

## **BMJ GROUP IMPROVING HEALTH AWARDS ENTRANTS TERMS AND CONDITIONS**

1. These terms and conditions together with any specific rules set out in on our BMJ Group Improving Health Awards Website are to be defined as the "Award Terms", unless otherwise expressly stated. By entering the Awards, entrants agree to be bound by the Awards Terms.
2. For the purposes of these Awards Terms, "Awards" shall mean the BMJ Publishing Group Ltd ('BMJ Group') annual Improving Health Awards organised and operated by the BMJ Group, its affiliated companies and subsidiaries ("us", "we", "our" "BMJ Group").
3. We reserve the right to cancel or amend the Awards, or these Awards Terms at any time without prior notice. Any changes to the Awards, the or these Awards Terms will be posted either on the BMJ Group Improving Health Awards Website or within these Awards Terms. A copy of the Awards Terms may also be obtained by sending a stamped self-addressed envelope addressed "Awards Terms" to BMJ Group Improving Health Awards, BMJ Marketing, BMA House, Tavistock Square, London, United Kingdom, WC1H 9JR
4. In the event of any dispute regarding conduct, results and all other matters relating to the Awards, our decision will be final and no correspondence or discussion shall be entered into. The Awards ( which does not include any prizes) are being offered by the BMJ Publishing Group Ltd ('BMJ Group') of BMA House, Tavistock Square, London, WC1H 9JR

### **Qualifying Entrants**

5. We reserve the right to verify the eligibility of all entrants. To qualify to enter the Awards you must meet the eligibility criteria for each relevant Award as set out here: <http://groupawards.bmj.com>
6. You must enter the Awards using your legal name (and the legal name of the nominee if being nominated by a third party) and give all information requested in mandatory fields and as requested on the BMJ Group Improving Health Awards Website. By entering the Awards, you hereby warrant that all information submitted by you is true, current and complete.
7. Employees, workers, agents and contractors at the BMJ Group, the British Medical Association ('BMA'), Informatica Systems Ltd are not eligible to enter the BMJ Group Improving Health Awards. Members or the aforementioned employees families (including but not limited to parents, guardians, siblings or children) may be considered for entry and their eligibility will be based on whether any potential conflict may exist which is at the BMJ Group's discretion and determination and for which the BMJ Group's decision is final.
8. Members of the BMA are eligible to enter the Awards, unless otherwise excluded by these Awards Terms or by virtue of any eligibility criteria on the BMJ Group Improving Health Awards Website.
9. The minimum age for entry to the Awards is 18. We reserve the right to request written proof of age of any winner.

10. You confirm that by using our Awards Website and entering the Awards (and you warrant that) you have legal capacity to enter the Awards and agree to the Awards Terms (i.e. that you are of sufficient age and mental capacity and are entitled to be legally bound in contract). If you are nominating someone else we will contact them to obtain their permission to proceed and agree these terms but you must have permission to upload any documents or materials owned by them or any third party.
11. We reserve the right to disqualify any entrant at any time if we have reasonable grounds to believe the entrant has breached any of these Awards Terms or the BMJ Group believes it has or will be brought into disrepute or otherwise suffer embarrassment by association with the entrant(s), which shall be at the BMJ Group's absolute discretion. Late entries cannot be accepted.
12. In the event that any entrant is disqualified from the Awards, in our sole discretion we may decide whether a replacement should be short listed. In this event, any further entrant will be selected on the same criteria as the original entrant and will be subject to these Awards Terms.

### **Awards Entries**

13. Entry to the Awards is by registering online on the BMJ Group Improving Health Awards Website <http://groupawards.bmj.com> by the date(s) specified on that site. No postal entries are allowed.
14. A maximum of two entries per person/team for 2 separate Award categories are allowed. Incomplete or indecipherable entries will be void (in BMJ Group's absolute discretion).
15. You may enter the Awards as an individual or as a syndicate if allowed within that category as stated on the BMJ Group Improving Health Awards Website. This must meet the eligibility criteria stated on the Awards Website for each individual category.
16. Entrants should note that unless stated otherwise by us, we do not accept responsibility for the return of any Awards entries, or other information or documents submitted including those consisting of artistic or other material, and may dispose of entries at our discretion.
17. There is no purchase requirement to enter the Awards.
18. All Awards entries must be made in the manner specified. The Awards will start and also close as stated on the BMJ Group Improving Health Awards Website ("Close of entries"). Only entries logged by the closing date will qualify towards the Awards. Source material used by BMJ Group's question compilers shall be taken as correct. In the event of any dispute, our decision will be final and no correspondence or discussion shall be entered into.
19. Proof of sending cannot be accepted as proof of delivery. We cannot accept responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft, destruction, alteration of, or unauthorised access to entries, or entries lost or delayed whether

or not arising during operation or transmission as a result of server functions, virus, bugs or other causes outside our control.

### **The Awards and judging**

20. The BMJ Group reserves the right to cancel or postpone the Awards or remove a category or Award all in its absolute discretion. Attendees are responsible for all consequences of any such cancellation and/or postponement. The BMJ Group suggests that entrants and their companions ensuring they have adequate insurance cover for cancellations and postponements.
21. There are no prizes given and winning an Award entitles the entrant to a trophy and a certificate.
22. After the Close of Entry an internal shortlisting panel will choose a shortlist of entries. A winner from each category shortlist will then be picked by a team of judges other than for the Lifetime Achievement Award category (when offered), where no nominations are requested however the BMJ Group choose a winner and advise the winner prior to the Awards ceremony. Awards winners' names and other details will be used as set out in Clauses 25 and 32 below.
23. We reserve the right, in our absolute discretion, to request a proof of identity and address in the form of a passport or driving licence and proof of your address in the form of a utility bill or other requested document(s).
24. The BMJ Group does not accept any liability or claims for trophies or certificates which are lost or stolen, delayed or damaged in the post or otherwise not validly received by you.

### **Intellectual Property Rights**

25. In consideration of us agreeing to consider entrants to the Awards, you hereby grant (or do so with the nominees written consent) to the BMJ Group a non exclusive licence for the BMJ Group and its judges to review the entry and all supporting documentation and images for the purpose of judging the awards, publicising the results at the Awards ceremony and to create and include within a feature within the print version of the BMJ journal. A summary may be included on the BMJ Group's Award Website or in other materials (in any media) but neither the print or online version will include the entire entry. The BMJ Group reserve the right to retrospectively disqualify any entrant whom fails to cooperate in the implementation of this clause. Additional rights are required as set out in Clause 32.
26. You represent and warrant that you have the right, power and authority to grant the rights set out above and that you have obtained all consents and permissions in respect of the same.
27. For the avoidance of doubt, all rights in the name and title of the BMJ Group Improving Health Awards and the format rights for the Awards, together with the questions asked in the Awards, will vest exclusively in BMJ Group for its own use (in its absolute discretion).

28. You hereby warrant that the information that you submit and/or distribute will not infringe the intellectual property, privacy or any other rights of any third party, and will not contain anything, which is libellous, defamatory, obscene, indecent, harassing or threatening and shall indemnify BMJ for any loss, damage or liability arising in connection therewith. If relevant, we reserve the right, but not the obligation (and without limiting our rights under your warranty and indemnity above), to screen, filter and/or monitor information provided by you and to edit, refuse to distribute or remove the same.

## **Liability**

29. BMJ Group is not liable in any way for any costs, expenses, damages, liability or injury arising out of or in any way connected with the Awards including but not limited to as set out in Clause 20. This exclusion does not include any liability for negligence by BMJ Group for death or personal injury arising out of such negligence or which otherwise cannot be excluded by law.

30. We cannot accept any responsibility for any damage, loss, injury or disappointment suffered by any entrant entering the Awards. We are not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, or providers, computer equipment, software failure of any email or entry to be received on account of technical problems or traffic congestion on the Internet, telephone lines or at any web site, or any combination thereof, including any injury or damage to entrant's or any other person's computer or mobile telephone related to or resulting from participation or downloading any materials in the Awards.

31. You undertake not at any time to disclose, reveal, communicate or otherwise make public any confidential information relating to BMJ Group, its business, personnel, servants, agents or officers to anyone.

## **Data Protection and Publicity**

32. The winning entrants agree that their names, qualifications, affiliations, organisations, team and project details, audio and/or video material produced (which may include without limitation, photographs interviews or the receiving of an Award may be published in any manner ( including without limitation, on any BMJ Group website, via email, marketing campaigns, promotions, programme summaries, press releases) and agrees to engage in reasonable publicity detailing their entry and the fact that they won an Award and as included as stated above. The BMJ Group reserve the right to retrospectively disqualify any entrant whom fails to cooperate in the implementation of this clause. Your details will not be used for any other purpose unless previously indicated or agreed to during registration. In addition to this please see our BMJ Group Privacy Policy <http://group.bmj.com/group/about/legal/privacy>

## **General**

33. The Awards Terms (unless otherwise expressly confirmed in writing by BMJ Group) supersede all prior representations, agreements, negotiations or understandings

(whether oral or in writing). Except as specifically set out herein, all conditions, warranties and representations expressed or implied by law are excluded. For the avoidance of doubt, no information of any nature about the Awards or the Prize or any of these Awards Terms should be relied upon unless confirmed in writing by BMJ Group. The invalidity, illegality, or unenforceability of the whole or part of a Term or Condition does not affect or impair the continuation in force of the remainder of the Awards Terms.

34. In the event that any provision of these Awards Terms are held to be illegal, invalid, void or otherwise unenforceable it shall be severed from the remaining provisions of these Awards Terms which shall continue in full force and effect.

35. The failure to exercise or delay in exercising a right or remedy provided hereunder or by law does not constitute a waiver of the right or remedy or waiver of other rights or remedies

36. These Awards Terms are not intended to nor shall create any rights, entitlements, claims or benefits enforceable by any person that is not a party to them.

### **Jurisdiction**

37. The Awards and the Awards Terms will be governed by English law and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

### **How to contact us**

38. You can contact us in relation to the Awards by writing to BMJ Group Improving Health Awards, BMJ Marketing BMA House, Tavistock Square, London, United Kingdom, WC1H 9JR Tel: 0207 383 6155. Email: [awards@bmjgroup.com](mailto:awards@bmjgroup.com)

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