



### **Terms & Conditions (July 2020)**

This identifies the Terms and Conditions under which The Ocean Awards 2021 (“OA”) 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 OA. By submitting an entry you (Entrant) thereby agree to be bound by and comply with the Terms and Conditions and your entry is accepted strictly on that basis by BIM.

### **Terms & Conditions for Entering**

#### **Eligibility**

1. The OA are open to all individuals or projects that have made contributions (as described in the rules provided on the OA Website - see address below) to the health of the oceans between 1 January 2020 and 31 December 2020. Individuals or projects not active within the specified time period are not eligible.
2. For the purpose of the OA, the award “categories” are described in the rules provided on the OA Website.
3. The competition is open to all persons aged 18 years or over on 1 January 2020, except:
  - a. employees, agency workers and/or contractors of BIM or its holding or subsidiary companies;
  - b. employees, agency workers and/or contractors of OA sponsors or their holding or subsidiary companies;
  - c. employees, agency workers and/ or contractors of agents or suppliers of BIM or OA sponsor/s or their holding or subsidiary companies, who are professionally connected with OA or its administration; or
  - d. members of the immediate families or households of (a) to (c).
4. Decisions on whether the eligibility and entry requirements for the OA 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 OA documents as displayed on the OA website at [<http://www.boatinternational.com/luxury-yacht-events/ocean-awards>] (the “OA website”) collectively comprise the “**Terms and Conditions**” and constitute the entire agreement between BIM and those entering the OA. 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**

6. The period for entering OA will be open between 9 July 2020 2020 and 20 November 2020. OA entries must be made by completing and submitting the nominations form on the OA Website. All OA completed entries and supporting documents must be submitted in full to BIM via email at the address given on the nominations form/Website by Friday 20 November 2020 at 23:59 (Greenwich Mean Time).
7. Entrants are permitted to enter more than one category of the OA but each Entrant may only enter any one category once.
8. OA entries will be confirmed by BIM once the completed nomination form/s (and supporting materials and designs) 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 where incomplete/insufficient information

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- (including supporting documents) has been provided, or the correct materials and/or full entry fee has not been received by the above deadline.
9. OA entries may be withdrawn by the Entrant at any time prior to 28 days before the awards announcement.
  10. OA entries will be judged in accordance with the “Judging” section of the OA Website and Terms & Conditions.
  11. BIM may in its sole discretion at any time void, suspend, cancel, or amend the OA or cancel or withhold 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.
  12. BIM regret that it will not be able to return any OA entries and supporting documents

*Ownership of entries and publicity*

13. Entering the OA does not itself transfer ownership of intellectual property (IP) in the design to BIM or a OA sponsor; ownership of the submitted design remains with the Entrant
14. 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 or obligation owed to any third party (including, without limitation, the owner of the yacht) or any confidentiality or 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 OA.
15. Each Entrant agrees that BIM and the OA 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 OA event materials;
  - b. OA, BIM and sponsor/s websites, publications, and social media sites;
  - c. displays at the OA, and
  - d. any other media and publications (whether now known or invented in the future) in connection with publicity, promotion and running of the OA and BIM.
16. 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 OA 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.
17. Promotion or publishing of any OA 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 announcement, is not permitted, and entrant undertakes not to do so.
18. Each Entrant agrees that personal information (excluding credit card and bank account details) provided to BIM in connection with their OA entry may be held, stored and used by BIM or its agents and suppliers to administer, manage, conduct and promote the OA, (including but not limited to communications with Entrants, media and promotional communications and materials, information

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shared with sponsors and parties connected with the OA (including those supplying services to or connected with OA), as well as in accordance with its Privacy Policy found at <https://www.boatinternational.com/privacy-policy>.

### Judging

19. The nominations will be judged prior to the awards announcement by a panel consisting of ocean specialists including academics, yachting industry officials and philanthropists appointed by BIM.
20. The judges' decision is final and binding.
21. The winner of each category will be announced as part of an editorial piece in BOAT Magazine. There will be no prior disclosure.
22. BIM has the right to determine the standard of an Award and to withhold an Award in any category if, in their view, entries are not of sufficient merit.

### Limitation of liability

23. 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, or make any claim or action, for any damage, costs, or loss suffered or incurred, including direct losses, consequential losses, or indirect losses or loss of profit, costs (including legal costs) and other amounts in any way related to or connected with the OA, your entry, attending the OA, management and running of the OA, alteration of the OA schedule, cancellation of the OA, publications and promotion relating to the OA, other matters related to the OA 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 OA, for any breach of the Terms and Conditions, or otherwise in relation to the OA 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

24. If there is any reason to believe that an Entrant has breached these Terms and Conditions, BIM may at any time, at its sole discretion, exclude that Entrant from participating in the OA.
25. You acknowledge and agree that all decisions regarding the OA 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.
26. In the event of any dispute relating to these Terms and Conditions or the OA, 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.
27. 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.