

## **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:
  - "Classes" means Best in Show, Platinum, Gold, Silver and Bronze;
  - "Competition" means the annual Decanter World Wine Awards held by Decanter;
  - "Competition Platform" means the platform accessible at <a href="entr-decanter.com">enter.decanter.com</a>;
  - **"Decanter"** means Future PLC which has its registered offices located at 121-141 Westbourne Terrace, London, England and is a company registered in England and Wales under company number ing53626.
  - "Decanter Warehouse" means the DWWA Warehouse c/o EC Group, Europa Park, Magnet Rd, Grays RM20 4DN
  - "Entrant" means the producer, importer, distributor or retailer who submitted an Entry;
  - "Entry" means the Wine(s) entered into the Competition by Entrant;
  - "Entry Fee" means the fee for submitting an Entry for the Competition, as set out in '<u>DWWA dates</u> and <u>prices</u>';
  - **"Entry Form"** means the entry form for the Competition to be completed via the Competition Platform;
  - **"Logistic Partner"** means EC Group which has its registered office located at EC Group, Europa Park, Magnet Rd, Grays RM20 4DN and is a company registered in England and Wales under company number GB463298
  - "Rules" means these rules of entry;
  - **"Shipping Agent"** means Decanter's appointed consolidated shipping agent, Hellmann Worldwide Logistics Ltd, which has its registered office located at Kuhlmann House, Lancaster Way, Fradley Park, WS13 8SX, Lichfield and is a company registered in England and Wales under company number 1108485; and
  - "Website" means enter.decanter.com
- 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. Entrants can enter the Competition by submitting an Entry Form on the Competition Platform, paying the Entry Fee and delivering the Entry to Decanter in accordance with Clause 6 (Delivery, Risk and Title). Entries that do not arrive by the entry deadline cannot be refunded or credited.
- 2.2. The Entry Form must be completed online by creating an account or logging in to an existing account on the Competition Platform. Decanter accepts no responsibility for Entry Forms unsuccessfully submitted.
- 2.3. Each Entrant is responsible for submitting their Entries online via the Competition Platform. Entries submitted outside our online platform are subject to an increased Entry Fee.
- 2.4. Where the same Entry is submitted by more than one Entrant, each of Entrants' stockists' details will be featured equally in the report of the tasting. Entry Fees for multiple entries will not be refunded.
- 2.5. By submitting an Entry to the Competition, the Entrant agrees to be bound by these Rules.

## 3. Criteria for Entries

- 3.1. Entries must:
  - 3.1.1. be made exclusively from the partial or complete alcoholic fermentation of fresh grapes, whether crushed or not, or of grape must;
  - 3.1.2. with the exception of sweet wines, have an actual alcohol content of not less than 5% in volume;
  - 3.1.3. have a minimum production quantity of 600 litres (66 cases) available to the market on release, with the exception of sweet and fortified wines, which must have a minimum production quantity of 450 litres (50 cases);
  - 3.1.4. be finished and in their final container; and not be tank samples
  - 3.1.5. be sealed with the same closure as the final, commercially available wine;
  - 3.1.6. be contained in a 750ml bottle, with the exception of sweet and fortified wines, which may be contained in 250ml,375ml, or 500ml bottles and sparkling wines which may be contained in 1.5ltr bottles and Vin Jaune from the Jura, which may be contained in a 62-cl bottle

OR

- 3.1.7. be contained in alternative formats of one of the following
  - 3.1.7.1. Bag in Box (up to 3L)
  - 3.1.7.2. Wine Pouch (up to 3L)
  - 3.1.7.3. Aluminium Can
  - 3.1.7.4. Carton (eg. Tetra Pak)
  - 3.1.7.5. Paper Bottle (up to 1L)
  - 3.1.7.6. PET Bottle ( up to 1L)
- 3.1.8. be labelled in accordance with EU legislation in force from time to time, including (i) the geographical area of origin; (ii) the product category; (iii) the producer details; (iv) the nominal volume; (v) actual alcoholic strength; and (vi) a Lot number.

- 3.2. If the front and back labels for the Entry are not available at the time of entry, temporary labels must be applied to the final container bearing the following information: (i) name of producer; (ii) name of wine; (iii) vintage (where applicable); (iv) country of origin; (v) region of origin (where applicable); (vi) sub-region (where applicable); (vii) bottle size; (viii) alcoholic strength; and (ix) Lot number.
- 3.3. If the front and back labels for the vintage submitted are not yet available, Entrant must not use the label from the previous vintage. Instead, please use a temporary label as stated in Clause 3.2.
- 3.4. Entries may be produced entirely in one country and then bottled in another. Any wine that is produced for commercial availability anywhere in the world can enter, with the exception of fruit-flavoured, and aromatised wines, which will not be accepted.
- 3.5. There is no limit to the number of entries which may be submitted by an Entrant. However, a wine may only be submitted as one entry, even if it is bottled under multiple labels (e.g. for use in different sales markets). Exceptions are made to those wines bottled in a different format outlined in section 3.1.6
- 3.6. In the event that Entrant is not the producer of the Entries, 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 Entrant submitting an Entry which it does not have the authority to submit.

# 4. Retail Pricing

4.1. Retail prices are taken into consideration when judging the Entries. The retail price bands are as follows

Price Band A: Up to £14.99 (Value)
Price Band B: £15 to £49.99
Price Band C: £50 and above

- 4.2. Winning entries judged in the retail price band A category may be marketed as Value Wine, e.g. Value Gold.
- 4.3. Entrants must provide the correct free on board ("**FOB**")/Ex-cellar price or select the correct retail price band per bottle for each Entry.
- 4.4. The FOB/Ex-cellar price is the price charged by the producer to the wholesaler. The FOB/Ex-cellar price does not include any of the following costs: (i) freight costs, (ii) operating costs; (iii) profit margins (distributor and retailer); or (iv) Duty and VAT.
- 4.5. Decanter will convert the FOB/Ex-cellar price using the standard industry conversion formula to a retailer's suggested price.
- 4.6. All FOB/Ex-cellar prices are kept confidential and are for Decanter internal use only to ensure Entries are judged in the right category and will not be published or passed onto a third party.
- 4.7. The FOB/Ex-cellar price and the retail price band must be per bottle, not case of 6 or 12.
- 4.8. The FOB/Ex-cellar price or the retail price band per bottle quoted at the time of entry must accurately represent the Entry's predicted retail price and not a discounted or promotional price and must be valid for 6 months after publication of the Competition results.
- 4.9. Any major discrepancies between the FOB/Ex-cellar price or the retail price per bottle quoted at the time of entry and the eventual retail price, except for factors outside of Entrant's control (including tax and duty), may result in the Entry's medal being withdrawn, and future participation in the Competition may be prohibited.

## 5. Payment

5.1. The Entry Fee may be paid online by credit or debit card at the time of submitting the Entry Form via the Competition Platform.

- 5.2. The Entry Fee may also be paid by cheque or bank transfer in accordance with the payment instructions contained in the invoice made available for download after submission of the Entry Form via the Competition Platform. Additional fees apply to payment by cheque or bank transfer. Entrants must bear all applicable bank charges for remittance (if any).
- 5.3. The deadline for payment of the Entry Fee is indicated on the Website. An Entry will not be included in the Competition where the Entry Fee has not been received by Decanter by the deadline.
- 5.4. 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.

#### 6. Delivery, Risk and Title

- 6.1. Four (4) samples of each Entry must be submitted to Decanter in accordance with these Rules. An exception to this is Bag in Box & Wine Pouches where only two (2) samples are required per entry.
- 6.2. It is Entrant's responsibility to ensure that the Entries are delivered to Decanter in accordance with the deadlines detailed on the Website.
- 6.3. Entrant may deliver the Entries:
  - 6.3.1. directly to the Decanter Warehouse (please click here for more information); or
  - 6.3.2. to the Shipping Agent's depot for consolidated shipment (please click <a href="here">here</a> for more information); or
  - 6.3.3. hand delivered to the Decanter stand at specified trade shows (please <u>click</u> here for more information)
- 6.4. Please go to 'Shipping' for further terms, fees and restrictions which apply to each delivery option. Shipping must be paid for as part of the entry process and shipping costs are not refundable in any circumstances.
- 6.5. If you wish to use the Shipping Agent, please ensure you select the consolidated shipping option when submitting your Entry, as an additional payment is required if using this service. For any Entries that are sent via the Shipping Agent and are not paid for at time of entry, payment will be sought by Decanter. Failure to pay for this service will result in Entries being removed from the Competition.
- 6.6. Entries that arrive after the deadline dates or that are delivered to the Decanter office in London will not be accepted.
- 6.7. Decanter recommends the use of its Shipping Agent, depending on the country from which the Entry will be sent. This will be a more cost effective method and will help ensure the safe arrival of the Entry. If Entrant is unable to use the Shipping Agent, Decanter recommends that Entrant uses a shipper that allows Entrant to track its delivery to confirm that its Entry has arrived.
- 6.8. It is Entrant's responsibility to contact the Shipping Agent or its courier company to confirm the delivery deadline, address and documentation required.
- 6.9. Entrants will be responsible for payment of all delivery charges, duties, taxes, insurances and storage. All such charges must be paid by Entrant in advance of receipt of the Entry by Decanter. Where Entrant uses the Shipping Agent, it is Entrant's responsibility to pay all delivery charges up to the Shipping Agent's depot.
- 6.10. If an Entrant is sending wines from the European Union, the Entrant will have to pay excise and duty before sending the Entries to the UK.
- 6.11. Entrant must inform its courier that Entrant, as the consignor or sender, will pay all duties, VAT, and tax, otherwise the Entries will not be accepted by the Logistic Partner and will be destroyed by UK customs.
- 6.12. Entries must be Delivered Duty Paid (DDP). Instructions to complete the import declaration should be given to Entrant's forwarder/courier company by Entrant. Entrants must choose 'shipper accept all charges' on the documentation provided by Entrant's courier company. Entrants are responsible for

any fees related to the import declaration. Entries cannot be accepted by our Logistic Partner if the charges associated with shipping have not been paid. Any penalty and additional cost incurred from the non-compliance of declaration requirement in the UK will be borne by Entrant. The Logistic Partner does not have an excise number. The Logistic Partner's VAT number is: GB 619 3804 30.

- 6.13. It is the Entrant's responsibility to ensure that Entries arrive in good condition.
- 6.14. Entrant must complete and affix the delivery label, which can be downloaded by Entrant in its online account after submission of the Entry Form, on the outside of the box. Entrant must indicate the name of its company and the Entry on the outside of the box to assist the Logistic Partner in correctly identifying the Entry when it arrives.
- 6.15. Entrant will receive an automated email confirmation when all samples for all its Entries have been received at the Decanter Warehouse and checked by Decanter. Entrants can also check the status of its delivery by logging in to its online account.
- 6.16. Decanter will notify Entrant in case of discrepancies between the Entry received and the Entry in Entrant's online account. If Decanter does not hear from Entrant within the deadline, Decanter will use the information on the Entry label on the bottles received by Decanter and update the Entry in the Decanter system accordingly. Once the Entries are judged, no changes can be made to the Entry details.
- 6.17. Hand delivery in accordance with Clause 6.3.3 is only available to exhibitors at the fair where such Entry is submitted, and only Entries that are registered will be accepted by Decanter.
- 6.18. The Entries will be transported at Entrant's risk and it will be Entrant's responsibility to arrange adequate insurance. Decanter and the Logistic Partner will not be liable for any loss or damage to the Entries whatsoever whilst the Entries are in the possession of Entrant, the Shipping Agent, or at any stage during the delivery process.
- 6.19. Title (i.e. ownership) of the Entries will pass to Decanter upon receipt of the Entry to the Decanter Warehouse.
- 6.20. Refunds will not be issued after the Competition deadline for any cancellations, late deliveries, or non-deliveries.
- 6.21. Upon completion of the Competition, any unopened Entries will be destroyed or sold to raise money for charities selected by Decanter. Leftover Entries will not be returned or available for collection.

## 7. The Competition

- 7.1. Entries are organised for tasting by country, region, colour, grape, style, vintage, and price, to ensure that wines are judged in flights against their peers. More information on the price brackets can be found here.
- 7.2. The Entries will be judged by blind tasting by a panel of judges. More information on the judges can be found <u>here</u>.
- 7.3. All Gold medal winning Entries will be re-tasted and Platinum medals will be awarded to the best Gold medal winning Entries.
- 7.4. All Platinum medal winning Entries will then compete for the 'Best in Show' accolade.
- 7.5. In a separate tasting in the final round, all Value Golds (retail price under £15) are retasted by the Co-Chairs to select the Top Value wines of the competition.
- 7.6. The judges' decisions will be final and will not be open to challenge.
- 7.7. Entrants will not have any involvement in the appointment of the judges.

### 8. Winners

- 8.1. Entrants will be emailed to inform them when the results of the Competition are available via their online account. Entrants will only be able to view the results for their Entry until the full results are made public.
- 8.2. The winning Entries in all Classes will be published on completion of each Competition and winning Entrants acknowledge and agree that Decanter may publish details and particulars of the winning Entries
- 8.3. All the winning wines will be published on our website, <a href="www.decanter.com">www.decanter.com</a>, and in a digital edition of the Decanter World Wine Awards. The Best in Show and Platinum winners will be featured in print in a special Decanter World Wine Awards issue of Decanter. All winning Entries will be published according to Decanter's format which is 'Producer, Wine Name, Sub Region, Region, Country, Vintage'. 'Producer Name' and 'Wine Name' may therefore be changed from that originally submitted by Entrant in order to ensure that Decanter's records reflect the information displayed on the Entry's front label allowing for easy identification by consumers.
- 8.4. Winning Entrants agree that they will take part in any publicity which is reasonably required by Decanter.
- 8.5. Entrants agree that Decanter may photograph and reproduce photographs of Entrants and/or winning Entries.

## 9. Promoting winning Entries

- 9.1. Winning Entrants will be sent full details of how they can promote medal-winning Entries, including through Bottle Stickers and other point-of-sale material. Please click <a href="here">here</a> for further information.
- 9.2. The Decanter word marks and logos (including the medals) are the property of Future Plc and any use of such marks by winning Entrants is under licence. Any unauthorised use, reproduction or alteration is strictly prohibited.
- 9.3. Winning Entrants may only use the Decanter logos accessible <a href="here">here</a> on their printed and digital marketing material to publicise their winning Entries. The Decanter logos may not be used on bottles without prior written authorisation from Decanter.
- 9.4. Winning Entrants may purchase Bottle Stickers to promote their winning Entries. Bottle Stickers may only be purchased and used by winning Entrants.
- 9.5. Entrants agree that they will only use Decanter's name, logo and Bottle Stickers to promote specific winning Entries and not to promote their whole range. Only the winning Entries may be promoted as winners of the Competition.
- 9.6. Medals may only be displayed against, and Bottle Stickers may only be affixed to, winning Entries of the appropriate medal, correct vintage from the relevant awarding year of the Competition. Furthermore, such wines must adhere to the same criteria (for example, Residual Sugar, Style, Oaking, Bottle Size etc.) as those selected for the Entry on the online Competition Platform.
- 9.7. If your Entry has multiple labels and/or names (eg. for use in different sales markets), notice must be sent to awardswinequeries@decanter.com and permission received to use the result and any associated medals for such wines. Such permission must be sought prior to the judging week. Permission will not be given to use an Entry's result in such a way after the commencement of the judging week. Please note it is Decanter policy that, even if a wine is bottled under multiple labels, it is only allowed one opportunity to be evaluated by our judges; multiple entries are not allowed.
- 9.8. Entrants must at all times comply with the Brand Guidelines accessible <u>here</u>, and any instructions provided by Decanter from time to time, when using Decanter's name, logos and Bottle Stickers.
- 9.9. 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.
- 9.10. Winning Entrants will be able to download their certificates via their online account.

- 9.11. Decanter reserves the right to revoke the rights granted under these Rules at any time upon 14 days' notice.
- 9.12. Unauthorised use, reproduction or alteration of the Decanter word marks, logos, medals and Bottle Stickers may result in the medal being withdrawn and future participation in the Competition may be prohibited.

#### 10. General

- 10.1. 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.
- 10.2. 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.
- 10.3. Nothing in these Rules shall be construed as creating a partnership, joint venture or agency relationship between Entrant and Decanter.
- 10.4. 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.
- 10.5. 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.
- 10.6. 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.
- 10.7. 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.futureplc.com/privacy-policy/
- 10.8. 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.
- 10.9. 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.
- 10.10. 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.
- 10.11. 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.