

## Terms and conditions

# BMA essay competition on justice and fairness in medical practice and policy

### 1. THE PROMOTER

The promoter of this competition is The British Medical Association ('BMA') of BMA House, Tavistock Square, London, WC1H 9JP.

### 2. THE COMPETITION

**2.1** The title of the competition is: BMA essay competition on justice and fairness in medical practice and policy.

**2.2** The competition is being run on a two-stage basis. **The first stage (Stage 1)** is to write an abstract in English of no more than 500 words (excluding title and up to a maximum of 10 references) but including any footnotes (as distinct from references) and any words included within any illustrative material which supports the abstract such as graphs, charts or images, on the theme of justice and fairness in medical practice and policy. Such abstracts must have a practical medical focus and use ethical reasoning and theory to analyse an issue or issues relevant to the current or future UK health system ('the Criteria'). Following Stage 1, the judges will shortlist 10 abstracts (meeting their required quality) **to proceed to Stage Two (Stage 2)**.

All shortlisted authors will receive £100 (one hundred pounds sterling) per abstract subject to submission of the full essay. **Stage 2** abstract authors will be eligible to submit a full essay in English covering the Criteria of up to 5000 words (with a 5% leeway – so no more than 5250 words) excluding title and any references but including all words in the abstract, any footnotes (as distinct from references) and any words included within any illustrative material which supports the essay such as graphs, charts or images. Abstracts or full essays that exceed the stated word limits will be disqualified. The abstract, should be similar to, but does not have to be identical with the abstract originally submitted. The winner of Stage 2 will receive £4000 (four thousand pounds sterling). Where multiple authors submit a single abstract or essay eligible for the prize money, the amount stated is for the abstract or essay, not per author. Whilst graphs, charts and images are permitted within your entry (and only in order to support the text of your entry), they must not include any 'personal data'. Nor may your narrative include any personal data of any identifiable individual and must be truly anonymised in accordance with the Information Commissioner and GMC's standards.

### 3. HOW TO ENTER

**3.1** The competition will run in two stages namely:

**3.1.1 Stage 1: Submission of Abstracts** starting anytime following the competition opening on 5 December 2019 (the '**Abstract Opening Date**') to 5pm GMT on 30 January 2020 (the '**Abstract Closing Date**') inclusive; and

**3.1.2 Stage 2: Shortlisted entrants from Abstracts for full essay** starting anytime from notification on 24 February 2020 GMT (the '**Full Essay Opening Date**') to 5pm GMT on 30 April 2020 (the '**Full Essay Closing Date**') inclusive.

**3.2** By submitting any entry to this competition you are agreeing to be bound by these terms and conditions. If you submit an entry which includes other authors, you must obtain their agreement to these terms and conditions and by submitting the entry are confirming their agreement also.

**3.3** All competition entries must be received by the BMA at the following e-mail address: [essay@bma.org.uk](mailto:essay@bma.org.uk) by no later than the specified time on the Abstract Closing Date and then where an abstract author is shortlisted for a full essay in Stage 2, no later than the specified time on the Full Essay Closing Date. All competition entries received after the Abstract Closing Date or where eligible, the Full Essay Closing Date, are automatically disqualified.

**3.4** To enter the competition:

For both Stages 1 and 2, (on or prior to the Abstract Closing Date and if selected on or prior to the Full Essay Closing Date), you must email your entry as an attachment with the subject line 'Essay competition abstract' or 'Essay competition full essay' (as applicable), in typed Word or PDF form, with page numbers, references at the back and with a cover sheet setting out:

- i. Your title(s);
- ii. Full Name(s);
- iii. Address(es);
- iv. E-mail address(es);
- v. Work organisation/institution(s) (if applicable);
- vi. Word count excluding title and references but including the abstract, any footnotes (as distinct from references) and any words included within any illustrative material which supports your essay such as graphs, charts or images;
- vii. A declaration of any competing interests\* for any authors (or if none, a statement that there are no competing interests)

**to the following e-mail address: [essay@bma.org.uk](mailto:essay@bma.org.uk).** Apart from on the cover sheet, the author(s) should not identify himself/herself/themselves.

**3.5** No purchase necessary and there is no charge by the BMA to enter the competition.

**3.6** The BMA will not accept:

- a. responsibility for any competition entries 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
- b. proof of transmission as proof of receipt of entry to the competition.

**3.7** Both Stage 1 and Stage 2 competition entries will be judged by a panel of seven judges with backgrounds in medicine and/or law and/or ethics, based on content of the abstract (in Stage 1) and then for eligible Stage 2 essays, both against the Criteria. Marking against the Criteria will be based on a mark from poor to outstanding based the following:

- i. Practical applicability or contribution to the problem discussed
- ii. Originality
- iii. Explanation and application of theory
- iv. Clarity of argument and exposition and
- v. Reasoned conclusion. The decision of the panel of judges (acting reasonably) will be final.

**3.8** The BMA will send the full names of the judges to anyone who writes within one month after the Full Essay Closing Date of the competition requesting details of the judges and who provides a valid e-mail address, or for postal communication, encloses a self-addressed envelope to the address set out in clause 1.

#### **4. ELIGIBILITY**

**4.1** The competition is open to single applicants or groups of applicants who must all be resident in the UK and aged 18 years or over. It is open to BMA Members (unless stated below). This competition **is not** open to:

- a. employees or contractors of the BMA or its holding or subsidiary companies (including BMJ);
- b. members of a BMA branch of practice or specialist committee;
- c. BMA Chief Officers;
- d. employees or contractors of agents or suppliers of the BMA or its holding or subsidiary companies, who are professionally connected with the competition or its administration; or
- e. members of the immediate families or households of (a) to (d) above.

**4.2** In entering the competition, you confirm that you are eligible to do so and eligible to claim any prize you may win. The BMA may require you to provide proof that you are eligible to enter the competition.

**4.3** There is a limit of one entry to the competition per person. If you submit a group entry, each individual within that group will only be allowed to enter once in total.

**4.4** The BMA reserves all rights to disqualify you if your conduct is contrary to the spirit or intention of the prize competition or harmful to the BMA's reputation.

**4.5 All entries must comply with the stated requirements.**

#### **5. THE PRIZES**

**5.1** The Stage 1 prize for shortlisted abstracts, who subsequently go on to submit a full essay, is a payment of £100 (one hundred pounds sterling) per abstract. The Stage 2 prize is a payment of £4000 (four thousand pounds sterling). All prize money for stages 1 and 2 will be paid after the essay winner has been announced and the competition has ended.

**5.2** Any costs incurred by entrants howsoever related to the competition are the responsibility of the entrants.

**5.3** The prizes are not negotiable or transferable (other than to co-authors).

**5.4** In order to claim the prize, upon request from the BMA you must supply bank account details in the entry submitter's name (i.e. the entrant who submitted the entry via e-mail), such account to be in the name of the submitting entry author so that your prize may be transferred to you. You are responsible for sharing any prize money amongst other authors of your entry should there be multiple authors.

#### **6. WINNERS**

**6.1** The decision of the judges nominated by the BMA is final and no correspondence or discussion about the judges' decisions will be entered into or feedback given.

**6.2** The BMA will contact the winners of Stage 1 (via the e-mail of the submitter of the entry) as soon as practicable after judging has concluded following the Abstract Closing Date and no later than 24 February 2020 using the e-mail address used to send the competition entry. The BMA will contact the winner of the Stage 2 entry (via the e-mail of the submitter of the entry) as soon as practicable and by 1 June 2020 using the e-mail address used to send the competition entry.

**6.3** The BMA will send the name and county of the author(s) of the winning entry and of shortlisted abstracts, to anyone who e-mails: [essay@bma.org.uk](mailto:essay@bma.org.uk) or writes to the postal address of the BMA set out in condition 1 above (giving a valid e-mail address or enclosing a self-addressed envelope), within one month after the Closing Date of the competition.

**6.4** The BMA reserves the right to publish the names and entries of any author or entry submitted in this competition (but is not compelled to do so).

## **7. CLAIMING THE PRIZES**

**7.1** The BMA will contact the winners of Stage 1 and 2 in accordance with clause 6.2 above. The prizes may not be claimed by a third party on your behalf.

**7.2** The BMA will make all reasonable efforts to contact the submitting author winners. If following the BMA attempting to contact any submitting author winner, the bank account details in clause 5.4 are not supplied within 90 days of the BMA's request, the BMA reserves the right not to make payment of any prize.

**7.3** The BMA does not accept any responsibility if you are not able to receive the prize.

## **8. LIMITATION OF LIABILITY**

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

## **9. OWNERSHIP OF COMPETITION ENTRIES AND INTELLECTUAL PROPERTY RIGHTS AND RELEASES**

**9.1** All competition entries and any accompanying material submitted to the BMA will become the property of the BMA on receipt and will not be returned.

**9.2** By submitting your competition entry and any accompanying material, you hereby agree on behalf of all authors and their employers (where applicable as a rights holder) to:

- a.** grant to the BMA a royalty free, perpetual, irrevocable, worldwide, sub-licensable licence in any media known now or created in the future for the full period of copyright to your intellectual property in your competition entry, which without limitation allows (but does not require) the BMA and its nominees to make your name(s) and entry available on its website [bma.org.uk](http://bma.org.uk) and any other media, whether now known or invented in the future;
- b.** allow the BMA to use, display, publish, transmit, copy, edit, alter, store, re-format and sub-licence the competition entry and any accompanying materials for its purposes; and
- c.** not to otherwise publish such material until the BMA has published it (if it so chooses to do so) or advised you that it will not be publishing it. You may check with the BMA if you wish to publish such an entry and the BMA agrees to either advise you whether it intends to do so (in which case you agree to withhold from publishing until after that time) or whether it does not intend to publish your entry.

**9.3** In submitting your competition entry you must ensure that it does not incorporate any material that infringes the copyright or any other rights of any third party, including any right of confidentiality or privacy, nor does it contain any obscene, blasphemous or defamatory matter, and its exploitation shall not place any person in contempt of court nor in breach of any provision of any statute. Should you become aware of any claim or allegation relating to any third party rights within the competition entry, you undertake to inform the BMA within 3 days of receipt.

**9.4** It is a condition of your entry that where you have included any permitted third-party material (such as graphs or other illustrative content) within your entry, that you have secured (and paid where applicable) all third-party permissions and releases necessary to grant the rights herein to the BMA. The BMA shall not be liable for any such payments you agree to make.

## 10. DATA PROTECTION AND PUBLICITY

**10.1** The BMA and its agents and suppliers will process your personal information supplied in entering into this competition to administer the competition, promote the results and outputs of the competition and as set out in the BMA's privacy notice here: [bma.org.uk/about-us/legal-policies/privacy-policy](https://bma.org.uk/about-us/legal-policies/privacy-policy). Entries will be retained for unsuccessful entrants for 1-2 years from submission and for successful entrants for 5 years from submission (save for any personal data included on a published essay, which may be included and retained for as long as the BMA chooses to retain or publish this material). See also clauses 6.3, 6.4 and 9.2 with regard to the announcement of winners and use of entries.

**10.2** In addition, if you are one of the winners you agree that the BMA *may* also use your name, county of residence and any image you supply or allow the BMA to take of you for the BMA's reasonable and related promotional purposes. You further agree if you are the winner(s) of Stage 2, that you will participate in any publicity reasonably requested by the BMA.

**10.3** You must not include any 'personal data' other than author data or references within your competition entry.

## 11. GENERAL

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

**11.2** The BMA reserves the right to hold void, suspend, cancel, or amend the prize competition where it becomes necessary to do so.

**11.3** These terms and conditions shall be governed by English law, and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

### \* Note on competing interests:

A competing interest in relation to your entry may be:

**Personal financial interest** – the possibility of financial gain, either personally or in relation to a family member (excluding via any prize money) and may include direct or indirect payments or financial interests in health providers or products resulting from content you include in your entry.

**Non-personal financial interest** – the possibility of payment or other benefit to an organisation in which you are employed or associated, including research grants, grants or sponsorship to posts or members of staff resulting from content you include in your entry.

**Personal non-financial interest** – these include professional or reputational interests that may have a bearing on the content you include in your entry.

**Indirect interests** – where you may have a close association with another individual who may stand to benefit from content you include in your entry.

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