



# COMPETITION TERMS AND CONDITIONS

**Gin of The Year™**

## **1. Definitions and Interpretation**

1.1 In these Terms and Conditions unless the context otherwise permits, the following words shall have the following meaning: -

‘Business Days’ shall mean a day (other than a Saturday or a Sunday) when banks in Hong Kong are open for business.

‘Competition’ shall mean Gin of The Year™ and any other competitions held by Gin of The Year™.

‘Data’ shall mean all information recorded upon the Entry Form by the Entrant.

‘Entrant’ shall mean the producer/importer/retailer of the Entry.

‘Entry/Entries’ shall mean the Wines entered into the Competition by the Entrant.

‘Entry Fee’ shall mean the appropriate entry fee as set out in the Entry Form.

‘Entry Form’ shall mean the Competition Entry Form

‘Gin of The Year™’ shall mean Peak Publishing Ltd.

‘Gin of The Year™ Cellars’ shall mean the warehouse appointed by Gin of The Year™ from time to time.

‘Gin of The Year™’s Bank Account’ shall mean the bank account held by Gin of The Year™ details of which are contained in the Entry Form.

‘Legal Information’ shall mean the name and address of the producer, the alcohol content, the volume and the contents of the Entry or such other information required by law in the country of origin.

‘Marketing Strategy’ shall mean Gin of The Year™’s marketing and advertising strategy from time to time.

‘T&Cs’ shall mean these Terms and Conditions.

‘Website’ shall mean [www.ginoftheyear.org](http://www.ginoftheyear.org)

1.2 The section headings are included for convenience only, and have no legal effect.

1.3 References to sections are references to sections of these T&Cs.

1.4 Words importing the singular include the plural and vice versa.

1.5 These T&Cs, the Entrant's completed Entry Form set out the entire agreement between the Entrant and Gin of The Year™ in respect of the Entrant's participation in the Competition and in the event of any conflict between them, these T&Cs shall prevail.

1.6 By submitting the Entry Form to Gin of The Year™, the Entrant agrees to be bound by these T&Cs.

## **2. Application Process**

2.1 The Entrant must enter the Competition by submitting an Entry Form to Gin of The Year™, paying the Entry Fee and delivering the Entries to Gin of The Year™ in accordance with section 5.

2.2 The Entry Form must be completed in writing or online, and submitted to Gin of The Year™ by email, or online. It is the Entrant's responsibility to ensure they obtain confirmation that an Entry Form sent by email has been received by Gin of The Year™. Gin of The Year™ will not accept any liability for any undelivered Entry Forms.

## **3. The Entries**

3.1 Entries will only be accepted if they are produced in commercial quantities and are of sound marketable quality from a commercial batch.

3.2 All Entries must be finished and in their final container and sealed with the final seal.

3.3 Temporary labels may be applied to the final container but must include Legal Information and lot numbers.

3.4 Entries must not contain any illegal additives.

3.5 Tank samples will not be accepted as Entries into the Competition.

3.6 In the event that the Entrant is not the producer of the Entries, the Entrant warrants that it has all necessary consents and permissions to enter the Entry into the Competition. The Entrant will indemnify Gin of The Year™ for any claims which arise as a result of the Entrant submitting an Entry which it does not have the authority to submit.

#### **4. Payment**

4.1 Each Entry Form must be accompanied by full payment of the Entry Fee.

4.2 For Entries submitted online, the Entry Fee must be paid online.

4.3 Entry Fee payments must clear into Gin of The Year™'s Accounts before the Entry in respect of which the Entry Fee has been paid, will be judged.

4.4 No refund or credit of an Entry Fee will be given in any circumstances, including but not limited to 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 Gin of The Year™ in accordance with the deadlines detailed in the Entry Form.

5.2 The Entrant may deliver the Entries directly to Gin of The Year™.

5.3 One sample of each Entry must be submitted to Gin of The Year™ direct or to the Agent.

5.4 Each Entry must be accompanied by a copy of the completed Entry Form and the outside of the container containing the Entry must show the company name and address of the Entrant.

5.5 The Entrant will be responsible for all delivery charges, taxes, customs duty, insurance and storage. All such charges must be paid by the Entrant in advance of receipt of the Entry by Gin of The Year™.

5.6 The Entries will be transported at the Entrant's risk and it will be the Entrant's responsibility to arrange adequate insurance. Gin of The Year™ will not be liable for any loss or damage to the Entries whatsoever whilst the Entries are in the possession of the Entrant, the Agent or at any stage during the delivery process.

5.7 Title in the Entries will pass to Gin of The Year™ upon receipt of the Entry to Gin of The Year™.

5.8 Gin of The Year™ will not be responsible to the Entrant for any loss or damage to

the Entries whatsoever, whilst in Gin of The Year™'s possession prior to or during the Competition.

5.9 In the event of loss or damage to the Entry, whilst in the possession of Gin of The Year™ prior to the Competition, the Entrant will be required to submit a replacement Entry at their own expense.

5.10 Upon completion of the Competition, any unopened Entries will be disposed of at the discretion of Gin of The Year™ and/or warehousing contractor.

## **6. The Competition**

6.1 Where possible Entries will be judged in the category they have been entered into.

6.2 In the event of insufficient Entries in any particular category, Entries may, at Gin of The Year™'s discretion and without reference to the Entrant, be placed in another category.

6.3 The judging process will be entirely confidential and no details will be released concerning the judging process and reasoning. No feedback of any nature will be given.

6.4 All award and trophy decisions are of an editorial nature. Gin of The Year™'s decisions will be final and will not be open to challenge.

6.5 Entrants will not have any involvement in the appointment of the judging board.

## **7. Winners**

7.1 Winning Entrants agree that they will take part in any publicity which is reasonably required by Gin of The Year™.

7.2 The names of all winners will be published on completion of each Competition.

7.3 Winning Entrants agree that Gin of The Year™ may publish details and particulars of the winning Entries.

7.4 Entrants agree that Gin of The Year™ may photograph and reproduce photographs of Entrants and/or winning Entries.

7.5 Entrants agree that they will only use Gin of The Year™'s name and to promote specific winning Entries and not to promote their whole range. Only the winning Entries

may be promoted as winners of the Competition.

7.6 Winning Entrants will cease to use the Gin of The Year™ name and logo at any time upon 14 days notice from Gin of The Year™ requiring them to do so.

7.7 Winning Entrants may publicize their award provided the year in which it was won is stated.

7.8 The Gin of The Year™ logo is the property of the Gin of The Year™ and any unauthorized use, reproduction or alteration is strictly prohibited.

## **8. General**

8.1 Gin of The Year™ may vary these T&Cs at any time without notice to the Entrants. Any revision of these T&Cs will be placed upon the website without notice to Entrants. In the event that the Entrant does not agree to be bound by any amended T&Cs, they must withdraw from the Competition.

8.2 All Data will be held on databases operated and maintained by Gin of The Year™ or its IT suppliers. Such data will be used for the purposes of maintaining business contact records, updating Entrants on Gin of The Year™s and Gin of The Year™ Group's activities and for use upon the Website.

8.3 Notices shall be in writing and shall be delivered by hand or sent by pre- paid first class post to Gin of The Year™ at their head office address and to the Entrant at the address set out on the Entry Form. Notices shall not be valid if sent by email.

8.4 Any waiver by Gin of The Year™ of a breach of any of the Entrant's obligations under these T&Cs shall not amount to a waiver of any subsequent breach of the same obligation or any other obligation under these T&Cs.

8.5 Any breach of these T&Cs will result in disqualification from the Competition.

8.6 Gin of The Year™ reserves the right to cancel the Competition at any stage, and for any reason including circumstances which are outside of Gin of The Year™ 's control.

8.7 In the event of a dispute, Gin of The Year™s decision will be final.

8.8 These T&Cs shall be governed by and construed in accordance with the laws of the

Hong Kong Special Administrative Region. Each party irrevocably agrees to submit to the exclusive jurisdiction of the Courts of Hong Kong over any claim or matter arising under or in connection with this Agreement or the legal relationships established by this Agreement.