

COMPETITION TERMS AND CONDITIONS

12th ANNUAL GOLDEN GNOMES 2023

THE COMPETITION

- 1.1 The promoter and organiser of the Golden Gnome 2023 awards (“**Awards**”) is Jagex Limited of 220 Cambridge Science Park, Cambridge, England, CB4 0WA (“**Jagex**”, “**us**”, or “**we**”). These terms and conditions govern the legal relationship between Jagex and you (referred to in these terms and conditions as “**you**”, or “**entrant**”) concerning the Awards.
- 1.2 Please read these terms and conditions carefully, and in particular clauses 6.3, 6.4 and 6.5 regarding how we will handle your personal data concerning the Awards.
- 1.3 All information detailed on any of Jagex websites (including but not limited to www.jagex.com, www.runescape.com and www.oldschool.runescape.com, hereafter referred to as “**Jagex Websites**”), digital platforms, games or apps or published in any of our newsletters in relation to the entry requirements for this competition form part of these terms. In the event of any discrepancy or conflict between that information and these Awards terms, the specific Awards terms and conditions will prevail.
- 1.4 Twitter, Discord, Twitch, Facebook, Reddit and Instagram (or any other social media site) do not endorse or sponsor any awards hosted by Jagex and we are not affiliated with any social media site in any way.

2 HOW TO ENTER

- 2.1 The Awards will run from 00:01 GMT on 23rd February 2023 (the “**Opening Date**”) to 23:59 GMT on 13th March 2023 (the “**Closing Date**”).
- 2.2 The Awards are comprised of the following categories:

Video Category
Best New RuneScape Video Creator
Best New Old School RuneScape Video Creator
Best RuneScape Video Creator
Best Old School RuneScape Video Creator
RuneScape Video of the Year
Old School RuneScape Video of the Year
Streaming Category
Best New RuneScape Streamer
Best New Old School RuneScape Streamer
Best RuneScape Streamer
Best Old School RuneScape Streamer
Art Category
Best New RuneScape Artist
Best New Old School RuneScape Artist
Best RuneScape Artist
Best Old School RuneScape Artist
Best RuneScape Artistic Creation
Best Old School RuneScape Artistic Creation
Best Cosplay Creation
Community Category
RuneScape Community Achievement Award
Old School RuneScape Community Achievement Award

- 2.3 All nominations or votes received after their respective closing dates will be discounted and not included in selecting finalists or winners.
- 2.4 No purchase is necessary to nominate someone for the Awards or to take part in voting and there is no charge to register for use of a Jagex Website.
- 2.5 All nominations and votes must be accompanied by your name and email address.
- 2.6 Jagex will not accept:
 - 2.6.1 responsibility for nominations or votes that are lost, mislaid, damaged, or delayed in transit, regardless of cause, including, for example, as a result of any postal failure, equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind; or
 - 2.6.2 proof of posting or transmission as proof of receipt of a nomination or vote.
- 2.7 Jagex will contact successful individuals nominated by the public to take part in the Awards. If you do not wish to take part in the Awards, please let us know as soon as possible after we contact you.
- 2.8 If you are selected to take part in the Awards by the public or Jagex, in order to do so you must agree to be bound by these terms and conditions.
- 2.9 By nominating an individual for an award or by voting for them, you agree to be bound by these terms and conditions.
- 2.10 For help with entries, or queries relating to the Awards, please contact competitions@jagex.com.

3 ENTRY PROCESS

- 3.1 The awards take place between the Opening Date and the Closing Date and are made based on a combination of public nominations and votes together with the decision of Jagex's judging panel.
- 3.2 **Stage 1 – Nominations**
 - 3.2.1 From the Opening Date until 23:59 GMT on 2nd March 2023, members of the public may nominate individuals in any of the categories listed at clause **Error! Reference source not found.** by using [this link](#).
 - 3.2.2 Alternatively, you can nominate individuals by writing to us with your nomination(s) at: Awards Team, 220 Cambridge Science Park, Cambridge, England, CB4 0WA. Nominations cannot be returned.
- 3.3 **Stage 2 – Selection of Finalists by Jagex**
 - 3.3.1 The top entries nominated by the public during stage 1 will be judged by a panel of Jagex judges. There will be 4 finalists in each category for the public to vote on.
 - 3.3.2 The Jagex judges will decide the winners based on the number of community votes.
 - 3.3.3 The decision of the panel of judges (acting reasonably) will be final.
 - 3.3.4 A list of names of the judges can be viewed by emailing awards@jagex.com or by writing to us at: Awards Team, 220 Cambridge Science Park, Cambridge, England, CB4 0WA.

3.3.5 Jagex will announce the list of finalists within a dedicated Golden Gnomes Awards blog post on 6th March 2023. The winners will be announced live at the 12th Annual Golden Gnome Awards Livestream on 24th March 2023.

3.4 Stage 3 – Public Voting

3.4.1 The nominated individuals in each category will be put to the public vote, which will be accessible [here](#).

3.4.2 Alternatively, you can vote for individuals by writing to us with your nomination at: Awards Team, 220 Cambridge Science Park, Cambridge, England, CB4 0WA. Votes cannot be returned.

3.4.3 Unless they are in breach of these terms, the individuals in each category with the highest vote by 23:59 GMT on 13th March 2023 will be selected as the winners. No votes will be counted after this time and date (even if you posted your nomination before that date).

3.4.4 Jagex will announce the winners during the 12th Annual Golden Gnome Awards on 24th March 2023 ("**Announcement Date**").

4 THE PRIZE – GOLDEN GNOME TROPHY

4.1 The prize per category is a single physical Golden Gnome trophy and a total of 19 are available to be won across the categories identified at clause 2.2.

4.2 Jagex reserves the right to replace the prize with an alternative prize of equal or higher value if circumstances beyond Jagex's control make it necessary to do so.

4.3 Prizes are subject to availability. Jagex reserves the right, including where required to by circumstances beyond our control, to substitute the prize with a cash alternative to the value of £50, or to substitute the prize with a reasonably equivalent prize or one of greater value.

4.4 The prize is not negotiable or transferable.

4.5 The prize is for the named winners only and cannot be given or transferred to any other person.

5 ELIGIBILITY

5.1 The Awards are open to any individuals who are legal residents in: (a) all states within Australia, and/or New Zealand, as well as throughout Hong Kong and/or Singapore; (b) all countries within Europe except Northern Ireland and Italy; (c) the following states within the USA: Alabama; Alaska; Arizona; Arkansas; California; Colorado; Connecticut; Delaware; Florida; Georgia; Hawaii; Idaho; Indiana; Illinois; Iowa; Kansas; Kentucky; Louisiana; Maine; Maryland; Massachusetts; Michigan; Mississippi; Missouri; Minnesota; Montana; New Hampshire; New Jersey; New Mexico; New York; North Carolina; Oregon; Oklahoma; Pennsylvania; Nebraska; Nevada; North Dakota; Ohio; Rhode Island; South Carolina; South Dakota; Tennessee; Texas; Utah; Vermont; Virginia; West Virginia; Washington; Wisconsin; Wyoming; (d) the following provinces within Canada: Alberta, British Columbia; Manitoba; Ontario; Newfoundland and Labrador; New Brunswick; Northwest Territories; Nova Scotia; Nunavut; Saskatchewan; Yukon and Prince Edward Island; and (e) the following countries in Latin America: Argentina, Chile, Paraguay, Peru, Uruguay, Mexico, Colombia, Brazil (these regions together the "**Awards Jurisdiction**") and are aged 18 years or over or the age of majority in their country of residence at the time of registration.

5.2 The following persons are not eligible to enter:

5.2.1 our employees or workers, or the employees or workers of any our holding or subsidiary companies;

- 5.2.2 employees or workers of any organisation involved in the operation or administration of these awards; or
- 5.2.3 members of the immediate families or households of paragraphs 5.2.1 and 5.2.2 above.
- 5.3 If you are based outside of the Awards Jurisdiction, or your jurisdiction has legal or regulatory rules that invalidate these terms or make Jagex's performance of them impossible, you will not be able to take part in the awards and you will be deemed to have been automatically disqualified from them.
- 5.4 By taking part in the Awards, you confirm that you are eligible to do so and eligible to claim any prize you may win. Jagex may require you to provide proof that you are eligible to enter the Awards and reserves the right to disqualify any non-eligible entrant.
- 5.5 Our decision as to whether an entrant (or their entry) is eligible for these Awards is final and we are not obliged to provide any reasons for disqualification.
- 5.6 Jagex will not accept Award nominations or votes that are:
 - 5.6.1 automatically generated by a computer;
 - 5.6.2 completed by third parties or in bulk;
 - 5.6.3 illegible, have been altered, reconstructed, forged or tampered with;
 - 5.6.4 photocopies and not originals;
 - 5.6.5 incomplete; or
 - 5.6.6 do not comply with these terms and conditions.
- 5.7 There is a limit of one vote or nomination per category to the Awards per person. Votes or nominations on behalf of another person will not be accepted and joint submissions are not allowed.
- 5.8 Jagex reserves all rights to disqualify any nominated individuals whose conduct is contrary to the spirit or intention of the Awards.
- 6 SELECTION OF WINNER**
- 6.1 The decision of Jagex is final and no correspondence or discussion will be entered into.
- 6.2 Jagex will contact the winners personally as soon as practicable after the Announcement Date.
- 6.3 Jagex must either publish or make available information that indicates that a valid award took place. To comply with this obligation Jagex will publish the surname, country and county (where applicable) of major prize winners (and if applicable, content created by the winners) on a Jagex Website (where possible) by the Announcement Date.
- 6.4 In addition to clause 6.3, within one month of the Closing Date of the awards, anyone can request information of the major prize winners by emailing competitions@jagex.com or writing to: Awards Team, Jagex Limited, 220 Cambridge Science Park, Cambridge, England, CB4 0WA.
- 6.5 If you object to any or all of your surname, county (where applicable) and winning entry being published or made available, please contact Jagex by emailing awards@jagex.com or writing to: Awards Team, Jagex Limited, 220 Cambridge Science Park, Cambridge, England, CB4 0WA. In such circumstances, Jagex must still provide the information and winning entry to the Advertising Standards Authority on request. Please see our [privacy policy](#) for further information regarding this.

7 CONTACTING THE WINNER

- 7.1 Reasonable efforts will be made to make contact over a period of 2 weeks from the Announcement Date. If the winner cannot be contacted, is not available or has not claimed their prize within 1 year of the Announcement Date, Jagex reserves the right to invalidate any right to claim the prize.
- 7.2 Once contacted, the winner must provide their name, phone number, email address and address for the Golden Gnome to be shipped to.

8 CLAIMING THE PRIZE

- 8.1 If you are the winner of an award, you will have 1 year from the Announcement Date to claim the prize by following the instructions set out in paragraph 7.2. If you do not claim the prize by this date, your claim to the prize will become invalid.
- 8.2 The prize may not be claimed by a third party on your behalf.
- 8.3 We do not accept any responsibility if you are not able to take up the prize.
- 8.4 We are not liable for any damage or loss to a prize caused by a third party. If a prize is damaged or fails to be delivered, we have no obligation to provide a replacement prize.

9 LIMITATION OF LIABILITY

- 9.1 Insofar as is permitted by law, Jagex, its agents or distributors will not in any circumstances be responsible or liable to compensate the winner or accept any liability for any loss, damage, personal injury or death occurring as a result of taking up the prize except where it is caused by the negligence of Jagex, its agents or distributors or that of their employees. Your statutory rights are not affected.

10 OWNERSHIP OF COMPETITION ENTRIES AND INTELLECTUAL PROPERTY RIGHTS

- 10.1 Subject to clause 10.2, Jagex does not claim any rights of ownership in any content created by winning or shortlisted entrants. However, you agree that Jagex may, but is not required to, make your entry available on any Jagex Website and any other media, whether now known or invented in the future, and in connection with any publicity of the Awards. You agree to grant Jagex a non-exclusive, worldwide, irrevocable licence, for the full period of any intellectual property rights in the Awards entry and any accompanying materials, to use, display, publish, transmit, copy, edit, alter, store, re-format and sub-licence the Awards entry and any accompanying materials for such purposes.
- 10.2 Your nomination, shortlisting or success in the Awards is in no way an endorsement by Jagex of any derivative works created by you using Jagex's intellectual property, nor does it constitute any implied licence or transfer of any of Jagex's intellectual property to you.

11 DATA PROTECTION AND PUBLICITY

- 11.1 We will use your personal information only in accordance with these terms and conditions and our privacy policy. See also clause 6.5, with regard to the announcement of winners.
- 11.2 The winner of this competition may be asked to participate in publicity.

12 COMPLAINTS AND DISPUTES

- 12.1 If you want to contact us about the Awards or have a complaint, you can reach us by emailing competitions@jagex.com or by writing to us at: Competitions Team, 220 Cambridge Science Park, Cambridge, England, CB4 0WA.

12.2 The laws of England and Wales apply to these terms and conditions, although if you are a resident elsewhere you will retain the benefit of any mandatory protections given to you by the law of that country.

12.3 Any disputes will be subject to the non-exclusive jurisdiction of the courts of England and Wales.

13 ACCESSIBILITY

13.1 If you have any difficulty nominating or voting, please contact us at competitions@jagex.com or by writing to us at: Competitions Team, 220 Cambridge Science Park, Cambridge, England, CB4 0WA.

14 GENERAL

14.1 If there is any reason to believe that there has been a breach of these terms and conditions, Jagex may, at its sole discretion, reserve the right to exclude you from participating in the competition.

14.2 Jagex reserves the right to hold void, suspend, cancel, or amend the prize awards where it becomes necessary to do so, including:

14.2.1 for reasons outside of its control, including if any law or regulation is inconsistent with these terms or where a nominated individual or winner has behaved in a way which is inconsistent with these terms, or where any law or regulation makes Jagex's performance of these terms impossible, unlawful, illegal or unethical; or

14.2.2 where any other unforeseen or unexpected event that cannot be reasonably anticipated or controlled, affects the fairness and/or integrity of the Awards (including, without limitation, in the case of anticipated, suspected or actual fraud, cheating, any computer virus, bug, or any catastrophic event).