



COMPETITION TERMS AND CONDITIONS

European Spirits Challenge™

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 European Spirits Challenge™ and any other competitions held by European Spirits Challenge™.

‘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

‘European Spirits Challenge™’ shall mean Peak Publishing Ltd.

‘European Spirits Challenge™ Cellars’ shall mean the warehouse appointed by European Spirits Challenge™ from time to time.

‘European Spirits Challenge™’s Bank Account’ shall mean the bank account held by European Spirits Challenge™ 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 European Spirits Challenge™’s marketing and advertising strategy from time to time.

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

‘Website’ shall mean www.europeanspiritschallenge.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 European Spirits Challenge™ 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 European Spirits Challenge™, 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 European Spirits Challenge™, paying the Entry Fee and delivering the Entries to European Spirits Challenge™ in accordance with section 5.

2.2 The Entry Form must be completed in writing or online, and submitted to European Spirits Challenge™ 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 European Spirits Challenge™. European Spirits Challenge™ 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 European Spirits Challenge™ 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 European Spirits Challenge™'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 European Spirits Challenge™ in accordance with the deadlines detailed in the Entry Form.

5.2 The Entrant may deliver the Entries directly to European Spirits Challenge™.

5.3 One sample of each Entry must be submitted to European Spirits Challenge™ 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 European Spirits Challenge™.

5.6 The Entries will be transported at the Entrant's risk and it will be the Entrant's responsibility to arrange adequate insurance. European Spirits Challenge™ 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 European Spirits Challenge™ upon receipt of the Entry to European Spirits Challenge™.

5.8 European Spirits Challenge™ will not be responsible to the Entrant for any loss or damage to the Entries whatsoever, whilst in European Spirits Challenge™'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 European Spirits Challenge™ 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 European Spirits Challenge™ 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 European Spirits Challenge™'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. European Spirits Challenge™'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 European Spirits Challenge™.

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

7.3 Winning Entrants agree that European Spirits Challenge™ may publish details and particulars of the winning Entries.

7.4 Entrants agree that European Spirits Challenge™ may photograph and reproduce photographs of Entrants and/or winning Entries.

7.5 Entrants agree that they will only use European Spirits Challenge™'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 European Spirits Challenge™ name and logo at any time upon 14 days notice from European Spirits Challenge™ 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 European Spirits Challenge™ logo is the property of the European Spirits Challenge™ and any unauthorized use, reproduction or alteration is strictly prohibited.

8. General

8.1 European Spirits Challenge™ 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 European Spirits Challenge™ or its IT suppliers. Such data will be used for the purposes of maintaining business contact records, updating Entrants on European Spirits Challenge™s and European Spirits Challenge™ 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 European Spirits Challenge™ 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 European Spirits Challenge™ 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 European Spirits Challenge™ reserves the right to cancel the Competition at any stage, and for any reason including circumstances which are outside of European Spirits Challenge™'s control.

8.7 In the event of a dispute, European Spirits Challenge™'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.