

## Decanter Retailer Awards 2020

### Rules of Entry

#### 1. Definitions and Interpretation

- 1.1. In these Rules unless the context otherwise permits, the following words shall have the following meaning:

“**Competition**” means the annual Decanter Retailer Awards held by Decanter;

“**Competition Platform**” means the platform accessible at [www.decanter.com/retailer-awards](http://www.decanter.com/retailer-awards);

“**Decanter**” means TI Media which has its registered offices located at 161 Marsh Wall, London, England, E14 9AP and is a company registered in England and Wales under company number 53626;

“**Entrant**” means the retailer or agent who submitted an Entry;

“**Entry**” means a completed entry to the Competition made by the Entrant;

“**Entry Fee**” means the fee for submitting an Entry, as set out in [key dates and prices](#);

“**Entry Form**” means the Competition entry form to be completed by the Entrant via the Competition Platform;

“**Rules**” means these rules of entry;

“**Website**” means [www.decanter.com/retailer-awards](http://www.decanter.com/retailer-awards).

- 1.2. In these Rules where appropriate: words denoting the masculine gender include the feminine and neuter genders and vice versa; words denoting a singular number include the plural and vice versa; references to the definite article shall include the indefinite article and vice versa; references to persons shall include firms, companies and other organisations and vice versa; reference to a statutory provision includes a reference to the same as modified, re-enacted or both from time to time and any subordinate legislation made under the same; headings shall not affect interpretation; and words such as “include” or “including” are to be construed without limiting the generality of the preceding words.

#### 2. Entering the Competition

- 2.1. Entrant can enter the Competition by paying the Entry Fee and submitting an Entry Form via the Competition Platform, in accordance with Clause 5.
- 2.2. Each Entrant is responsible for submitting their Entries via the Competition Platform.
- 2.3. By submitting an Entry, Entrant agrees to be bound by these Rules.

#### 3. Criteria for Entries

- 3.1. The Competition is open to wine retailers trading in the UK market only, excluding employees and past employees of TI Media, its printers and agents, any class sponsors, suppliers of the prizes and any other company associated with the Competition (including members of the immediate families or households of the above).
- 3.2. There is no limit to the number of entries which may be submitted by an Entrant.
- 3.3. In the event that the Entrant is not the retailer of the Entries, the Entrant warrants that it has all necessary consents and permissions to enter the Entry into the Competition. Entrant will indemnify Decanter for any claims which arise as a result of the Entrant submitting an Entry which it does not have the authority to submit.

- 3.4. Entrants have the right to withdraw entries at any time, by emailing [retailerawards@decanter.com](mailto:retailerawards@decanter.com).
- 3.5. The judges have the right to move an entry into a different category than that originally entered by the entrant when absolutely necessary and when the original category is deemed unsuitable.

#### **4. Payment**

- 4.1. The Entry Fee may be paid online by credit or debit card at the time of submitting the Entry Form via the Competition Platform.
- 4.2. The Entry Fee may also be paid by cheque or bank transfer in accordance with payment instructions provided by Decanter.
- 4.3. The deadline for payment of the Entry Fee is indicated on the Website. An Entry where the Entry Fee has not been received by Decanter by the [deadline](#) will not be included in the Competition.
- 4.4. No refund or credit of an Entry Fee will be given in any circumstances, including circumstances in which an Entry is disqualified, withdrawn, lost or damaged or does not arrive in time.

#### **5. Delivery, Risk and Title**

- 5.1. It is the Entrant's responsibility to ensure that the Entries are delivered to Decanter in accordance with the [deadlines](#) detailed on the Website.
- 5.2. Title (i.e. ownership) of the Entries will pass to Decanter upon receipt of the Entry. All entries will become the property of Decanter.
- 5.3. No responsibility can be accepted for entries lost, damaged or delayed in the post, or due to computer error in transit.
- 5.4. Decanter reserves the right to cancel individual entries without liability to affected Entrants where such entries do not (in the opinion of Decanter) enter into the spirit of the Competition.

#### **6. The Competition**

- 6.1. Entries are organised by classes to ensure that the retailers are judged against their peers.
- 6.2. The judges' decisions will be final and will not be open to challenge.
- 6.3. Entrants will not have any involvement in the appointment of the judges.
- 6.4. The judges reserve the right not to award a winner in each class.

#### **7. Winners**

- 7.1. All Entrants will be emailed after the judging process informing them whether their entries have been shortlisted.
- 7.2. The winning entries in all classes will be published on [www.decanter.com](http://www.decanter.com) and in the December 2020 issue of Decanter magazine. Winning Entrants acknowledge and agree that Decanter may publish details and particulars of the winning entries.
- 7.3. Winning Entrants agree that they will take part in any publicity which is reasonably required by Decanter.
- 7.4. Entrants agree that Decanter may photograph and reproduce photographs of Entrants and/or winning entries. By submitting an Entry, Entrants consent to give TI Media a royalty-free, non-exclusive licence to use, reproduce, modify, publish, create derivative works from, and display the nomination (and any photograph included with the nomination) in whole or in part, on a worldwide basis, and to incorporate it singly or collectively into other works in any form, media or technology now known or later developed (including, without limitation, magazines and online), including for promotional or marketing purposes. If necessary, you will sign any documentation that may be required for TI Media to make use of the non-

exclusive rights you are granting to use the nomination (and any photograph included with the nomination).

7.5. TI Media reserve the right to make the nomination and all reproductions thereof available, either wholly or in part, in any manner or form whatsoever and in any medium or format, either separately or in conjunction with any other content.

7.6. Entrants agree to waive all moral rights or any similar personal rights in any nomination you submit.

## **8. Promoting winning entries**

8.1. Winning Entrants will be sent full details of how they can promote their winning entries.

8.2. The Decanter trade marks and logos are the property of TI Media and any use of such marks by winning Entrants is under licence. Any unauthorised use, reproduction or alteration is strictly prohibited.

8.3. Winning Entrants may only use the Decanter logos accessible [here](#) on their printed and digital marketing material to publicise their winning entries.

8.4. Entrants agree that they will only use Decanter's name and logo to promote specific winning entries and not to promote their whole businesses. Only the winning entries may be promoted as winners of the Competition.

8.5. Entrants must at all times comply with the Brand Guidelines accessible [here](#), and any instructions provided by Decanter from time to time, when using Decanter's name and logo.

8.6. When publicising their award, winning Entrants must always state the year in which it was won. No changes can be made to the name and details of the winning entry after close of the Competition.

8.7. Decanter reserves the right to revoke the rights granted under these Rules at any time upon fourteen (14) days' notice.

8.8. Unauthorised use, reproduction or alteration of the Decanter word marks and logos, may result in the medal being withdrawn and future participation in the Competition may be prohibited.

## **9. General**

9.1. If any part of these Rules is held by a court of competent jurisdiction to be unenforceable, the validity of the remainder of these Rules will not be affected.

9.2. A person who is not a party to these Rules has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Rules but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

9.3. Nothing in these Rules shall be construed as creating a partnership, joint venture or agency relationship between Entrant and Decanter.

9.4. No waiver by Decanter of a breach of any provision of these Rules shall be considered to be a waiver of any prior or subsequent breach of the same or any other provisions and no waiver shall be implied by Decanter taking or failing to take any other action.

9.5. In the event that for reasons beyond the reasonable control of Decanter, it is necessary or advisable for the Competition to be cancelled, Decanter cannot accept any liability whatsoever for any direct or indirect loss of profit, damage or expense of any kind incurred as the result of such a cancellation.

9.6. Decanter may vary these Rules at any time without notice to Entrants. Any revision of these Rules will be placed on the Website without notice to Entrants. In the event that Entrant does not agree to be bound by any amended Rules, they must withdraw from the Competition.

9.7. Decanter reserves the right to hold void, suspend, cancel or amend the Competition at any time.

- 9.8. Any personal information, including Entrant's name, age, address (including postcode), email address and any other information submitted by Entrant on the Entry Form, will be used by Decanter in accordance with its privacy policy available at <https://www.ti-media.com/privacy/>
- 9.9. If there is any reason to believe that there has been a breach of these Rules, Decanter may, at its sole discretion, reserve the right to exclude Entrant from participating in the Competition.
- 9.10. Any notice given under these Rules shall be in writing and in English and signed by or on behalf of the party giving it and shall be served by hand or by sending it by prepaid first class recorded delivery (including special delivery) or first class registered post or, in the case of an address for service outside the United Kingdom, prepaid international recorded airmail, in each case to the address and for the attention of the relevant party set out in the Entry Form or these Rules (or as otherwise notified by that party under this clause). Any notice shall be deemed to have been received if hand delivered or sent by prepaid first class recorded or registered post or prepaid international recorded airmail, at the time of delivery.
- 9.11. Decanter reserves the right to cancel the Competition at any stage, and for any reason, including for circumstances which are outside of Decanter's control.
- 9.12. The promoter of the Competition is TI Media.
- 9.13. In the event of a discrepancy between these terms and conditions and the details in the promotional material, the details in these terms and conditions shall prevail.
- 9.14. These Rules shall be governed by the laws of England and Wales and any dispute shall be subject to the exclusive jurisdiction of the English courts.