



Terms and Conditions (22.06.22)

The terms and conditions for entering the Boat International Design & Innovation Awards (“BDA”) which are administered by BOAT International Media Limited (“BIM”) are as follows. Please make sure you have read these before submitting an entry to the BDA. By submitting a competition entry you agree to these terms and conditions, which along with the Event and booking details and requirements, the “Register”, “Task” and how to enter sections of the BDA website at <https://www.boatinternational.com/luxury-yacht-events/design-and-innovation-awards>] (the “BDA website”) constitute the entire agreement (“T&Cs”) between you and Boat International Media Limited, a company incorporated and registered in England and Wales with company number 02650007 having its registered office at First Floor, 41 – 47 Hartfield Road, Wimbledon, London SW19 3RQ and all other companies in the group (“we”/“us”/“our”/“BIM”).

Eligibility

1. The BDA are open to new yachts over 24 metres in Length Overall, which have been delivered to their owners between 1 November 2021 and 31 October 2022. Yachts that do not meet the size requirement or are not delivered within the specified time period are not eligible.
2. Entrants may submit entries for as many yachts and categories as they like. For the purpose of the BDA, the award “categories” are described as in the BDA Submission & Entry Requirements documents located in the BDA Website.
3. Finalists (including winners) may be required to submit a copy of an official identity document (Passport or ID Card) as proof of their identity.
4. You are not eligible to enter if:
 - 4.1 you are an employee, agency worker and/or contractor of BIM or its holding or subsidiary companies;
 - 4.2 you are an employee, agency worker and/or contractor of an award Sponsor(s) or their holding or subsidiary companies;
 - 4.3 you are professionally connected with the organisation or administration of BDA; or
 - 4.4 you are a member of an immediate family or household of (4.1) to (4.3) above.
5. BIM shall in its sole discretion decide whether the eligibility and entry requirements for the BDA are met and BIMs decision is final. No correspondence or discussion will be entered into by BIM.

Entry Process

6. The period for entering BDA will be open between 22 June 2022 and 7 October 2022. BDA entries must be made by completing and submitting the nominations form available on the BDA website.
7. All BDA supporting documents must be submitted in full to BIM via email by 7 October 2022 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.
8. The entry fee for each entry to the BDA shall be £175+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, 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.
9. BDA entries may be confirmed at BIM’s sole discretion once the completed nomination form/s (and supporting documents) and full fee payment are received and accepted by BIM. BIM reserves the right not to accept or to disqualify entries 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.
10. BIM may in its sole discretion at any time cancel, suspend or amend 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.

Ownership of entries and publicity

12. Entrant retains ownership of submitted designs. BIM and BDA Sponsors are granted the right and license to use, publish and showcase Materials through all media channels.
13. Promotion or publishing of the submitted design entry by an Entrant or any third party acting with the direct or indirect authorization of any Entrant, prior to the announcement of the winner by BIM at final Awards ceremony, is strictly prohibited.
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, drawings, images, audio, video and materials (hardcopy and digital) included with or in connection with it ("Materials") without breaching any third party rights title or interest (including, without limitation, the owner of the yacht), or duty of confidentiality, and that (ii) BIM's use of such information and/or Materials in accordance with the T&Cs shall not infringe or contravene any rights (including but not limited to confidentiality and IP rights). Entrant agrees to indemnify fully and keep BIM fully indemnified against all liabilities, claims, 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.
15. Each Entrant agrees that BIM and the BDA sponsors may, but is not required to, use and make any and all information relating to your entry and Materials (in whole, edited or reformatted) available and publish (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 relating to the yacht and its owner, contained in the entry, but excluding credit card and bank account details, including in:
 - a. promotional and marketing materials, news reports and BDA event materials;
 - b. BDA, BIM and sponsor/s websites, publications, and social media sites;
 - c. displays at the BDA, and
 - d. displays, publications, broadcasts, social media, transmissions, digital and other media, tickets and tokens, and elsewhere.before and during the Awards and at other times and in other media (whether now known or created in future), and whether or not in connection with the BDA. Entrant hereby grants to BIM a non-exclusive, worldwide, irrevocable license for the full period of rights in information and Materials to use, display, publish, transmit, copy, edit, alter, compile, make derivations, store, and re-format any Materials in any format and media, and to grant sub-license/s, and you warrant that you have the absolute right to grant such license to BIM. In the event that Entrant does not have all such rights it warrants to obtain them at your own cost 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.
16. Entrant agrees that personal information (excluding credit card and bank account details) provided to BIM in connection with an entry may be held, stored and used by BIM and 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>.
17. It is a condition of entry and Entrant agrees that the T&Cs and all Materials, and any information and materials supplied to Entrants by or on behalf of BIM or a BDA Sponsor, and anything submitted by Entrants, will not be shared with any third party or published without the prior consent of BIM.
18. Works received from third parties: BIM respects creators' rights, including copyright. You hereby undertake personally and on behalf of your entity that you have obtained the appropriate usage rights and permission of the photographer for all images provided for publication by BIM and indemnify BIM in connection with any associated claim and costs.
19. BIM regrets that it will not be able to return any BDA entries, Materials and supporting documents.

Judging

20. BDA entries will be judged prior to the Awards Ceremony by a panel consisting of internationally known designers and luminaries appointed by BIM in its sole discretion.
21. Finalists may be announced shortly after initial judging.
22. The judges' decision is final and binding; they and BIM will not enter into conversation or correspondence concerning decisions that have been made. You agree that you will not appeal or open to review any decision regarding the BDA made by BIM and the Judges.
23. The winner of each class will be announced at the Boat International Design & Innovation Awards 2023 ceremony due to take place in February 2023. There will be no prior public disclosure. Each winner will receive an Award.

BOAT

24. BIM will in its discretion determine the standard of an Award. BIM reserves the right at any time to (i) to withhold an Award in any category, or (ii) hold void, alter, suspend, cancel, or amend any aspect of the BDA at its sole discretion.

Privacy

25. You and Your Party's personal information is important to us. Save as permitted by the T&Cs, we will not pass such information to any third parties, other than those that need this information in relation to the BDA, invites, awards, and other activities permitted by T&Cs, including BDA Sponsors. For the purposes of the General Data Protection Regulation we are the data controller. The personal information requested is required to comply with fulfilling our contract with you. If you object to the processing of this data, we cannot accept your entry. We may provide your personal information to public authorities as required by law or statutory obligations. Where arrangements take place outside of the UK, controls on data protection may be different to that of the UK, however we will take reasonable steps to require that your personal information will remain protected in accordance with our Privacy Policy. Where you provide us with personal details relating to any special requirements, you consent to this information being passed onto any organisation or companies responsible for any part of BDA related services and activities connected with provision of T&Cs whether in the EEA or not.
26. You agree that we may use your personal details in order to notify you of offers and promotions which might be of interest. If you change their mind at any time, you can unsubscribe by clicking on the 'unsubscribe' link at the bottom of every email, or by contacting us directly at unsubscribe@boatinternationalmedia.com

Limitation of liability

27. To the fullest extent allowed by law (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise), BIM shall not be liable and you agree not to bring or assert any claim or action for any damage, loss or costs suffered or incurred in connection with anything relating to BDA or your entry or these T&Cs, including indirect or consequential (including, without limitation, economic loss, loss of profits, loss of business, loss of bargain, depletion of goodwill and like loss) howsoever caused, any inconvenience or loss caused to any party as a result of cancellation or termination under these T&Cs, other amounts in any way related to or connected with entering BDA, or participation or planned participation in or attending BDA, including alterations variations and cancellations, management and running of the BDA, publications and promotion relating to the BDA, other matters related to BDA, 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 BDA, for any breach of the T&Cs, 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.
28. Nothing in these terms and conditions shall limit or exclude any liabilities that cannot be limited or excluded by law, including:
- 28.1 for death or personal injury resulting from gross negligence; or
- 28.2 for any damage or liability incurred by you as a result of fraud or fraudulent misrepresentation by us.

General

29. If BIM has any reason to believe that an Entrant has breached any T&C or made any misrepresentation or misled BIM, BIM may, at its sole discretion, exclude that Entrant from participating in the BDA and may withdraw any award or finalist position and invitation.
30. Entrants agree that they 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 the T&Cs. You acknowledge and confirm that BIM own all intellectual property and other rights relating to or connected with BDA, BDA and BIM Websites and the subject matter of the T&Cs.
31. You grant BIM and the Sponsors the unrestricted irrevocable and free of charge right and permission to use, distribute, broadcast, publish in any media whatsoever (including but not limited to BIM and industry magazines, Press, TV, advertisements, promotions, social media or online) and edit, copy, compile, alter, store, re-format and make derivations as BIM sees fit any actual or simulated photographs, video, likeness, images, drawings, audio, voice and text (including interviews) relating to BDA and the subject matter of these T&Cs and activities relating to or connected therewith throughout the world. If you do not wish to be photographed or recorded, you must prior advise us with your entry.

BOAT

32. If any provision of the T&Cs (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall:
- 32.1 to the extent required, be deemed not to form part of the terms, and the validity and enforceability of the other provisions of the terms shall not be affected.
 - 32.2 apply with the minimum modification necessary to make it legal, valid and enforceable.
33. If a complaint or disagreement cannot be resolved to both Parties' satisfaction:
- 33.1 In the first instance, each Party shall nominate a senior executive, vested with authority to settle the disagreement, to meet and attempt in good faith to resolve the dispute. The meeting will be held promptly at the request of either Party at a time reasonably proposed by the Party requesting the meeting and both parties will fully explain all reasons and facts relating to their position and use their best endeavours to resolve the dispute.
 - 33.2 If the Parties are unable to resolve the complaint/dispute following such meeting, then the parties will submit to mediation before an independent mediator for all disputes save for unpaid debts unless the debt is disputed, in which case the dispute will be mediated.
34. The T&Cs are governed by and shall be interpreted in accordance with English law. Any disputes arising in relation to any agreement or relationship of which these terms and conditions form part or relating to the subject matter of this agreement shall be subject to the exclusive jurisdiction of the English Courts.