



Terms & Conditions (26 June 2019)

This identifies the terms and conditions for entering the World Superyacht Awards 2020 (“WSA”), which are run by Boat International Media Limited, a company registered address in England and Wales at Hartfield House, First Floor, 41-47 Hartfield Road, Wimbledon, London, SW19 3RQ, (Co No. 2650007) (“BIM”). Please make sure you have read the Terms and Conditions carefully before submitting an entry to the WSA. By submitting a competition entry, you (Entrant) thereby have agreed to be bound by and comply with the Terms and Conditions and your entry is accepted strictly on that basis by BIM.

Eligibility

1. The WSA are open to yachts over 30metres, in Length Over All, which have been delivered to their owners between 1 January 2019 and 31 December 2019. Yachts that do not meet the size requirement or are not delivered within the specified time period are not eligible.
2. For the purpose of the WSA, the award “categories” are described in the WSA Rules & Entry Requirements document located on the WSA Website (see address below).
3. Entrants may submit entries for as many yachts as they like, but for each yacht they are not permitted to enter more than one category of the WSA (i.e. each yacht is limited to one category only).
4. Decisions on whether the eligibility and entry requirements for the WSA are met will be made by BIM at its sole discretion and will be final.
5. The terms and conditions in this document along with the Registration of details for entry, Submission Requirements, and the How to Enter sections of the WSA documents as displayed on the WSA website at [<http://www.boatinternational.com/luxury-yacht-events/world-superyacht-awards>](WSA Website) collectively comprise the “**Terms and Conditions**”) and constitute the entire agreement between BIM and those entering the WSA. In submitting an entry and thereby agreeing to be bound by these Terms and Conditions, you have not relied on, and shall have no remedy or claim in respect of, any statement, representation, warranty, understanding, promise or assurance (whether negligently or innocently made) of any person other than as expressly set out in the Terms and Conditions.

Entry Process

6. The period for entering WSA will be open between 26 June 2019 and 11 December 2019. WSA entries must be made by completing and submitting the nominations form on the WSA Website. All WSA completed entries and supporting documents must be submitted in full to BIM via email at the address given on the nominations form by Friday 11 December at 11:59pm (Greenwich Mean Time). Each WSA entry submission is a binding commitment by each Entrant to pay the full WSA Fee(s) upon entry.
7. The entry fee for each entry to the WSA shall be £300+VAT (cleared funds) per entry (Fee). All Fees must be paid in British pounds sterling following the directions on the entry website. Payment may be made by credit card or debit card via the website, or bank transfer. When paying by bank transfer, all bank fees, money transfer and other deductions/costs must be prepaid by the Entrant. Please indicate your entry Reference and Entrant’s surname as a reference on all bank transfers and communications. No Fees will be returned, even if the entry is withdrawn by the entrant.

8. WSA entries will be confirmed by BIM once the completed nomination form/s (and supporting documents) and full Fee payment are received and accepted by BIM (which shall be at BIM's sole discretion). BIM reserves the right not to accept or to disqualify those entries (including supporting documents) including where incomplete/insufficient information has been provided, or the correct materials and/or full entry fee has not been received by the above deadline.
9. WSA entries may be withdrawn by the Entrant at any time prior to 28 days before the awards ceremony.
10. WSA entries will be judged in accordance with the "Judging" section of the WSA Rules & Entry Requirements document and Terms & Conditions.
11. BIM may in its sole discretion at any time void, suspend, cancel, or amend the WSA or cancel or withdraw one or more categories of award, including but not limited to in the event that there are insufficient entries, or if the quality is not considered sufficiently high. If a category is cancelled, BIM will issue a refund of WSA Fees in respect of that category.
12. BIM regret that it will not be able to return any WSA entries and supporting documents.

Ownership of entries and publicity

13. By submitting an entry, each Entrant agrees and warrants that (i) he or she has full rights and authority to provide all information, data, documents and accompanying materials included within that entry without breaching any duty of confidentiality owed to any third party (including, without limitation, the owner of the yacht) or any IP rights, and that (ii) BIM's use, copying or publication of such information, data, documents and materials (in whole or in part) in accordance with the Terms and Conditions shall not infringe or contravene any rights (including but not limited to confidentiality and IP rights) of any third party. Entrant agrees to indemnify fully and keep BIM fully indemnified against all liabilities, claims, actions, losses, costs (direct and indirect), damages, and fees (including legal fees) arising out of or relating to the entry/s submitted and/ or in connection with the Entrant's participation in the WSA.
14. Each Entrant agrees that BIM and the WSA sponsors may, but is not required to, use and make available any and all details (in whole, edited or reformatted) contained in their entry (including, without limitation, name and residence (excluding owners name if he/she objects), designer's business details, yacht name, images, information, data, materials, specifications and descriptions, but excluding credit card and bank account details) for promotional and reporting reasons including on:
 - a. promotional materials, news reporting and WSA event materials;
 - b. WSA, BIM and sponsor/s websites, publications, and social media sites;
 - c. displays at the WSA, and
 - d. any other media and publications (whether now known or invented in the future) in connection with publicity, promotion and running of the WSA and BIM.

By submitting their entry, each Entrant grants to BIM a non-exclusive, worldwide, irrevocable licence, for the full period of any IP rights in the WSA entry submitted and all accompanying information, data, documents and materials to use, display, publish, transmit, copy, edit, alter, store, re-format and sub-licence the same in whole or in part for promotional, news and information purposes, and warrants that he/she has the absolute right to grant such licence to BIM. In the event that Entrant does not have all such rights it warrants to obtain them sufficient to provide this license to BIM and indemnifies BIM in relation to all liabilities, claims, actions, losses, costs (direct and indirect), damages, and fees (including legal fees) relating to same. For the avoidance of doubt, this license does not extend to use of the design in manufacture or design of yachts.

15. Promotion or publishing of any WSA entry by either the Entrant or a third party acting on behalf of, or with the direct or indirect permission of the Entrant, prior to the announcement of the winner by BIM at the final awards ceremony, is not permitted, and entrant undertakes not to do so.
16. Each Entrant agrees that personal information (excluding credit card and bank account details) provided to BIM in connection with their WSA entry may be held, stored and used by BIM or its agents and suppliers to administer, manage, conduct and promote the WSA, (including but not limited to communications with Entrants, media and promotional communications and materials, information shared with sponsors and parties connected with the WSA (including those supplying services to or

connected with WSA), as well as in accordance with its Privacy Policy found at <https://www.boatinternational.com/privacy-policy>.

Judging

17. The nominations will be judged prior to the Awards Ceremony by a panel consisting of international yacht owners appointed by BIM.
18. The judges' decision is final and binding.
19. BIM has the right to determine the standard of an Award
20. The winner of each class will be announced at the Boat International WSA ceremony due to take place in May 2020. There will be no prior disclosure.
21. Each winner will receive an Award.

Limitation of liability

22. Nothing in these terms and conditions shall limit or exclude any liabilities that cannot be limited or excluded by law. To the fullest extent allowed by law you agree not to hold BIM liable for any damage, costs, or loss suffered or incurred, including direct losses, consequential losses, or indirect losses or loss of profit, costs and other amounts in any way related to or connected with the WSA, your entry, attending the WSA, management and running of the WSA, alteration of the WSA schedule, cancellation of the WSA, publications and promotion relating to the WSA, other matters related to the WSA and/or entry, or any act, error or omission on the part of BIM or any agent, servant, sponsor or supplier. You acknowledge and agree that the maximum aggregate liability BIM may have in connection with the WSA, for any breach of the Terms and Conditions, or otherwise in relation to the WSA or your entry, or the subject matter of the Terms and Conditions, and all damages, claims, losses, costs (direct, indirect and consequential) will be limited to £20,000.

General

23. If there is any reason to believe that an Entrant has breached or failed to comply with any of the Terms and Conditions, BIM may at any time, at its sole discretion, exclude that Entrant from participating in the WSA.
24. You acknowledge and agree that all decisions regarding the WSA made by BIM and the judging Panel are final and not open to review or appeal. BIM and judges are not obliged to enter into any correspondence regarding any decision.
25. In the event of any dispute relating to these Terms and Conditions or the WSA, the parties will meet and attempt in good faith to resolve the dispute within 7 days of the dispute arising, at BIM's office or such other location as reasonably agreed. If a complaint is not resolved after 10 working days following the meeting being held or 17 days of the cause of the dispute arising (whichever is later), then upon notice from either Party to the other Party the dispute may be referred to the English courts.
26. These terms and conditions are governed by and shall be interpreted in accordance with English law. Any disputes arising in relation to the interpretation of these Terms and Conditions or in relation to any agreement of which these Terms and Conditions form part shall be subject to the exclusive jurisdiction of the English Courts.