

# Asia Wine Challenge

## COMPETITION TERMS AND CONDITIONS

PEAK PUBLISHING LIMITED (CWSA)

### 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 the Asia Wine Challenge, and/or any other competitions held by CWSA.

‘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 wine, spirits or any other beverages 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

‘AWC’ shall mean Asia Wine Challenge

‘CWSA’ shall mean Peak Publishing Limited.

‘AWC Cellars’ shall mean the warehouse appointed by CWSA from time to time.

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

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

‘Website’ shall mean [www.asiawinechallenge.org](http://www.asiawinechallenge.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 CWSA 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 signing and returning the Entry Form to CWSA, 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 CWSA, paying the Entry Fee and delivering the Entries to CWSA in accordance with section 5.

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

2.3 Scans of Entry Forms must be sent to [support@asiawinechallenge.org](mailto:support@asiawinechallenge.org) and must be accompanied by payment particulars as detailed in section 4.

2.4 The Entrant must retain at least one copy of the Entry Form for the purposes of section 5.7.

## 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.

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 CWSA 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 or by bank transfer.

4.3 For Entries submitted in writing by email the Entry Fee must be paid online or by bank transfer in accordance with the payment instructions contained in the Entry Form.

4.4 Entry Fee payments must clear into CWSA's Bank Account before the Entry in respect of which the Entry Fee has been paid, will be judged.

4.5 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 AWC Cellars in accordance with the deadlines detailed in the Entry Form.

5.2 The Entrant may deliver the Entries directly to AWC Cellars.

5.3 Samples must be sent in appropriate numbers and with proforma invoices in strict compliances to instructions given by CWSA from time to time.

5.4 Each Entry must be accompanied by the proforma invoice provided by CWSA 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 CWSA.

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

5.8 CWSA will not be responsible to the Entrant for any loss or damage to the Entries whatsoever, whilst in CWSA'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 CWSA 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 destroyed or donated in favour of charities.

## 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 CWSA'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 The judges' decisions will be final and will not be open to challenge.
- 6.5 Entrants will not have any involvement in the appointment of the judges.

## 7. Winners

- 7.1 Winning Entrants agree that they will take part in any publicity which is reasonably required by CWSA.
- 7.2 The names of all winners will be published on completion of each Competition.
- 7.3 Winning Entrants agree that CWSA may publish details and particulars of the winning Entries.
- 7.4 Entrants agree that CWSA may photograph and reproduce photographs of Entrants and/or winning Entries.
- 7.5 Entrants agree that they will only use AWC'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 AWC name and logo at any time upon 14 days notice from CWSA 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 AWC logo is the property of the CWSA and any unauthorized use, reproduction or alteration is strictly prohibited.

## 8. General

8.1 CWSA 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 CWSA. Such data will be used for the purposes of maintaining business contact records, updating Entrants on CWSA's and CWSA Group's activities and for use upon the Website.

8.3 Notices shall be in writing and shall be delivered by hand, facsimile or sent by pre-paid first class post to CWSA at their head office address and to the Entrant at the address set out on the Entry Form. A notice sent by facsimile to the fax number of the relevant parties shall be deemed to have been received at the time of transmission. A correctly addressed notice sent by pre-paid first class post shall be deemed to have been received 7 Business Days after posting. Notices shall not be valid if sent by email.

8.4 Any waiver by CWSA 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 CWSA reserves the right to cancel, reschedule and move the Competition at any stage, and for any reason including circumstances which are outside of CWSA's control.

8.7 All photos are for illustrative purposes only.

8.8 In the event of a dispute, CWSA's decision will be final.

8.9 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.