

## **Warranties and Representations**

Each entrant warrants, represents, and undertakes that:

- a) The design submitted is the entrant's own original work, has not been copied from any third party, and has not been published or exploited elsewhere.
- b) No generative artificial intelligence tools (including, without limitation, AI image generators, AI-assisted design tools, or AI-based refinement tools) were used at any stage of the concept, creation, development, or refinement of the design.
- c) The design does not infringe, and will not infringe, any intellectual property rights, moral rights, trademarks, trade names, or other proprietary rights of any third party.
- d) All information provided by the entrant in connection with the competition is true, accurate, and complete.

## **Verification and Disqualification**

- 1. Canterbury and IRFU reserve the right to request evidence, explanations, or supporting materials demonstrating the originality of the design and the process by which it was created.
- 2. Any breach of the warranties set out in these Terms & Conditions, including but not limited to breaches relating to AI usage or originality, may result in immediate disqualification, whether such breach is discovered before or after winner selection, production, or publication.

## **Intellectual Property Assignment**

- 1. By submitting a design, each entrant irrevocably assigns to Canterbury and IRFU, with full title guarantee, all worldwide intellectual property rights in the design, including but not limited to copyright, design rights, and all related rights, whether existing now or arising in the future, for the full duration of such rights.
- 2. The assignment shall take effect upon submission of the design, without the need for further documentation, consideration, or notice.
- 3. To the extent permitted by law, entrants irrevocably waive all moral rights in the design, including the right to be identified as the author and the right to object to derogatory treatment of the work.
- 4. Entrants agree to execute any further documents reasonably required by Canterbury and/or IRFU to give full effect to this assignment.

## **Use and Commercialisation**

- 1. Canterbury and IRFU shall have the unrestricted right to use, adapt, amend, modify, reproduce, distribute, display, market, sublicense, and commercialise the design, in whole or in part, in perpetuity, worldwide, and in any media now known or later developed.

2. Entrants acknowledge and agree that:
  - There is no obligation on Canterbury or IRFU to use, manufacture, publish, or commercialise any submitted or winning design.
  - The design may be used in modified or adapted form and may not appear exactly as originally submitted.
3. Entrants waive any right of approval over the final product, any marketing materials, or any use of the design by Canterbury, Pentland Brands, or IRFU.

#### **No Royalties or Compensation**

1. Entrants acknowledge and agree that no royalty, licence fee, commission, or other payment shall be payable to them in connection with:
  - Selection of the design,
  - Manufacture of the jersey, or
  - Any retail, promotional, or commercial sale of the jersey or related products.
2. This applies regardless of the scale or success of any commercial exploitation.

#### **Production and Design Limitations**

1. Canterbury and/or IRFU reserves the right to adapt, amend, reinterpret, or refine any design to meet manufacturing, performance, regulatory, technical, or commercial requirements.
2. The final produced jersey may differ from the submitted design, including differences in colour, scale, placement, materials, or finish, due to production constraints or technical limitations.
3. All designs must accommodate the mandatory inclusion of sponsor branding, including but not limited to the AON logo, in a specified position with required clear space, as determined by Canterbury and/or IRFU at their sole discretion.

#### **Indemnity**

1. Entrants shall fully indemnify and hold harmless Canterbury, Pentland Brands Limited, IRFU, and their respective officers, employees, agents, and affiliates against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable legal fees) arising out of or in connection with:
  - Any breach of these Terms & Conditions;
  - Any allegation that the design infringes third-party rights; or
  - Any misrepresentation regarding originality or AI usage.

**Limitation of Liability**

1. Canterbury and IRFU accept no responsibility or liability for:
  - Lost, late, incomplete, corrupted, or misdirected submissions; or
  - Technical failures, system errors, or issues beyond its reasonable control.