



Terms & Conditions 2018/19

Below you will find the terms and conditions under which the Boat International Design & Innovation Awards (“BDA”) are administered 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 these terms and conditions carefully before submitting an entry to the BDA. By submitting a competition entry you agree to be bound by the Terms and Conditions and your entry is accepted on that basis.

Terms & Conditions for Entering

Eligibility

1. The BDA are open to all designs relating to new yachts over 24 meters Length Over All which have been delivered to their owners between 1 November 2017 and 31 October 2018. Designs relating to 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 BDA, the award “categories” are described as in the BDA Submission & Entry Requirements documents located at <https://www.boatinternational.com/luxury-yacht-events/design-and-innovation-awards>
3. The competition is only open to persons aged 18 years or over on 1 November 2018, except:
 - a. employees, agency workers and/or contractors of BIM or its holding or subsidiary companies;
 - b. employees, agency workers and/or contractors of BDA sponsors or their holding or subsidiary companies;
 - c. employees, agency workers and/ or contractors of agents or suppliers of BIM or BDA sponsor/s or their holding or subsidiary companies, who are professionally connected with BDA or its administration; or
 - d. members of the immediate families or households of (a) to (c) above.
4. Finalists (including winners) may be required to submit a copy of an official identity document (Passport or ID Card) as proof of their identity.
5. Decisions on whether the eligibility and entry requirements for the BDA are met will be made by BIM at its sole discretion and will be final.
6. 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 BDA documents as displayed on the BDA website at <https://www.boatinternational.com/luxury-yacht-events/design-and-innovation-awards> collectively the “**Terms and Conditions**”) constitute the entire agreement of BIM and those participating in the BDA. In submitting an entry and 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

7. Persons completing entries to the BDA (“**Entrants**”) agree to be bound by, and comply with, the Terms and Conditions.
8. The nomination period for entries will be open between 21 June 2018 and 5 October 2018. BDA entries must be made via the nominations form of the BDA website at <https://www.boatinternational.com/luxury-yacht-events/design-and-innovation-awards>. All BDA completed nomination entries and supporting documents must be submitted in full to BIM via email by Friday 5 October 2018 at 11:59pm (Greenwich Mean Time). Each BDA entry submission is a binding commitment by each Entrant to pay the full BDA Fee(s) upon entry.
9. The entry fee for each entry to the BDA shall be £150+VAT per entry (“**BDA Fee**”). All BDA 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 and money transfer 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 or not accepted.
10. BDA entries will be confirmed by BIM once the completed nomination form(s) 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.
11. BDA entries may be withdrawn by the Entrant.
12. Entrants are permitted to enter multiple times in any one category and in more than one category of the BDA but each yacht may only be entered once in each category.
13. BDA entries will be judged in accordance with the “Judging” section below and the BDA Submission & Entry Requirements documents/forms.
14. BIM may in its sole discretion at any time cancel 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 BDA Fees in respect of that category.
15. BIM regret that it will not be able to return any BDA entries and supporting documents

Ownership of entries and publicity

16. The Entrant warrants represents and covenants that he/she is the sole creator of the design submitted and that the design is their original work. Entering the BDA does not itself transfer ownership of intellectual property (IP) in the design to BIM or a BDA sponsor; ownership of the submitted design remains with the Entrant.
17. By submitting an entry, each Entrant agrees and warrants that he or she has full rights and authority to provide all information, 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 BIM’s use of such information, documents and materials in accordance with the Terms and Conditions shall not infringe 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, losses and costs (direct and indirect) arising out of or relating to the entry/s submitted and/ or in connection with the Entrant’s participation in the BDA.

18. Each Entrant agrees that BIM and the BDA sponsors may make details of their entry (including, without limitation, name, business details, information, data, materials, specifications and descriptions relating to the yacht and its owner, contained in the entry, but excluding credit card and bank account details, available for promotional and reporting reasons on:
 - a. promotional material and news reporting relating to the BDA;
 - b. the BDA, BIM ad sponsor/s websites, and social media sites; and
 - c. displays at the BDA, and
 - d. any other media and publications, whether now known or invented in the future, and in connection with any publicity of the BDA 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 BDA entry submitted and all accompanying data 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 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 claims, actions and liabilities and costs relating to same. For the avoidance of doubt, this license does not extend to use of the design in manufacture or design of yachts.

19. Promotion or publishing of any BDA 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.
20. Each Entrant agrees that personal information (excluding credit card and bank account details) provided to BIM in connection with their BDA entry may be held, stored and used by BIM or its agents and suppliers to administer, manage, conduct and promote the BDA, (including but not limited to communications with Entrants, media and promotional communications and materials, information shared with sponsors and parties connected with the BDA (including those supplying services to or connected with BDA), as well as in accordance with its Privacy Policy found at <https://www.boatinternational.com/privacy-policy>

Judging

21. The nominations will be judged prior to the Awards Ceremony by a panel consisting of internationally known yacht designers and luminaries appointed by BIM. The judges' decision is final and binding; they will not enter into conversation or correspondence concerning decisions that have been made.
22. The winner of each class will be announced at the Boat International Design and Innovation Awards 2019 ceremony due to take place in January 2019. There will be no prior public disclosure. Each winner will receive a Neptune Award.
23. Each Entrant agrees that if they win a BDA, BIM may use some or all of the yacht name, winner's name (excluding owners name if he/she objects), designer's details and residence, images and edited data and materials from their entry details and materials when announcing the winner of the BDA and subsequently in publications and news releases to promote it, the BDA and BIM, including publishing them in BIM's publications (including website and social media sites), news releases, and in other publications and sites for other promotional purposes.
24. BIM reserves the right at any time to alter, suspend, cancel, or amend any aspect of the BDA at its sole discretion.

Limitation of liability

25. 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 and insofar as it is reasonable to do so, Entrants to the BDA agree not to hold BIM liable for any damage or loss suffered or incurred, including direct losses, consequential losses, or indirect losses or loss of profit, costs and other amounts in connection the BDA, their entry, attending the BDA, alteration of the BDA schedule, cancellation of the BDA, publications and promotion relating to the BDA, other events related to the BDA and/or entry, or any act, error or omission on the part of BIM, agent, servant, sponsor or supplier. You acknowledge and agree that the maximum aggregate liability BIM may have in connection with the BDA, for any breach of the Terms and Conditions, or otherwise in relation to the BDA 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

26. If there is any reason to believe that an Entrant has breached these terms and conditions, BIM may, at any time and in its sole discretion, reserve the right to exclude that Entrant from participating in the BDA.
27. You acknowledge and agree that all decisions regarding the BDA made by BIM and the judging Panel are final and not open to review or appeal.
28. In the event of any dispute relating to these Terms and Conditions or the BDA, the parties will meet and attempt in good faith to resolve the dispute within 7 days of the dispute arising, at BIMs 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.
29. These Terms and Conditions are governed by and shall be interpreted in accordance with English law. Any disputes relating to or in connection with these Terms and Conditions or in relation to any agreement of which these Terms and Conditions form part, which shall be subject to the exclusive jurisdiction of the English Courts.