

MOBILE INDUSTRY AWARDS 2018

TERMS AND CONDITIONS OF ENTRY

1. **The Organiser:** The organiser of the Mobile Industry Awards (the “Awards”) is Future Publishing Limited (company number 2008885), Quay House, The Ambury, Bath BA1 1UA (“Future”). By taking part in the Awards, you agree to be bound by these Terms and Conditions of Entry, by Future’s standard Competition Rules (available at <http://www.futureplc.com/competition-rules/>) and by the decisions of Future which are final in all matters relating to the Awards. If there is any inconsistency between the Terms and Conditions of Entry and the Competition Rules, the Terms and Conditions of Entry shall take precedence. **Future reserves the right to disqualify any entrant and/or winner in its absolute discretion for any reason and without notice in accordance with the Awards rules.**
2. **Eligibility:** Each Award is open to companies in the mobile phone industry that have been trading in the UK for at least 12 months prior to the entry deadline. Entries must be submitted by an individual (not via any agency or similar) and are limited to one entry per company per Award category. Employees of (i) Future; (ii) and any third party appointed by Future to organise and/or manage the Awards, are not eligible to enter the Awards.
3. **Legal requirements:** By submitting an entry into the Awards you:
 - grant Future, any third parties appointed by Future to organise and/or manage the Awards and any sponsor(s) of the Awards permission to use your name and likeness, and to film your attendance at the Awards presentation, for the purpose of organising and/or managing the Awards, reporting on the Awards, announcing the winner of the Awards and for related promotional purposes;
 - agree that, if you are a finalist, Future may use your company name and/or logo for marketing purposes and in presentation on the night of the Awards;
 - accept that all entries will become the property of Future upon receipt and will not be returned. You will retain all rights you have in the copyright and other intellectual property rights comprising the Awards entry but, by entering the Awards, you grant Future, its licensees and any sponsor(s) of the Awards the right free of charge to (i) republish your entry or a description of your entry, except for any information marked in advance as “not for publication”; and (ii) use any video footage of your attendance at the Awards presentation, in each case for the purpose of organising and/or managing the Awards, reporting on the Awards, announcing the winner of the Awards and for related promotional purposes;
 - waive any moral rights or similar rights you have in your Awards entry whether such rights arise pursuant to the Copyright, Designs and Patent Act 1988 (the “Act”) or equivalent legislation anywhere in the world; and
 - warrant to Future that (i) the entry is wholly original to you and not wholly or substantially copied from any other material; (ii) that the entry does not defame, cause injury to or invade the privacy of or otherwise infringe or violate any statutory, common law, regulatory or intellectual property rights of any third party; and (iii) that the information you provide in your entry is true, accurate and not misleading.

You agree to fully indemnify Future and any of its official partners, sponsors or associates relating to the Awards in respect of any liability suffered or incurred by any of them which arises out of or in connection with a breach by you of this paragraph 3.
4. **Entering the Awards:** Entry is free. Entries must be submitted via the online entry form during the period commencing 28 February 2018 and ending at 18.00 on 12 April 2018. Entrants are encouraged to submit supporting materials to their entry in the form of PDF and/or video. All material submitted will be kept confidential and only shared with the judges. Entries may be submitted in one or more categories but must be kept to the word count. Late or incomplete entries, or entries which do not meet the judging criteria or comply with these terms, will be disqualified. No responsibility can be accepted for entries which are lost, delayed, misdirected or corrupted during delivery to the place specified for any reason whatsoever. Entrants to categories that require presentations agree to make a presentation in person to the judging panel at Future’s London office in the event of being longlisted. Failure to do so may result in disqualification.
5. **Categories:** The Award categories open for submission are:
Best Distributor – Consumer Technology; Best Distributor – Mobile Solutions; Best Distributor – Emerging Technology; Best Recycling and ReCommerce Service; Most innovative Service; Best Unified Comms Dealer; Managed Services Provider of the Year; Best Consumer Network; Best Business Network; Best MVNO; Best MVNO Partner; Best High Street Retailer; Best Online Retailer; Best Sim Free Retailer; Best Franchise; Best Manufacturer Field Marketing Team; Business Growth Award.

Future reserves the right, in its absolute discretion, to drop any categories that lack sufficient entries.

6. **Judging:**

A panel of judges comprising members of the mobile phone industry shall help determine the shortlist in each category which, in their absolute discretion, have met the entry criteria and which most closely meet the Awards criteria specified. No entry will be read by someone from the same peer group (e.g. a distributor will not judge another distributor, a reseller will not judge another reseller, a vendor will not judge another vendor). The judges reserve the right to move entries to different categories if appropriate in their absolute discretion. The judges reserve the right to disqualify any entry that, in their absolute discretion, does not meet the expected standard of entry. The decision of the judges in determining the shortlist is final and Future and the judges will not enter into any correspondence regarding the judging or organisation of the Awards. Future is not obliged to provide feedback on individual entries that have either not made the shortlist or won an award. Future is not responsible for any costs incurred by the entrants in the judging process.

7. **Notification:** Shortlisted companies will be notified in advance of the presentation of the awards. The winners and judges commended of each category will be announced at the presentation of the awards on 7 June 2018. Under no circumstances will the details of the winners be disclosed before that time.

8. **Awards:** The Winners in each category shall receive an Award. A selection of entries which are not selected to receive an Award in a category may also be showcased as examples of excellent entries in the category. If you are a winner of an Award:

- the receipt by you of any Award is conditional upon you complying with any and all applicable laws, rules and regulations including, without limitation, these terms;
- you acknowledge and agree that neither Future nor any Awards sponsor(s) nor any of their employees, agents or subcontractors shall have any liability to you whatsoever in connection with your use and/or possession of your Award, provided that nothing in these Awards Rules shall exclude or limit the liability of any party for personal injury or death caused by negligence or for anything else which cannot be excluded or limited by law.

9. **General**

- These terms and the Awards are governed by English law. Any disputes arising between Future and any third party in relation to these terms and/or the Awards shall be subject to the exclusive jurisdiction of the courts of England and Wales (save that Future shall be entitled to take action against a third party in any other jurisdiction).
- If there is any inconsistency between any of the provisions of these rules, Future's terms and conditions of website use or Future's privacy policy, the provisions of these rules shall prevail.
- If any of these rules are deemed to be illegal, invalid or otherwise unenforceable, the affected rules shall be deleted from these terms but the remaining rules shall continue in full force and effect.