

YouTube Works: Terms & Conditions

YouTube Works – Terms and conditions YouTube Works (the “Contest”) is run by Google Ireland Limited whose principal place of business is at Gordon House, Barrow Street, Dublin 4, D04 E5W5, Ireland (“Google”).

To enter this Contest, all participants (whether an individual (“Individual”), a participating business (“Business”) and/or a representative of Business (e.g. an employee or director) (“Representatives”), together “Participants” or “you”) must read and agree to these terms and conditions (“Terms”). By entering the Contest, you agree that these Terms will apply to you. Participants will not be eligible to be considered in this Contest unless they agree to these Terms. Businesses agree that if Representative clicks the checkbox in the submission form, this will constitute agreement to these Terms. The Representative accepting the Terms on behalf of Business warrants that he or she has full power and authority to do so.

1. Eligibility

1.1. To participate in the Contest and be eligible for entry, the following conditions must be satisfied throughout the duration of the Contest:

1. Business must be established and have a billing address in Italy.
2. Participant must not be: (i) resident of a US embargoed country, (ii) ordinarily resident in a US embargoed country, or (iii) otherwise prohibited by applicable export controls and sanctions programs from participating in the Contest, or (iv) a wholly or partially state-owned entity or an employee of the government or of a government-controlled entity.
3. Individuals and Representatives must be at least 18 years of age.
4. Participants must not be employees, officers, or directors of Google, its subsidiaries and affiliated companies, or be the immediate family or living in the households of any such persons.
5. Business will provide its Representatives with a copy of these Terms. Business will, and will ensure that all Representatives will comply with all laws, regulation and their fiduciary obligations applicable to their entry into this Contest, including but not limited to anti-bribery laws.
6. All YouTube campaigns that have gone live from 1st October 2021 to 31st December 2022. are eligible to enter.

1.2. Representatives acknowledge that any prizes (if any) will be awarded to their Business and not to them individually.

1.3. All determinations of eligibility will be made at Google’s sole and absolute discretion, acting reasonably. Google reserves the right to verify eligibility and to adjudicate on any related dispute at any time. No correspondence will be entered into.

2. How to Participate

Registration

2.1. To enter the Contest, you must submit an entry on the Contest website located at <https://www.youtube.com/intl/it/ads/youtube-works> that complies with the Submission Requirements described below (as determined by Google in its sole and absolute discretion)

2.2. All data provided through the registration process must be complete and correct.

Key Dates

2.3. Contest begins at 12:00am CET on 14th November 2022 and submissions end at 11:59pm CET on 14th February 2023 (“Submission Period”). All entries must be submitted during the Submission Period. All entries received after the Submission Period are automatically disqualified.

2.4. The Winners will be announced by the end of May 2023.

Submission Requirements

2.5. Participants will submit their entry via an online form, located at the following link <https://www.youtube.com/intl/it/ads/youtube-works> that details how Participants are using YouTube to deliver highly effective marketing campaigns.

2.6. The Submission must meet the following criteria: (“Submission Requirements”):

1. It must not contain, incorporate or otherwise use any content, material or element that is unlawful, or otherwise be in violation of or contrary to all applicable laws and regulations.
2. It must not be derogatory, offensive, threatening, defamatory, disparaging, libelous or contain any content that is inappropriate, sexual, profane, indecent, tortuous, slanderous, discriminatory in any way, or that promotes hatred or harm against any group or person, or otherwise breach the spirit of the Contest, as determined by Google, in its sole discretion.
3. It must not contain any content, material or element that violates any third party rights.
4. It must have been written by the Participant.
5. It must have been regarding a campaign that was live in Italy from 1st October 2021 to 31st December 2022.

3. Determining the winners

3.1. After the Submission Period, the entries will be judged by an initial panel of independent judges , which will evaluate the entries in accordance with the criteria set out in these Terms.

3.2. Judges will be able to award up to 10 points per judging criteria.

3.3. Participants who score beyond a threshold number of points determined by the assembled judges (the “Winning Threshold”) will be considered the winners.

3.4. The judges will have discretion to award the following titles to those Winners that they deem to demonstrate the following:

1. Creative Innovation
2. Best Work With Creators
3. The Underdog
4. Action Driver
5. The Unskippable
6. Breaking Barriers
7. Grand Prix

Judging Criteria:

The judges will evaluate the entries by referring to the following criteria:

1. Successful creative execution of creative idea
2. Effective use of creative to deliver on strategic role of YouTube in campaign
3. Strategic use of YouTube (capabilities leveraged and how)
4. The impact of YouTube on campaign effectiveness or efficiency

5. The effect of the campaign on the business (relative to spend and what could be reasonably expected within the category)

4. Notification of Winners and Winners' Obligations

4.1. If you are a winner, Google will notify you by sending an email to the address you provided on entry to the Contest on or before May 2023.

4.2. You may be required to submit a declaration of eligibility and/or publicity release in order to be a declared a winner.

4.3. Google is not responsible for lost, late, misdirected, mutilated, incomplete and illegible entry materials, or for electronic transmission errors, theft or destruction or unauthorized access to or alterations of entry, technical malfunctions of any kind. Entries are void if they are in whole or in part incomprehensible, incomplete, damaged, irregular, altered, counterfeit, produced in error, forged, mechanically reproduced or obtained through fraud or theft.

4.4. Google will not be liable for unsuccessful efforts to notify a winner. If winning Participant fails to abide by these Terms or is ineligible, Google may select an alternative winner from all remaining Participants.

5. Privacy

5.1. You acknowledge that Google may collect, store, share and otherwise use personally identifiable information provided during registration for the Contest. Google will use this information for the purpose of the Contest only and will process any such personal information in accordance with its Privacy Policy (<https://policies.google.com/privacy?hl=sv>)

5.2. Your information may also be transferred to countries outside of your country of residence, including the United States. Such other countries may not have privacy laws and regulations similar to those of your country of residence.

5.3. You have the right to request access, review, rectification or deletion of any personal data held by Google in connection with the Contest by writing to Google at youtube-works-it@google.com.

6. Intellectual Property Rights

6.1. As between Google and you, you retain ownership of all intellectual property rights (including moral rights) in and to any content submitted by you as part of your entry into the Contest. By submitting an entry into the Contest, you grant Google, its subsidiaries, agents and partner companies, an irrevocable, sub licensable, worldwide, royalty-free, and non-exclusive license for the duration of any intellectual property rights in the entry to use, copy, reproduce, adapt, modify, publish, distribute, publicly perform, create a derivative work from, and publicly display your entry into the Contest for any purpose connected with the Contest, such as, but not limited to: (1) for the purposes of allowing Google and the judges to evaluate your entry for purposes of the Contest and identifying winners to the public, and (2) for the purposes of advertising and promotion, and press and media communications.

6.2. You warrant that you are entitled to any intellectual property rights in your entry and that you have not copied your entry, in whole or in part, from any other existing work.

6.3. By entering the Contest, Participant grants to Google a worldwide, irrevocable, sub-licensable, and non-exclusive licence to use Participant's name, business name, brand features and website address for advertising and promotional purposes (including, without limitation, the promotion of the Contest) for the full period of protection of any applicable intellectual property laws.

6.4. Participants agree to participate in any media or promotional activity regarding the Contest if they are a winner and, in that event, will grant to Google a worldwide, irrevocable, sub-licensable, and non-exclusive licence to use Participant's name, image and likeness for advertising and promotional purposes.

7. Right To Cancel, Modify Or Disqualify

7.1. If for any reason outside Google's control, the Contest is not capable of running as planned (which may include tampering, unauthorized intervention, fraud, technical failures, printing errors, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest), Google may, at its sole discretion, cancel, terminate, modify or suspend the Contest.

7.2. Google may, acting reasonably: (a) disqualify any participant who tampers with the submission process or any other part of the Contest or whose conduct is contrary to the spirit of the rules or the intention of the Contest and declare void any or all of their entries based on such conduct; or (b) declare void any entries resulting from any errors materially affecting the result of the contest or the number of entrants.

8. Limitation of Liability & Disclaimer of Warranties

8.1. Nothing in these Terms will exclude or limit the liability of Google or its affiliates for:

1. death or personal injury as a result of the negligence of Google or its affiliates, servants, agents or employees;
2. fraud or fraudulent misrepresentation; or
3. any other liability that may not be excluded or limited under applicable law.

8.2. Subject to clause 8.1, Google shall not be liable under or in connection with this Contest (whether in contract, tort (including negligence) or otherwise) for any:

1. loss of profit; or
2. indirect or consequential losses; suffered or incurred by you (whether or not any such losses were or were not foreseeable or within the contemplation of the parties).

8.3. Subject to clauses 8.1 and 8.2 Google's total liability to a Participant under or in connection with this Contest (whether in contract, tort (including negligence) or otherwise) is limited in aggregate to £25,000.

9. Severability

If any provision(s) of these Terms are held to be invalid or unenforceable, all remaining provisions will remain in full force and effect.

10. Governing Law and Jurisdiction

These terms shall be governed by, subject to, and construed in accordance with English law and you and Google submit to the exclusive jurisdiction of the English courts in relation to any dispute (contractual or non-contractual) concerning these Terms.

11. Import and Export Laws.

Participants acknowledge and agree that the Contest (including the award of prizes (if any)) may be subject to certain export laws and regulations.