

## Crew Creator Awards Terms & Conditions (11.09.2025) ("T&Cs")

The terms and conditions for entering the Crew Creator Awards 2026 ("CCA"), which are administered by BOAT International Media Limited ("BIM") are as follows. Please make sure you have read these before submitting an entry to the CCA. By submitting a competition entry you agree to these terms and conditions, which along with the Event and booking details and requirements, the "Everything you need to know" and "Categories" sections of the Dockwalk website at [www.Dockwalk.com/Awards] (the "Dockwalk website") constitute the entire agreement ("T&Cs") between you ("you") and Boat International Media Limited, incorporated in England (company No. 02650007) of First Floor, 41 – 47 Hartfield Road, Wimbledon, London SW19 3RQ and all other related and associated companies ("we"/"us"/"our"/"BIM"). "IP" means intellectual property.

#### **Eligibility**

- 1. The CCA are open to all current crew members over the age of 18, who are in paid employment onboard yachts of over 24 metres in Length Overall.
- 1.1 The 'Enterprise of the Year' category is also open to previous crew members who have worked on yachts of over 24 metres in Length Overall within the last three years.
- 2. Entrants may submit entries for as many categories as they like. For the purpose of the CCAs, the award "categories" are described as in the CCA Submission and Entry Requirements documents located on the Dockwalk website.
- 3. Finalists (including winners) may be required to submit a copy of an official identity document (Passport or ID Card) as proof of their identity, as well as proof of their employment onboard a yacht.
- 4. You are not eligible to enter if:
- 4.1 You are an employee, agency worker and/or contractor of BIM or its holding or subsidiary companies;
- 4.2 You are an employee, agency worker and/or contractor of an award Sponsor(s) or their holding or subsidiary companies;
- 4.3 You are professionally connected with the organisation or administration of CCA; or
- 4.4 You are a member of an immediate family or household of (4.1) to (4.3) above.
- 5. BIM shall in its sole discretion decide whether the eligibility and entry requirements for the CCA are met and BIMs decision is final. No correspondence or discussion will be entered into by BIM.

#### Entry Process

- 6. The completed nominations form available on the Dockwalk website shall be submitted for the CCAs between 12th September 2025 and 9<sup>th</sup> January 2026.
- 7. All CCA supporting documents must be submitted in full to BIM via email by 9<sup>th</sup> January 2026 at 11:59pm (Greenwich Mean Time).
- 8. There is currently no entry fee for each entry to the CCAs.
- 9. CCA entries may be confirmed at BIM's sole discretion once the completed nomination form/s (and supporting documents) are accepted by BIM. BIM reserves the right not to accept or to disqualify entries including where incomplete/insufficient information has been provided, or the correct materials has not been received by the above deadline.
- 10. BIM may in its sole discretion at any time cancel, suspend or amend one or more categories of the award, including but not limited to in the event that there are insufficient entries, or if the quality is not considered sufficiently high.

### Ownership of Entries and Publicity

- 11. BIM respects creators' rights, including copyright. Entrant undertakes undertake personally and on behalf of your entity:
  - 11.1 not to directly or indirectly or in association with any third party promote, publish or share with any third party any information or materials relating to any entry, including the fact of their entry, any Materials, any information and materials supplied to Entrants by or on behalf of BIM or a CCA Sponsor, and anything submitted by Entrant prior to the announcement of the winner by BIM in Dockwalk without the prior written consent of BIM. Entrant further acknowledges that any breach of this undertaking may cause significant damage to BIM not resolvable by injunction or ordinary damages.



- that you have obtained the appropriate usage rights and permission of any third party owner of IP rights for all images and Materials provided to BIM and indemnify BIM in connection with any associated claim, damages, consequential losses and costs.
- 12. Entrant agrees and warrants that:
- 12.1 you have full rights and authority to provide all information, data, documents, drawings, images, audio files, video files and materials (hardcopy and digital) included with or in connection with it and to grant the licenses and rights granted without breaching any third-party rights title or interest (including, without limitation, the owner of the yacht), or any duty of confidentiality;
- 12.212.2 BIM's use of such information and/or Materials in accordance with the T&Cs shall not infringe or contravene any rights (including but not limited to confidentiality and IP rights). Entrant agrees to indemnify fully and keep BIM fully indemnified against all liabilities, claims, losses and costs (direct and indirect) arising out of or relating to the entry/s submitted and/ or in connection with the Entrant's participation in the CCAs
- 13. Entrant retains ownership of materials submitted by them, including statements, images and documents. Entrant grants to BIM and the CCAs Sponsors a non- exclusive, worldwide, irrevocable right and license for the full period of their existence to, with or without any attribution, use, display, publish, transmit, copy, edit, alter, compile, make derivations, store, re-format, make available to third parties, refer to, and showcase the materials and parts thereof (including, without limitation, name and residence, yacht employment, links to social webpages, business details, company/initiative name, images, information, data, materials, key dates and descriptions contained in the entry, but excluding financial and employment figures unless agreed by the Entrant) ("Materials"), including in:
  - a) promotional and marketing materials,
  - b) news reports and CCAs event materials;
  - displays, publications, broadcasts, websites, social media, transmissions, digital and other media, tickets and tokens, and elsewhere;
  - d) any format and media; and
  - e) connection with the Awards and BIM events and activities;
  - before, during and after the Awards and in other media, activities and formats (whether now known or created in future), and whether or not in connection with the CCAs, and to grant sub-license/s to do the same. You warrant that you have the absolute right to grant such license to BIM. In the event that Entrant does not have all such rights you warrant to obtain them at your own cost sufficient to provide this to BIM and indemnify BIM in relation to all claims, actions and liabilities and costs relating to same.
- 14. Entrant agrees that personal information (excluding credit card and bank account details) provided to BIM in connection with an entry may be held, stored and used by BIM and its agents and suppliers to administer, manage, conduct and promote the CCA, (including but not limited to communications with Entrants, media and promotional communications and materials, information shared with sponsors and parties connected with the CCA (including those supplying services to or connected with CCA), as well as in accordance with its Privacy Policy found at <a href="https://www.boatinternational.com/privacy-policy">https://www.boatinternational.com/privacy-policy</a>.
- 15. BIM regrets that it will not be able to return any CCA entries, Materials and supporting documents and you agree not to require return.

#### Judging

- 6. CCA entries will be judged prior to the winners' announcement by a panel consisting of industry experts appointed by BIM in its sole discretion.
- 7. Finalists may be announced shortly after the initial judging.
- 8. The judges' decision is final and binding; they and BIM will not enter into conversation or correspondence concerning decisions that have been made. You agree that you will not appeal or open to review any decision regarding the CCAs made by BIM and the Judges.
- 9. The winner of each category will be announced in the April edition of Dockwalk as well as on the Dockwalk webpage. There will be no prior public disclosure. Each winner will receive an award.
- 10. BIM will in its discretion determine the standard of an Award. BIM reserves the right at any time to (i) to withhold an Award in any category, or (ii) hold void, alter, suspend, cancel, or amend any aspect of the CCAs at its sole discretion.

#### <u>Privacy</u>

6. You and Your Party's personal information is important to us. Save as permitted by the T&Cs, we will not pass such information to any third parties, other than those that need this information in relation to the CCAs, invites, awards, and other activities permitted by T&Cs, including CCAs Sponsors. For the purposes of the

# Dockwalk

General Data Protection Regulation we are the data controller. The personal information requested is required to comply with fulfilling our contract with you. If you object to the processing of this data, we cannot accept your entry. We may provide your personal information to public authorities as required by law or statutory obligations. Where arrangements take place outside of the UK, controls on data protection may be different to that of the UK, however we will take reasonable steps to require that your personal information will remain protected in accordance with our Privacy Policy. Where you provide us with personal details relating to any special requirements, you consent to this information being passed onto any organisation or companies responsible for any part of CCAs related services and activities connected with provision of T&Cs whether in the EEA or not.

7. You agree that we may use your personal details in order to notify you of offers and promotions which might be of interest. If you change their mind at any time, you can unsubscribe by clicking on the 'unsubscribe' link at the bottom of every email, or by contacting us directly at <a href="mailto:unsubscribe@boatinternationalmedia.com">unsubscribe@boatinternationalmedia.com</a>

#### Limitation of liability

- 6. To the fullest extent allowed by law (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise), BIM shall not be liable and you agree not to bring or assert any claim or action for any damage, loss or costs in connection with anything relating to CCA or your entry or these T&Cs or the subject matter of these T&Cs, including indirect or consequential (including, without limitation, economic loss, loss of profits, loss of business, loss of bargain, depletion of goodwill and like loss) howsoever caused, or any inconvenience or loss to any party including as a result of cancellation or termination under these T&Cs, other amounts in any way related to or connected with entering CCA, or participation or planned participation in or attending CCA, including alterations variations and cancellations, management and running of the CCA, publications and promotion relating to the CCA, other matters related to CCA, or any act, error or omission on the part of BIM or any agent, servant, sponsor or supplier. You acknowledge and agree that the maximum aggregate liability BIM may have in connection with the CCA, for any breach of the T&Cs, or otherwise in relation to the BDA or your entry, or the subject matter of the Terms and Conditions, and all damages, claims, losses, costs (direct, indirect and consequential) will be limited to £20,000.
- 7. Nothing in these terms and conditions shall limit or exclude any liabilities that cannot be limited or excluded by law, including:
- 7.1 For death or personal injury resulting from gross negligence; or
- 7.2 For any damage or liability incurred by you as a result of fraud or fraudulent misrepresentation by us.

#### General

- 6. If BIM has any reason to believe that an Entrant has breached any T&C or made any misrepresentation or misled BIM, BIM may, at its sole discretion, exclude that Entrant from participating in the CCA and may withdraw any award or finalist position and invitation.
- 7. Entrants agree that they have not relied on, and shall 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 the T&Cs. You acknowledge and confirm that BIM own all intellectual property and other rights relating to or connected with CCA, Dockwalk and BIM Websites and the subject matter of the T&Cs.
- 8. You grant Dockwalk, BIM and the Sponsors the unrestricted irrevocable and free of charge right and permission to use, distribute, broadcast, publish in any media whatsoever (including but not limited to BIM and industry magazines, Press, TV, advertisements, promotions, social media or online) and edit, copy, compile, alter, store, re-format and make derivations as BIM sees fit any actual or simulated photographs, video, likeness, images, drawings, audio, voice and text (including interviews) relating to CCA and the subject matter of these T&Cs and activities relating to or connected therewith throughout the world. If you do not wish to be photographed or recorded, you must prior advise us with your entry.
- 9. If any provision of the T&Cs (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall:
- 9.1 To the extent required, be deemed not to form part of the terms, and the validity and enforceability of the other provisions of the terms shall not be affected.
- 9.2 Apply with the minimum modification necessary to make it legal, valid and enforceable.
- 10. If a complainant or disagreement cannot be resolved to both Parties' satisfaction:
- 10.1 In the first instance, each Party shall nominate a senior executive, vested with authority to settle the disagreement, to meet and attempt in good faith to resolve the dispute. The meeting will be held promptly at the request of either Party at a time reasonably proposed by the Party requesting the meeting and both parties



- will fully explain all reasons and facts relating to their position and use their best endeavors to resolve the dispute.
- 10.2 If the Parties are unable to resolve the complaint/dispute following such meeting, then the parties will submit to mediation before an independent mediator for all disputes save for unpaid debts unless the debt is disputed, in which case the dispute will be mediated.
- 11. The T&Cs are governed by and shall be interpreted in accordance with English law. Any disputes arising in relation to any agreement or relationship of which these terms and conditions form part or relating to the subject matter of this agreement shall be subject to the exclusive jurisdiction of the English Courts.