



### Terms & Conditions (5<sup>th</sup> June 2018)

Below you will find the terms and conditions for entering the Young Designer of the Year 2019 ("YDOY"), which are administered by Boat International Media Limited ("BIM"). Please make sure you have read these before submitting an entry to the YDOY as by submitting a competition entry you are agreeing to be bound by these terms and conditions.

#### Terms & Conditions for Entering

##### Eligibility

1. The Young Designer of the Year competition 2019 is open to designers who will be 28 years old or less on the 1<sup>st</sup> January 2019.
2. Entrants must not have been employed for financial gain in a Yacht Design Studio.
3. Those wishing to enter who have been paid for living expenses during an internship at a Yacht Design Studio will be considered for entry but must declare their exact position at the time of entry.
4. This year's event is for individuals, so in creating a design, competitors **must work alone**.
5. The competition is open to all persons who sit within the criteria outlined above, except:
  - a. Employees of BIM or its holding or subsidiary companies;
  - b. Employees of agents or suppliers of the Promoter(s) (in this instance "Promoters" are B.I.M or the award Sponsor(s)) or their holding or subsidiary companies, who are professionally connected with YDOY or its administration;  
or
  - c. Members of the immediate families or households of (a) and (b) above.
6. The decisions on whether the eligibility requirements for the YDOY are met will be made by BIM and will be final. No correspondence or discussion will be entered into by BIM.
7. All finalists (including winners) will be required to submit a copy of an official identity document (Passport or ID Card) in proof of their age.

##### Entry

8. Persons completing entries to the YDOY ("Entrants") agree to be bound by, and comply with, these Terms and Conditions and the "Register", "Task" and how to enter sections of the YDOY website at [<http://www.boatinternational.com/>] (the "YDOY website").
9. The registration period for entries will be open between 7 June 2018 and 8 November 2018. YDOY entries must be made by completing the registration form on the YDOY website. All YDOY entries, including supporting documents, must be submitted to BIM by email by Thursday 8 November 2018 at 11:59pm. BIM reserves the right to disqualify those entries which are not received in full by the above time.
10. YDOY entries will be confirmed by BIM once the completed registration form(s) are received and accepted by BIM.
11. YDOY entries may be withdrawn by the entrant at any time.

12. YDOY entries will be judged in accordance with the “Judging Process” section of the YDOY website. The judges’ decisions are final, and no judge will enter into conversation or correspondence concerning decisions that have been made.

#### Ownership of entries and publicity

13. By submitting an entry, each Entrant agrees that he or she has permission to provide all information, documents and accompanying materials included within that entry without breaching any duty of confidentiality owed to any third party) and that BIM’s use of such information, documents and materials in accordance with these terms and conditions shall not infringe the rights (including intellectual property rights) of any third party.
14. Each Entrant agrees that BIM may, but is not required, to make details of their entry available on:
- Promotional material and news reporting relating to the YDOY;
  - The YDOY website; and
  - Displays at the YDOY,
- and any other media, whether now known or invented in the future, and in connection with any publicity of the YDOY. By submitting their entry, each Entrant agrees to grant BIM a non-exclusive, worldwide, irrevocable licence, for the full period of any intellectual property rights in the YDOY entry and any accompanying materials, to use, display, publish, transmit, copy, edit, alter, store, re-format and sub-licence the YDOY entry and any accompanying materials for such purpose and warrants that it has the absolute right to grant such licence to BIM.
15. In addition to (13) each Entrant agrees that any personal information provided to BIM in connection with his or her entry may be held and used by BIM or its agents and suppliers to administer the YDOY.
16. Ownership of the submitted designs remains with the entrant. BIM retains the right to use and showcase the material through all media channels related to the event. Sponsor use of the submitted entry must be upon approval of the entrant and BIM.
17. Promotion or publishing of the submitted design entry by either the entrant or a third party acting on behalf of the entrant, prior to the final Awards ceremony, is not permitted.

#### Judging and prizes

16. The event will be Judged on the 3 December 2018 by a Jury consisting of internationally known yacht designers as listed on the event web site.
17. The six finalists will be announced shortly after the judging.
18. The six finalist entries selected by the judges will be invited to join an all-expenses paid visit to the Oceanco shipyard in Holland and given free admission to the Superyacht Design Symposium 2019. (but no travel or accommodation expenses are provided)
19. A cash prize of €3,000 and three-month internship with Oceanco will be presented to the winner in January 2019 during the Young Designer of the Year Award prize giving, which forms part of the Superyacht Design Symposium. There will be no prior disclosure of the names of the Finalists or Winner.
20. Each Entrant agrees that if they are a finalist or win the YDOY, BIM may use his or her name, nationality, image and town or country of residence to announce the winner of the YDOY and for any other reasonable and related promotional purposes.
21. BIM reserves the right to hold void, suspend, cancel, or amend the YDOY where it becomes necessary to do so.

### Limitation of liability

23. To the fullest extent allowed by law and insofar as it is reasonable to do so, entrants to the YDOY agree not to hold BIM liable for any damage or loss suffered or incurred in connection with entering the YDOY, including consequential (i.e. losses which are not incurred as a direct consequence of the event leading to any claim) or indirect losses or loss of profit, through entering the YDOY, attending the YDOY, alteration of the YDOY schedule, cancellation of the YDOY, or any error or omission on the part of BIM.

### General

24. If there is any reason to believe that an Entrant has breached these terms and conditions, BIM may, at its sole discretion, reserve the right to exclude that Entrant from participating in the YDOY.
25. These Terms and Conditions, constitute the entire agreement of BIM and those participating in the YDOY. In submitting an entry and agreeing to be bound by these terms and conditions, the parties have not relied on, and shall have no remedy 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 these terms and conditions.
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, which cannot be settled amicably, shall be subject to the exclusive jurisdiction of the English Courts.
27. Boat International Media Limited is registered in the United Kingdom company no. 2650007 under VAT Registration no. 844276904.