

## **Award Entries Terms of Business**

Thank you for choosing Smee and Ford to support you and your business. Smee and Ford is part of MiExact a company incorporated in England and Wales under number 1964639 whose registered office is at 5th Floor, 10 Whitechapel High Street, London, UK, E1 8QS. ("We"/"Us"/"Our").

### **1. How your Agreement with Us works**

- a. Your ("Your" / "You") Agreement with Us is made up of the relevant order form, these General Terms of Business and the specific Terms and Conditions applicable to the services and products that We have agreed to provide to You ("the Agreement"). The services and products covered by each individual set of Terms and Conditions are described at the beginning of the Order Form ("Order Form").
- b. To the extent that there is any conflict between these General Terms of Business and a specific set of Terms and Conditions, the relevant product or service Terms and Conditions will prevail.
- c. This Agreement is a contract between the customer organisation or individual identified as the customer in the Order Form for Our products and services and Us (the entity set out above).

### **2. General Terms of Business**

- a. This Agreement is governed by English law and the courts of England will have exclusive jurisdiction to settle any disputes arising out of or in connection with this Agreement.
- b. We reserve the right to revise these General Terms of Business or any specific set of Terms and Conditions at any time.
- c. The documents comprising this Agreement (together with any documents referred to herein) contain the entire agreement and understanding between us and supersede all prior agreements, understandings or arrangements (both written and oral) relating to the subject matter of this Agreement.
- d. This Agreement applies to the exclusion of all other terms and conditions (including any which you purport to apply under any purchase order, confirmation of order, specification or other document).
- e. Notices required under this Agreement will be sent by email to the email address on the Order Form or as otherwise agreed in writing for such purpose. Notice by email is deemed effective three hours from transmission. We may also give you notice via Our relevant brand website and such notice is deemed effective at the time at which it appears on the relevant website.
- f. You agree to the electronic means of communication, set out in (e) above, and you acknowledge that any communications that we send to you electronically comply with any legal or contractual requirement that such communication be made in writing.
- g. You acknowledge that in contracting with Us you have not relied on, and will 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 of Business.
- h. Nothing in this Agreement will require Us to do or omit to do anything which would contravene any applicable laws or regulations to which We are subject.
- i. You may not assign, sub-license, subcontract or otherwise transfer to any third party (including any company within your corporate group, if applicable) any of your rights or obligations under this Agreement. We may assign, sub-license, subcontract or otherwise transfer to any third party (including any company within our corporate group) any of Our rights or obligations under this Agreement at any time and without notice.

- j. In the event that any provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement will remain valid and enforceable.
- k. Termination or expiration of the Agreement between Us will not affect the continuance in force of any provision of this Agreement which is expressly or by implication intended to survive termination.
- l. You will indemnify and hold Us, Our employees, agents, officers, directors, and other representatives, harmless from and against all costs, losses, liabilities, and expenses which any of the foregoing may suffer or incur arising out of or in connection with your breach of this Agreement.
- m. Nothing in this Agreement will operate to exclude or limit Our liability for death or personal injury caused by Us, Our employees or subcontractors, negligence or, for any fraudulent misrepresentation by any of the foregoing or for any other liability which cannot be excluded or restricted by law. Subject to the foregoing, We will not be liable to You under or in connection with this Agreement for any loss of profits, loss of or damage to data, loss of anticipated savings or interest, loss of revenue or loss of or damage to goodwill or for any indirect, special, economic or consequential damages, claims, losses or expenses of any kind.
- n. We will have no liability to you for any failure or delay in performing any obligation under this Agreement as a result of any event beyond Our or Our subcontractors' reasonable control.
- o. Where this Agreement uses the words 'include' and 'including', these are illustrative and not limiting.
- p. We shall have the right to announce our business relationship with you publicly, including by announcements on social media.
- q. We will use any personal information provided by you in relation to your authorised users in accordance with Our Privacy Policy which can be found on Our website.

### **3. Anti-Bribery and Sanctions**

- a. You warrant that you will:
  - i. comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;
  - ii. comply with such of Our codes of conduct and anti-bribery and anti-corruption policies as are notified to you from time to time; and
  - iii. promptly notify Us of any request or demand for any undue financial or other advantage of any kind received by You or on Your behalf in connection with this Agreement.
- b. We are part of a large corporate group which pledges to trade legally and respect all laws including the Trade Sanctions imposed by EU and US Governments. We operate a Group Sanctions Policy which means that We cannot accept orders from individuals or organisations based or residing in, or connected with, a country or organisation which is subject to EU or US Government sanctions. We reserve the unconditional right to refuse to accept an order from any such person or organisation.
- c. Notwithstanding anything else in this Agreement, breach by You of the foregoing Anti-Bribery and Sanctions provisions will be deemed a material breach of this Agreement.

### **Awards Entries Terms and Conditions**

When you apply to enter into a competition for an award in recognition of a particular achievement run by Us (an "Award"), your agreement will be subject to the terms and conditions below ("Awards Entries Terms and Conditions").

### **1. Scope of these Awards Entries Terms and Conditions**

- a. These Awards Entries Terms and Conditions govern your application for entry into the Awards (as defined on the relevant entry form, which for the purposes of this Agreement will be deemed to be the Order Form).
- b. The Awards are organised by Us (being the entity set out above).
- c. We will publish entry criteria for each Award and will make those entry criteria available on the relevant website.

### **2. Awards Entries**

- a. Awards entrants must be at least 18 years of age at the date of entry and must comply with any further age or eligibility requirements set out in the entry criteria. We may demand proof of compliance with eligibility requirements from entrants.
- b. Our (and any of Our group companies) Employees, agents and family members of those employees and agents may not enter into the Awards. Otherwise, entry into the Awards is open to all organisations and individuals who meet the entry criteria.
- c. All entries must be submitted in English, submitted online, and comply with the entry criteria.
- d. All entries must be received by Us by the date specified in the entry criteria in order to qualify for an Award.
- e. You may only submit the same project in a maximum of two categories.
- f. We accept no responsibility or liability for any unsubmitted, or incomplete entries and all such entries will be deemed invalid.
- g. All entries correctly submitted by the relevant date and meeting the criteria will move to the next stage, to be reviewed by a panel of independent judges.
- h. Any entries not meeting clause 2(g) will be notified by email.
- i. There may be an entry fee payable. All entry fees are strictly non-refundable, and payment will become due and payable when you start your entry.
- j. We may, at Our sole discretion and without notice or liability to any entrants, alter any aspect of or cancel any categories as a result, entries may be reallocated to appropriate categories. Where we cancel a category and there is no suitable alternative to reallocate Your entry to, You will be issued a refund in full of the price paid. Where we alter an event, your entry will be transferred to the alternative event within 12 months of the original event date. Where a suitable alternative event is not available, You will be issued with a full refund of the fee paid for entry.

### **3. Entry Prices and Payment**

- a. There may be a fee for submitting an entry. These fees are set out on the relevant entry platform or can otherwise be obtained from us upon request.
- b. Prices may be subject to change from time to time without notice to you.
- c. Payment can be made by credit or debit card when You start your entry or by invoice. If an invoice is requested payment is due immediately on receipt of this invoice.
- d. We reserve the right to disqualify Your entry at any time if payment is not made.
- e. If You do not pay within the specified period We may, in addition to Our other rights and remedies, charge interest at 4% per annum above the base rate of Barclays Bank PLC in force from time to time.
- f. All prices exclude VAT, which will be added at the prevailing rate at the time payment is made.

### **4. Judging and shortlist**

- a. The entries will be judged by a panel of independent judges and a list of judges can be found on the event website.

- b. The judges are required to disclose to Us any entry which may involve or give rise to a conflict of interest, or potential conflict of interest.
- c. The judges reserve the right to re-classify or reject any entry that does not comply with the entry criteria or with these Awards Entries Terms and Conditions.
- d. In all matters, the decision of the judges will be final, and no correspondence or discussion will be entered into. Appeals on decisions made by judges will not be accepted.
- e. All judges sign a non-disclosure agreement that confirms that they will be not divulge or disclose of any of the content, activity, results, conversations, or presentations in relation to the Awards.
- f. Once the judges have reviewed and scored all the entries, those entries meeting a high enough score based on the entry criteria will join the shortlist of entries.
- g. Unsuccessful entries will be informed by email on the shortlist announcement date outlined on the event website.
- h. Feedback about Your entry can be provided upon request to unsuccessful entries after the live Awards event has taken place.
- i. Successful entries on the shortlist, the lead entrant will receive an embargo email one week prior to the shortlist announcement (date can be found on the event website).
- j. The embargo email and information included in it, is to be treated strictly confidential and should not be communicated outside of your organisation until after the date and time specified in the email.
- k. Some Awards have a second stage of judging, which will require no more than three (3) representatives from Your team/organisation to join a 25-minute virtual presentation with judges from the category entered. You have ten minutes to present three reasons why you should win, followed by 10-15 minutes of question from the panel of judges. Where applicable, time and date of Your presentation will be allocated to you and outlined in the embargo email.

## **5. Awards Ceremony**

- a. We will provide all shortlist entrants with details of the Awards ceremony at which the Awards winners will be announced.
- b. We will contact all shortlisted organisations in advance of the Awards ceremony to offer those organisations the opportunity to book tickets to attend the Awards ceremony. We do not provide free attendance to the Awards ceremony for shortlisted organisations. Any table booking at the Awards ceremony will be subject to Our Awards Table Booking Terms and Conditions.

## **6. Our Use of Awards Entries**

- a. We may use all entries into Awards in furtherance of Our business purposes, including within publicity and marketing for the Awards and the Awards ceremony and as part of a database within Our websites and products. By entering into the Awards, entrants agree to such use without restriction or condition.
- b. We may edit or amend Awards entries as it sees fit for the purposes set out above.
- c. By entering into the Awards, entrants agree to take part in any promotional activity requested by Us and to the relevant individual or organisation's name and photograph being published for the purposes of the Awards and the Awards ceremony and for Our business purposes.

## **7. Limitation of Liability**

- a. Subject to clause 2(m) of the General Terms of Business, Our aggregate liability to you in respect of all losses, liabilities or damage suffered by You arising out of or in connection with this Agreement, howsoever arising and whether in contract, negligence or other tortious action or otherwise, will not exceed the value of sums paid in respect of your sponsorship of the event.

b. You will ensure that We, Our employees, and Our affiliates will not suffer or incur any loss, costs, claims or expenses of any kind arising from or in connection with any act or omission by You (including your registered and/or substitute delegates) during or otherwise in relation to an event.

## **8. Data Protection**

a. This clause sets out the Our responsibilities and that of the Customer in relation to the data protection laws, including Data Protection Act 2018, UK GDPR and any other applicable data protection law ("Data Protection Law"). Any terms or words defined in Data Protection Law and used in this clause relating to personal data shall have the meaning set out in Data Protection Law. Where We process any personal data in relation to services or products under this Agreement, We do so as a data controller on Our own behalf (including in order to comply with its obligations and exercise its rights under this agreement) and shall comply with Data Protection Law in respect of such processing. Where You provide any personal data in relation to this Agreement, You warrant that You do so in compliance with Data Protection Law and that We may, process such data as required or contemplated under this Agreement. You will be responsible for any costs, losses, or expenses We incur or suffer as a result of breach of such warranty.

b. All data collected and processed in connection with this Agreement will be processed in accordance with Our Privacy Notice which can be found on Our website.

c. For further information about data protection and how We use Your data please contact [dataprotection@wilmingtonplc.com](mailto:dataprotection@wilmingtonplc.com). We also encourage You to read our Privacy Notice and Cookies Policy.

d. You acknowledge that you will be contacted by Us under legitimate interest via telephone or email about relevant products and services. You will be given the opportunity to opt out in all future communications.

e. Within the entry platform we require the name, job title, organisation, email, and telephone number of a lead and second entrant. You acknowledge that this information can be used by the event team to contact you about your entry, judging and the awards.

## **12. Force Majeure**

We will not be liable to You for any failure or delay in performing Our obligations where such failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to; power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, pandemic, governmental action or any other event that is beyond Our reasonable control.