



## MOTHER AND BABY AWARDS 2020

### TERMS AND CONDITIONS FOR THE SUPPLY OF THE PRODUCTS

H Bauer Publishing t/a Mother&Baby magazine (“we”, “us”), we pride ourselves in ensuring that our awards are conducted properly and safely. The Mother&Baby Awards (the “Awards”) are no exception and, in consideration for the opportunity that we have provided to companies to be part of our Awards (which it is acknowledged provides a significant benefit to them), we expect all participating companies (“you”) which, enter the Awards and distribute their goods for testing and review by Mother&Baby readers (“Readers”) to abide by the following terms and conditions.

These terms and conditions are in addition to the rules of entry to the Awards available at: [www.motherandbabyawards.com](http://www.motherandbabyawards.com) (the “Entry Rules”) which you agreed to upon entry to the Awards.

Please read these terms and conditions (which are also available on our website at: [www.motherandbabyawards.com](http://www.motherandbabyawards.com)) (hereafter referred to as the “Terms”) before distributing your goods (“Products”) to a Reader. By distributing your Product to a Reader (who will be notified to you by us), you indicate your acceptance of these Terms and to be legally bound by them. If you do not agree to these Terms, please do not distribute your Product to a Reader and, if possible, send an email to: [charlotte.walsh@bauermedia.co.uk](mailto:charlotte.walsh@bauermedia.co.uk) notifying us that you do not want to be considered for an Award. If you do not agree to these Terms (and you do not distribute your Product to a Reader), your Products will not be eligible to win an Award.

#### 1. THE AWARDS

1.1 You will be notified of the Reader(s) to whom you must distribute your Product. You must ensure that the Product is delivered to Readers within 2 weeks of receiving the Readers details. You are responsible for ensuring that your Products are delivered to Readers on time.

1.2 The Products will each be judged by a minimum of 7 (seven) Readers and given a score in respect of the following list of criteria: (i) user friendliness, (ii) quality, (iii) design, and (iv) value for money. The highest six scores will be used to create the shortlist. The final winners will be decided with the use of testers’ qualitative results as well as their scores. They will be awarded gold, silver and bronze Awards and will be given the opportunity to display the Awards rosette on the packaging of their Product (subject to agreement to our rosette licence agreement).

1.3 It is a condition of entry to the Awards (and is stated in the Entry Rules) all Products must be launched (available for consumers to purchase) before they are sent to Readers.

#### 2. MANUFACTURE, QUALITY AND PACKAGING

2.1. You must manufacture, pack and supply your Products in accordance with all generally accepted industry and health and safety standards and practices that are applicable to distribution and supply of products and services in the United Kingdom.

2.2. Your Products must be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by you and must comply with all applicable statutory and regulatory requirements.



2.3. You must ensure that your Products are properly packed and secured in such manner as to enable them to reach their destination in good condition (this obligation includes paying any and all postage and packaging charges).

2.4. You must obtain and maintain in force for the Term (as defined below) all licences, permissions, authorisations, consents and permits needed to manufacture and supply your Products to Readers in accordance with the Terms.

2.5. You must comply with all applicable laws, enactments, orders, regulations and other instruments relating to the manufacture, packing, packaging, marking, storage, handling, and delivery of the Products including but not limited to requirements under the Consumer Protection Act 1987.

2.6. To the extent required, you shall ensure that your Products are supplied with complete and accurate information to enable a Reader to use and enjoy it for the intended Purpose.

### **3. TITLE**

Title to the Products will pass to the Reader following delivery of the Product to the Reader and acceptance of them. You shall remain responsible to the Reader and to us in respect of your Product to the extent that your Product is defective (or otherwise supplied in breach of these Terms).

### **4. PRODUCT PRICES**

You warrant that the price of the Product that you have notified to us is accurate and is the same as you charge to all consumers in the United Kingdom. You shall not change the price of the Product price during the Term or for 6 months after its expiration.

### **5. INSURANCE**

5.1 During the Term and for a period of one year afterwards you shall maintain in force the following insurance policies with reputable insurance companies: (A) public liability insurance with a limit of at least £5,000,000; and (B) product liability insurance with a limit of at least £5,000,000 for claims arising from a single event or series of related events in a single calendar year.

5.2 Following our written request, you shall provide us with copies of the insurance policy certificates and details of the cover provided.

5.3 You shall ensure that any sub-contractors also maintain adequate insurance having regard to your obligations in these Terms.

5.4 You shall notify us if any policy is (or will be) cancelled or its terms are (or will be) subject to any material change.

5.5 Your liabilities under these Terms shall not be deemed to be released or limited by the taking out the insurance policies referred to in clause 5.1.

### **6. DATA PROTECTION**

6.1 To enable you to supply your Product to the Reader (the details of which will be notified to you), we will need to pass you certain personal data, namely Readers' names and home (or other delivery) addresses. With respect to such personal data you warrant that, at all times, you will comply with all relevant legislation governing the processing, storage and use of personal data and that you will:



(A) maintain appropriate technical, security and organisational measures to prevent unauthorised access, processing, use, accidental loss, destruction of, or damage to such data; (B) only use such personal data as necessary to fulfil your obligations under these Terms (and, under no circumstances, for direct marketing purposes); (C) not disclose any personal data to third parties (save to employees or to the extent required by law); (D) not transfer such data outside the European Economic Area; and (E) on expiry of the Term (or its earlier termination) you will destroy any and all electronic or hard copies of such data within your possession or control.

## **7. INDEMNITY**

You shall indemnify us against all liabilities, costs, expenses, damages and losses (including any direct or indirect consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by us arising out of or in connection with any claim made against us concerning the supply or use of the Products by a Reader.

## **8. LIMITATION OF LIABILITY**

8.1. This clause sets out the entire financial liability of the parties (including any liability for the acts or omissions of their respective employees, agents and subcontractors) to each other in respect of: (A) any breach of these Terms however arising; (B) any use made or resale of the Products by us or of any product incorporating any of the Products; and (C) any representation, statement or tortious act or omission (including negligence) arising under or in connection with these Terms.

8.2. Nothing in these Terms shall limit or exclude liability of either party for: (A) death or personal injury resulting from negligence; (B) fraud or fraudulent misrepresentation; or (C) any other cause of action for which liability cannot be limited by law.

8.3. Nothing in this agreement shall limit or exclude your liability for a breach of the Consumer Protection Act 1987 or any applicable health and safety legislation or your indemnity obligations set out at clause 6.

## **9. CONFIDENTIALITY**

9.1. Neither party shall (except as required to perform its obligations under these Terms) disclose to any person either during or at any time after the Term, any information or matter which is not in the public domain and which relates to the affairs of either party or any other company in either party's group or any other confidential matters which may come to the parties' knowledge in the course of performing their respective obligations under these Terms (the "Confidential Information").

9.2. A party shall return or destroy all Confidential Information in its possession or under its control, stored on any magnetic or optical disk or memory, promptly upon the other party's written request and in any case within three weeks of termination or expiration of the Term.

## **10. COMMENCEMENT AND TERM**

Unless earlier terminated as provided in these Terms, the term of this agreement shall be from the date that you distribute your Product to the Reader (the "Commencement Date") until the date that the winning Products for the Awards are publicly announced (the "Term"). Any provision of these Terms which is expressly stated (or which by its very nature is clearly intended) to continue beyond termination or expiration of the Term shall continue in full force and effect.

## **11. TERMINATION**



11.1 Our agreement with you (as set out in these Terms) may be terminated by us at any time and without cause on 4 weeks' written notice.

11.2 This agreement may be terminated by a party prior to the expiration of the Term, immediately upon written notice to the other party, if that other party:

(A) commits a material breach of any of its obligations under these Terms, which if capable of remedy, is not remedied within 14 days; (B) commits a material breach which is not capable of being remedied; (C) suspends, or threatens to suspend, payment of its debts, is unable to pay its debts as they fall due, is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; (D) commences negotiations with all, or any class of, its creditors with a view to rescheduling any of its debts, or makes a proposal for, or enters into any compromise or arrangement with, its creditors; (E) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party.

## **12. OBLIGATIONS ON TERMINATION**

On termination of this agreement each party shall promptly:

(A) return to the other party all documents and materials (and any copies) containing the other party's Confidential Information; and (B) erase all the other party's Confidential Information from its computer systems (to the extent possible).

## **13. GENERAL**

13.1. Neither party will be liable to the other party for delays in performance of its obligations under these Terms caused by events beyond its reasonable control ("Force Majeure"), provided that the affected party shall give prompt written notice to the other party of the Force Majeure event and shall use its best efforts to mitigate its effects.

13.2. These Terms and the Entry Rules represent the entire agreement between the parties concerning the Awards. To the extent that there is any conflict between these Terms and the Entry Rules relating to the supply of distribution of the Products (or to any other subject matter covered under these Terms) these terms shall take precedence.

13.3. These Terms are subject to English law and the English Courts shall have exclusive jurisdiction to settle any claim, matter or dispute arising under or in connection with them.

13.4. All entry fees are non-refundable and must be paid within 30 days of registration. If payment is not made you will not be eligible for entry.

13.5. All notice to be given to us under these Terms must be by email and sent to:  
Charlotte.walsh@bauermedia.co.uk

13.6. These Terms are personal to you and may not be assigned.

13.7. We may, at our sole discretion, modify, amend or change these Terms at any time. If we do this then the changes will be posted on our website at: [www.motherandbabyawards.com](http://www.motherandbabyawards.com) and we will indicate the fate of the change at the top of the page. You should regularly check the website to take notice of any modifications, amendments or changes.