



#ICWA24

Terms and Conditions

1. Definitions and Interpretation

1. In these Terms and Conditions (“**the Ts&Cs**”), unless the context requires otherwise, the following terms shall have the following meanings:

Business Day: a day (other than a Saturday, Sunday or public holiday) in England on which banks in Bristol, or even London, are open for business.

Competition: The Independent Canned Wine Awards, organised by and property of ICWA.

Declaration: as defined within clause 2.3(f).

Entrant: the company who is entering the Entry into the Competition as detailed on the Entry Form.

Entry: the canned wine entered into the Competition by the Entrant as detailed on the Entry Form.

Entry Fee: the entry fee for the Competition as detailed on the Entry Form: £100.00.

Entry Form: the annual entry form for the Competition produced by ICWA.

ICWA: The Independent Canned Wine Awards, whose registered address is at 2 Laurie Lee Close, Barrs Court, Bristol, BS30 7BG.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

2. Headings and sub-headings are included for ease of reference only and shall not affect interpretation of Ts&Cs.
3. The masculine gender includes the feminine and neuter and the singular include the plural and vice versa.
4. These Ts&Cs are incorporated by reference into the Entry Form and by agreeing to and returning the Entry Form to ICWA, the Entrant agrees to be bound by these Ts&Cs.

5. The Entry Form, together with these Ts&Cs, constitute the binding agreement between the Entrant and ICWA in respect of the Entrant's participation in the Competition.

2. Entry Process

1. The Entrant must enter the Entry into the Competition by fulfilling all of:
 - A. Submitting a fully completed Entry Form including Declaration for each Entry to ICWA by email or post in accordance with the addresses and deadlines detailed herein:
 - i. Post: The ICWA, 2 Laurie Lee Close, Barrs Court, Bristol, BS30 7BG; or
 - ii. Email: 'entries@icwa.uk'.
 - B. Delivering **4 samples** of each canned wine Entry to ICWA in accordance with clause 3 (The samples are for judging, verification and marketing use only); and
 - C. Paying the Entry Fee to ICWA in accordance with clause 4.

2. Entries Deadlines

- A. Entry Form and Declarations to be received by ICWA by close of business on Friday 12th April 2024: 12/04/24.
- B. Entry Fees to be received by ICWA by close of business on Friday 12th April 2024: 12/04/24.
- C. Entry samples to be received at ICWA by no later than close of business on Friday 3rd May 2024: 03/05/24.

3. Entries must:

- D. Conform to the specifications detailed within these Ts&Cs and on the Entry Form;
- E. Be of sound marketable quality from a commercial batch;
- F. Be fully finished and in their final container sealed with the final seal.
- G. Not contain illegal additives;
- H. Comply with all other relevant rules, regulations and legislation; and
- I. Be accompanied by a Declaration by the Entrant containing the following technical information about the Entry:

1. alcoholic strength by volume at 20°: % vol

2. total acidity: mEq/l
 3. sugars (glucose + fructose): g/l
 4. total sulphur dioxide content: mg/l
 5. for sparkling wine, excess pressure from CO₂: bar
4. The Entries may have temporary labels, subject to the samples being clearly identifiable, and entry forms submitted including all the information required to comply with all relevant rules, regulations and legislation.
 5. The Entrant warrants that it has obtained all necessary consents and permissions to enter the Entry into the Competition and that the Entry does not infringe the Intellectual Property Rights of any third party. The Entrant shall indemnify ICWA from and against all expenses, liabilities, losses, demands, costs, claims, damages and proceedings in respect of, or connected with, or resulting from, the Entrant's failure to obtain any such necessary consents and permissions and/or the infringement of the Intellectual Property Rights of any third party.
 6. IEWA reserves the right to disqualify from the Competition any Entries submitted in breach of this clause 2.
 7. Please note that ICWA is neither an 'accredited organiser' nor an 'organoleptic assessment panel' as defined in relevant regulation and legislation. Consequently ICWA can only consider Entries that have already gained the entitlement to use and display the term 'wine'.

3. Delivery

1. The Entrant must deliver the Entries to ICWA's registered address in accordance with the details and deadlines detailed within Clause 2.2(c) and this Clause 3.
2. The Entrant shall be responsible for all and any delivery charges, taxes, and duties.
3. The Entries shall be delivered at the Entrant's own risk and it is the Entrant's responsibility to arrange adequate insurance. ICWA shall not be liable for any loss or damage caused to the Entries whatsoever during the delivery process.
4. 4. The title in the Entries shall pass to ICWA upon ICWA's receipt of the Entry at its address. Any samples sent will not be returned.

4. Payment

1. The Entry Fee of £100.00 per Entry must be paid by the Entrant by via the website shop portal at www.icwa.uk, or bank transfer or by Friday 12th April 2024 12/04/24) (according to the payment terms and deadlines detailed within Clause 2.2(b) and this Clause 4 (NB ICWA is not a VAT registered company, so VAT is not applicable).
2. ICWA reserves the right to disqualify from the Competition any Entries for which ICWA does not receive payment of the Entry Fee as detailed and in cleared funds by the payment deadlines.
3. No refund or credit of any Entry Fee shall be provided by ICWA including but not limited to circumstances where the Entry is disqualified, withdrawn, lost, damaged, or does not win a medal.
4. Entrants are able to withdraw from the ICWA following entry. If the withdrawal is within 10 working days a full refund will be given. After that time the decision will be at the discretion of the ICWA. In either event, any samples sent will not be returned.

5. Competition

1. Categories

1. There is no limit to the number of Entries entered into the Competition by the Entrant.
2. The Entrant must specify on the Entry Form within which product category the Entrant wishes an Entry to be judged.
3. The product categories are as follows: White; Rosé; Orange; Red; White Sparkling; Rosé Sparkling; Spritzer; Dealcoholised.
4. Entries entered into previous Competitions are permitted.
5. All entrants will be evaluated within a peer group of similar wines as above. However, the ICWA reserves the right to re-allocate entrants in the event of insufficient Entries in any particular category, without recourse to the Entrant.

2. Judgements

1. The Entrant must disclose any direct or indirect link it has to any of the ICWA judges. This will enable steps to be taken where necessary to ensure that the judging is not compromised.
2. Subject to clause 5.7, all Competition judgments are final and the Competition process and the reasoning behind all judgments shall remain confidential.
3. ICWA will provide feedback to the Entrant on the Entrant's Entry at the Entrant's request. In any event this a standard part of the process.

3. Medal Winners & Publicity

- 1.** ICWA shall announce winning Entries to the Entrants as soon as reasonably possible after the Competition.
- 2.** ICWA may, and the Entrant agrees that ICWA may, at its discretion:
 - 1.** Publish the names and particulars of all winning Entries in all categories on completion of the Competition;
 - 2.** Photograph any Entry and reproduce photographs of any Entry on ICWA's website and/or in any marketing literature, including but not limited to social media, advertisements, posters and publications; and
 - 3.** Use all information detailed within the Entry Form for the purposes of maintaining business contact records, updating Entrants on ICWA's activities, and for use upon ICWA's website.
- 3.** Winning Entrants shall take part in any publicity reasonably required by ICWA.
- 4.** Winning Entrants may publicise the winning Entry's award provided:
 - A.** The Entrant only uses the ICWA name, logo and winner's marketing materials to promote the specific winning Entry and not to promote the Entrant's whole range; and
 - B.** The Entrant states the year in which the award was made.
- 5.** An award may be withdrawn if details submitted relating to the entry are inaccurate and/or independent analysis/checks fails to confirm their accuracy.
- 6.** Winning Entrants shall cease using the ICWA name and logo upon receipt of 14 days' notice from ICWA.

6. Intellectual Property

- 1.** ICWA is the owner of the ICWA logo and any unauthorised use, reproduction or alteration is strictly prohibited.
- 2.** Nothing in these Ts&Cs shall result in the transfer of ownership to the Entrant of any Intellectual Property Rights belonging to ICWA.

7. Limitation of Liability

1. Subject to clause 7.3, ICWA shall under no circumstances be liable to the Entrant, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with this agreement.
2. Without prejudice to clause 7.1 and subject to clause 7.3, ICWA's total liability to the Entrant in respect of all losses arising under or in connection with this agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 100% of the Entry Fee paid by the Entrant.
3. Notwithstanding any other provision of this agreement, ICWA's liability shall not be limited in any way in respect of the following:
 - A. Death or personal injury caused by negligence;
 - B. Fraud or fraudulent misrepresentation; or
 - C. Any other losses that cannot be excluded or limited by applicable law.

8. General

1. Assignment.
 1. ICWA may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under this agreement and may subcontract or delegate in any manner any or all of its obligations under the agreement to any third party.
 2. The Entrant shall not, without the prior written consent of IEWA, assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under this agreement.
2. Notices.
 1. Any notice or other communication required to be given under these Ts&Cs shall be in writing, by either email or sent by prepaid first-class post to each party required to receive the notice of communication as set out below:
 - A. ICWA: ICWA's given address;
 - B. Entrant: the address set out on the Entry Form; or as otherwise specified by the relevant party by notice in writing to each other party.

2. A notice or other communication shall be deemed to have been received; if sent by pre-paid first class post, at 9.00 am on the second Business Day after posting; if by email, at 9.00 am on the first Business Day after sending.
3. The provisions of this clause 8.2 shall not apply to the service of any proceedings or other documents in any legal action.

3. Severance.

If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the agreement.

4. Waiver.

No failure or delay by ICWA in exercising any right or remedy provided under these Ts&Cs or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

5. Entire Agreement.

- A. These Ts&Cs and the Entry Form constitute the entire agreement between the parties in relation to its subject matter, and replaces and extinguishes all prior agreements, draft agreements, arrangements, undertakings or collateral contracts of any nature made by the parties, whether oral or written, in relation to such subject matter.
- B. Each party acknowledges that in entering into this agreement it is not relying on, and shall have no rights or remedies (whether in tort, under statute or otherwise) in respect of any statements, collateral or other warranties, assurances, undertakings or representations (whether innocently or negligently made) that are not set out in this agreement.

6. No partnership or agency.

Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor constitute either party the agent of another party for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

7. Third parties.

A person who is not a party to this agreement shall not have any rights to enforce its terms. No party shall acquire rights pursuant to the Contracts (Rights of Third Parties) Act 1999.

8. Variation.

ICWA may vary these Ts&Cs at any time without notice to the Entrants. Any such variation made by ICWA shall be placed upon ICWA's website at www.iewa.uk. In the event that the Entrant does not agree to be bound by the variation, it must withdraw any Entries from the Competition. No variation may be made by the Entrant without the prior written consent of ICWA.

9. Governing law.

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England.

10. Jurisdiction.

Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).