

## AWARD TERMS & CONDITIONS

### 1. ABOUT US

- 1.1 **JONES PUBLISHING LIMITED** (company number 06549013) (**we and us**) is a company registered in England and Wales and our registered office is at Acre House, 11/15 William Road, London, NW1 3ER. Our VAT number is 872 7374 90. We operate the brand “**Citywealth**” and associated websites <https://www.citywealthmag.com/> and [www.leaderslist.co.uk](http://www.leaderslist.co.uk).
- 1.2 To contact us, telephone our customer service team at 020 7487 5858 or email us at [clapuste@citywealthmag.com](mailto:clapuste@citywealthmag.com).

### 2. ABOUT THESE TERMS

- 2.1 These Award Terms and Conditions (**Terms**) apply to you if:
- 2.1.1 you submit an entry to one of our Awards;
  - 2.1.2 you purchase a ticket to one of our Award Events; and/or
  - 2.1.3 you are an Award winner and wish to accept the Winner’s Pack and to publicise your Award (whether or not you made a Submission or attended the Award Event).
- 2.2 “**Awards**” means the following awards organised by Citywealth: Brand Management and Reputation Awards; Future Leaders Awards; Powerwomen Awards; The IFC Awards; The Magic Circle Awards; and any other awards which may be organised by Citywealth from time to time.
- 2.3 “**Award Events**” means the in-person or virtual award ceremony.
- 2.4 “**Winner’s Pack**” means the pack including the official Award trophy, official Award logo, use of the editor’s quote in PR communications and the Marketing Licence.
- 2.5 “**Marketing Licence**” means the worldwide, perpetual, royalty-free licence to publicise the Award.
- 2.6 By placing a Submission, purchasing a ticket to an Award Event, or purchasing a Winner’s Pack, you are confirming to us that you have read and agree to be bound by these Terms.
- 2.7 You confirm that you are acting in your capacity as a representative of a business or company and not as a consumer, and you warrant that you have the authority to bind the business and/or company of which you are a representative to these Terms and that such business and/or company will comply with these Terms.
- 2.8 We may revise these Terms at any time. Any changes made to these Terms will be applicable from the date stated at the end of these Terms but will not apply to orders made before the date of change.

### 3. SUBMISSIONS

- 3.1 Please follow the onscreen prompts to complete your entry to the Award (“**Submission**”). Our site allows you to check and amend any errors before completing your Submission. Please check the Submission carefully before confirming it. You are responsible for ensuring that your Submission and any supporting documentation submitted by you is complete and accurate.

- 3.2 After you complete your Submission, you will receive an email from us acknowledging that we have received it, but please note that this does not mean that your Submission has been accepted. Your Submission is not accepted by us until you have paid the applicable Fee in accordance with Clause 6.
- 3.3 Following receipt of the applicable Fee, we will send you a confirmation email confirming our acceptance of your Submission. Submissions will then be presented to the judges for review.
- 3.4 Judges may recommend that a Submission be switched to a different category, and at our discretion we may change a Submission's category.
- 3.5 The Award shortlists are determined by our judges panel in their discretion. Your Submission and payment of the applicable Fee entitles you to be considered only and in no way guarantees that you will be successfully shortlisted for the Award.

#### **4. AWARD EVENT TICKETS**

- 4.1 You may purchase tickets to the Award Event when completing your Submission or you may purchase tickets to the Award Event separately on our site. Please follow the onscreen prompts to complete your ticket purchase.
- 4.2 Following receipt of the applicable Fee, we will send you a confirmation email confirming your booking and tickets to the Award Event.
- 4.3 We do not offer refunds once your Award Event tickets are confirmed. However, we do allow transfers of tickets to a colleague/s (at no extra charge) or you may request a credit note from us. Please contact us if you are unable to arrange for a transfer or credit note.

#### **5. WINNER'S PACK & MARKETING LICENCE**

- 5.1 By making a Submission and/or attending the Award Event, you acknowledge and agree that if you are a winner, your receipt and use of the Winner's Pack is subject to payment of the applicable Winner's Pack Fee.
- 5.2 If you are a winner but did not make a Submission or attend the Award Event, we will contact you to inform you that you have provisionally won the Award and invite you to purchase the Winner's Pack.
- 5.3 The Winner's Pack will be delivered to you by post (free of charge).
- 5.4 If you do not wish to accept the Award and purchase the Winner's Pack, you will not be entitled to issue any publicity in connection with the Awards or use Citywealth IP (as defined in Clause 7.2) and we shall be entitled (at our discretion) to reallocate the Award to a runner up.

#### **6. FEES & PAYMENT**

- 6.1 You must pay the applicable fees (**Fees**) associated with the order you have submitted in accordance with this Clause 6.
- 6.2 The Fees are the prices quoted on our site at the time you submit your order. Our Fees may change from time to time, but changes will not affect any order you have already placed.
- 6.3 Our Fees are exclusive of VAT. Where VAT is payable you must pay us such additional amounts in respect of VAT, at the applicable rate, at the same time as you pay the Fees.

6.4 Payment of the applicable Fees is due in advance. Your Submission or ticket to the Award Event is not confirmed until we have received payment in full. The Marketing Licence is not granted until we have received payment in full.

6.5 We will send you an invoice by email for the applicable fees due. You can pay using bank transfer, BACS, cheque, debit card or credit card. We accept the following cards: Visa, Mastercard and American Express. Cheques should be made payable to Jones Publishing Limited.

## 7. **INTELLECTUAL PROPERTY RIGHTS & PUBLICITY**

7.1 All intellectual property rights in or arising out of or in connection with the Awards and Award Events (other than intellectual property rights in any Submission materials provided by you) will be owned by us.

7.2 Except as expressly permitted by purchase of the Winner's Pack, you must not make any public announcement or issue any press release, or use the logo, brand name, trade mark, creative assets, or any of our intellectual property rights (together the "Citywealth IP") in any promotional materials, advertising, marketing or similar content, whether online or offline, without our prior written approval in each case.

7.3 You agree to grant us a fully paid-up, non-exclusive, royalty-free, non-transferable licence to use (a) any materials provided by you to us for purpose of administering the Awards and associated services; and (b) your company's name and logo on our Awards website and publicity materials (including nominees' and winners' lists).

7.4 You grant us the right to issue publicity relating to the Awards and to use and publish nominees' and winners' names, photographs or likeness, and bios for such purposes.

## 8. **DATA PROTECTION**

8.1 We each agree to comply with the requirements of all applicable laws in force from time to time relating to the use of personal data.

8.2 We process personal data in accordance with the privacy notice available on our website <https://www.citywealthmag.com/privacy-policy>.

8.3 You confirm that you have all necessary notices, consents and lawful bases in place in relation to any personal data you may share with us.

## 9. **LIMITATION OF LIABILITY: YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.**

9.1 Nothing in the Agreement shall limit or exclude any liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation or any other liability which cannot be limited or excluded under applicable law.

9.2 Subject to Clause 9.1, our total liability to the you arising under or in connection with these Terms, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the lesser of: (i) total Fees you have paid to us in the 12 months preceding the date the liability arise or (ii) £1,500.

9.3 Under no circumstances shall we be liable for any indirect or consequential loss.

9.4 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations that is caused by any act or event beyond our reasonable control.

10. **CONFIDENTIALITY**

10.1 Except as expressly permitting in these Terms, we each undertake at any time not to disclose to any person any confidential information concerning the business, affairs, customers or clients of the other party, except to our respective professional advisers (under similar obligations of confidentiality) or as required by law.

11. **NOTICES**

11.1 When we refer to “**in writing**” in these Terms, this includes email.

11.2 Any notice or other communication given by one of us to the other under or in connection with these Terms must be in writing and be delivered personally, sent by pre-paid first class post or other next working day delivery service, or email.

11.3 A notice or other communication is deemed to have been received (a) on signature of a delivery receipt or (b) if sent by email, at the time of transmission, or if this falls outside of business hours (9am-5pm, Mon-Fri) in the place of receipt, when business hours resume.

11.4 The provisions of this Clause will not apply to the service of any proceedings or other documents in any legal action.

12. **GENERAL**

12.1 These Terms represent the entire agreement between you and us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in these Terms.

12.2 We may assign or transfer our rights and obligations to another entity. You may only assign or transfer your rights or your obligations to another person if we agree in writing.

12.3 Any variation of these Terms only has effect if it is in writing and signed by you and us (or our respective authorised representatives).

12.4 If we do not insist that you perform any of your obligations under the Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you or that you do not have to comply with those obligations. If we do waive any rights, we will only do so in writing, and that will not mean that we will automatically waive any right related to any later default by you.

12.5 Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

12.6 These Terms are between you and us. No other person has any rights to enforce any of its terms.

12.7 These Terms are governed by English law and we each irrevocably agree to submit all disputes arising out of or in connection with these Terms to the exclusive jurisdiction of the English courts.

**These Terms were last updated on 28 May 2021**