5 days an alternative winner may be selected by the same process as set out above. The winner will receive **THE AWARD:** One award of €10,000 (ten thousand euros only) or GBP equivalent for Northern Ireland winner(s) **ORIGINAL IDEA:** Any content submitted must be original and cannot be plagiarised from another source. **THE CONTENT:** Guinness reserves the right to work with the content creator(s) post submission to redevelop / re shoot content in line with advertising regulations or other requirements. **USAGE RIGHTS:** The developed advertising content may be used by Diageo Ireland and or Diageo NORTHERN Ireland Ltd. for advertising purposes, with due credit to the creative individual or group responsible for its creation, where applicable. By submitting an application, you acknowledge and agree to comply with these terms and conditions. Failure to adhere to these terms may result in the revocation of the Award. **INELIGIBLE COSTS:** Grants will not cover existing expenses or costs already incurred by the creative individuals or groups. Funding will not be allocated towards staff costs, wages/salaries, or administrative overheads. **FINANCIAL REQUIREMENTS:** Appli-

cants must possess a valid bank, post office, or other financial account in the name of the individual or group that avails of the Award, in Ireland.

8. The prize is non-transferable and there is no alternative. The Promoter reserves the right to substitute the prize with a prize of equal or greater value. Please allow 60 days for delivery of the prize.
9. The Promoter will use your personal information only in accordance with these terms and conditions and our privacy policy which can be found at https://footer.diageohorizon.com/dfs/assets/www.diageo.com/PrivacyPolicy_en.html?locale=en-gb. The Promoter will only use your personal information for the purpose of carrying out the Promotion. Where the Promoter is not responsible for the fulfilment of or delivery of the prize, the Promoter shall share your personal information with WHPR who is responsible for the fulfilment of and delivery of the prize.
10. Subject to and without prejudice to the Promoter's data protection obligations under relevant law, the Promoter shall make available, upon receipt of a written request (which includes a stamped addressed envelope for such a response) to WHPR, 6 Ely Place, Dublin 2 Ireland D02E896 the winner's surname and county, and (if applicable) the winning entry.
11. Entrants to the Promotion can, at any time (including at or before the time of entry), object to all or some of their personal information being made available in accordance with paragraph 10 by writing to WHPR, 6 Ely Place, Dublin 2 Ireland D02E896 for such objections. However, the Promoter shall provide the information set out in paragraph 11 upon request from such competent authorities (including the Advertising Standards Authority in Ireland and/or the UK).
12. The finalists and winner may be asked to take part in publicity.
13. The Promoter does not claim any rights of ownership in your competition entry.
14. Submissions entered into the Promotion must be original, created by the entrant and not copied from any other work or material.
15. By entering your competition entry into the Promotion, you grant to the Promoter a non-exclusive, perpetual, worldwide, irrevocable, royalty free licence to use, display, publish, transmit, copy, edit, alter, store, re-format, sub-licence or exploit the competition entry including (but not limited to) the right to publish your competition entry entered into the Promotion in any media at all times without restriction or limitation.
16. By entering the Promotion, you waive the right to be credited when your competition entry is displayed and irrevocably and unconditionally waive other moral rights relating to the use of your competition entry.
17. Entries that contain images of identifiable individuals will not be accepted and will not be entered into the Promotion.
18. You promise that: (i) you have the right to grant the license set out in paragraph 13/14; (ii) the competition entry entered into the Promotion is an original design created by you and has not been copied from any other work or material; and (iii) the competition entry entered into the Promotion or anything within it does not require any permission from anyone else for it to be used in the Promotion (including any permission to use the design for commercial purposes).
19. If the Promoter suspects that any competition entry submitted as an entry to the Promotion may breach any third party intellectual property rights, your competition entry will be discarded and will be disqualified at the Promoter's discretion.
20. The Promoter reserves the right to withdraw, amend or terminate (temporarily or permanently) these terms and conditions or the Promotion with or without prior notice where it becomes necessary to do so due to any unforeseen circumstances outside their reasonable control (including, without limitation, in the case of anticipated, suspected or actual fraud or in the event of technical or other difficulties that might compromise its integrity).
21. Entries that contain any offensive or inappropriate content will be deleted and disqualified at the Promoter's discretion.
22. Entries must take **DIAGEO MARKETING CODE GUIDELINES into consideration:**

Responsible drinking is very important to Diageo all content and applications to the Guinness Archives Award must take the below guidelines into account when submitting an application.

We never ever talk to/about or target anyone under legal purchasing age (18) and never talk about excessive drinking, sex, drugs, anti-social behaviour, politics, breaking the law or anything else that would be deemed socially unacceptable.

- Include food and water where possible to highlight responsible drinking.
 - Everybody who appears in content must be over 25 and must look over 25
 - Don't associate a drink with bravado or with violent, aggressive, dangerous, or anti-social behaviour.
 - Don't suggest any association with acceptance of, or allusion to, illicit drugs.
 - Don't associate a drink with sexual success.
 - Don't encourage illegal, irresponsible, or immoderate drinking.
 - Don't encourage "down-in-one" consumption.
 - Don't say anything that could have a particular appeal to under-18s or is linked to/ represents anyone under 18-s.
 - Don't suggest that a drink can enhance mental or physical performance.
 - Don't mention anything about drinking irresponsibly, getting drunk, drinking excessively on a night out, underage drinking.
 - Don't make any reference to anti-social behaviour, drugs, sex, or excessive drinking.
23. No correspondence will be entered into concerning the result and the Promoter's decision in all matters relating to the Promotion is final.
24. The Promoter and their agents accept no responsibility for entries that are not received for any reason or difficulties experienced in submitting an entry to this Promotion and proof of submission will not be accepted as proof of delivery.
25. While nothing in these terms and conditions will limit the Promoter's liability for death or personal injury caused by its negligence or for fraud, the Promoter will not be legally responsible to entrants or winners for any losses that were not foreseeable to the Promoter or to the entrant at the time of entry to the Promotion or which are caused by a third party.
26. This Promotion and these terms and conditions are governed by **Irish law** and subject to the **non-exclusive** jurisdiction of the **Irish Courts**.
27. Entrants are deemed to have accepted these terms and conditions by participating in this Promotion.

Promoter:

Diageo Northern Ireland Limited, 3 Capital House, 3 Upper Queen St, Belfast BT1 6FB OR
Diageo Ireland Unlimited Company T/A Diageo Ireland, St James's Gate, Dublin 8, Ireland