

Competition Terms and Conditions 2019

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE ENTERING THIS COMPETITION.

YOUR ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF CLAUSES 4 AND 5 WHICH EXPLAIN HOW TO ENTER INTO THE COMPETITION AND WHO IS ELIGIBLE AS WELL AS CLAUSE 8 WHICH CONTAINS LIMITS ON ZEHNDERS LIABILITY.

1. The Promoter

- 1.1 The promoter is: ZEHNDER GROUP UK LIMITED (a company incorporated and registered in England and Wales with company number 02296696) of Concept House, Watchmoor Point, Camberley Surrey, England, GU15 3AD ("Zehnder/we/us/our").

2. The Competition

- 2.1 The competition comprises of entrants submitting designs for a new radiator or heated towel rail product capable of sale on the open market by Zehnder.
- 2.2 All radiator or towel designs must as a minimum include a flow return function and an air vent. Full details of entry requirements can be found in the Design Pack (as described below).

3. The Prize

- 3.1 The prize is:

3.1.1 £1,000 (one thousand pounds) for the winning entrant; and

3.1.2 An amount equal to 2% of the profits received by Zehnder in respect of sales by Zehnder of the winning entrant's product design. Further details are set out in clause 10.

- 3.2 There will also be two runners-up who may (subject to the terms contained in this Agreement) be eligible for 2% of profits for their designs as described in clause 10.2.

- 3.3 The winner's entitlement to the prize money is subject to and conditional upon any designs you submit being your original work and in compliance with clause 9.2. If we become aware that your design is not your original work or otherwise not in compliance with clause 9.2 then we may require you to repay any prize money previously paid to you.

4. How to enter

- 4.1 The competition will run for a limited time only, opening on 1 July 2019 at 9:00am and closing 9:00am on the 1 October 2019 inclusive. Entries received after the closing date will not be entered.

- 4.2 To enter the competition you must download or request our competition entry pack ("Design Pack") which can be accessed here <https://www.bisque.co.uk/radical40> and which describes how to enter and any additional entry requirements. In addition, the Design Pack can be collected from our Camberley showroom at Concept House,

Watchmoor Point, Camberley, GU15 3AD or our London showroom at Suite 200, Business Design Centre, 52 Upper Street, Isington N1 0QH.

- 4.3 In order to enter the competition you will need to complete any entry forms in the Design Pack to the best of your ability and send them to Zehnder along with your completed design marked for the attention of Ellie Sawdy and addressed to Zehnder Group UK Limited. Concept House, Watchmoor Point, Camberley Surrey GU15 3AD.
- 4.4 The Design Pack will be made available for entry purposes only, by Zehnder, for this competition and is made available free of charge via a tablet, laptop, or computer or via the showrooms described in clause 4.2.
- 4.5 Each person is only able to submit one entry and we may dismiss any further entries by the same individual.
- 4.6 No purchase is necessary to enter this competition.
- 4.7 We will not accept responsibility for lost, delayed or misplaced competition entries, including, for example, as a result of equipment failure or network failure.
- 4.8 By submitting a competition entry, you are agreeing to be bound by these terms and conditions and you are confirming that you meet the minimum entry requirements set out in clause 5 below.
- 4.9 For help with entries please email marketing@bisque.co.uk.
- 4.10 Entries will be judged by a panel of Zehnder employees as well as certain third parties and Zehnder shall have absolute discretion to select the judging panel.

5. **Eligibility**

- 5.1 To be eligible to participate in this competition you must be:
 - 5.1.1 aged 18 years or over at the date of entry; and
 - 5.1.2 an individual entering on your own behalf and not in respect of any business or company.
- 5.2 You are **not** eligible to enter in this competition if:
 - 5.2.1 you are one of Zehnder's employees, agency workers, temporary workers, consultants or contractors; or
 - 5.2.2 you are:
 - 5.2.2.1 a member of the family (including both immediate and extended family and including spouses, parents, children, siblings, uncles, nieces, nephews, cousins, grandparents and grand children and all 'step and 'half' relatives or the same household of any of the persons detailed in clause 5.2.1; and/ or
 - 5.2.2.2 any suppliers of Zehnder.

5.3 In entering the competition, you confirm that you are eligible to do so and eligible to claim any prize you may win (including confirming that any design you submit is your own original work). Zehnder may require you to provide proof that you are eligible to enter the competition or if you do not meet the eligibility criteria set out in this clause 5.

5.4 We reserve all rights to disqualify you if your conduct is contrary to the spirit or intention of this competition.

5.5 Competition entries will not be returned to you.

6. **Winner Announcement**

6.1 The decision of the judging panel is final and binding and there is no requirement on Zehnder to provide reasons for the decision of the judging panel.

6.2 We will invite up to 5 entrants to an event of our choosing. The time, date and location of such event will be confirmed to the relevant entrants via email and telephone. The winner of the competition will be announced at such event.

6.3 If the winner is unable to attend the event described in clause 6.2 above then Zehnder shall notify the winner via the email address and telephone number notified as part of their entry.

6.4 Zehnder will also post a listing of the winners on our website.

6.5 Zehnder will make all reasonable efforts to contact the winner. If the winner cannot be contacted then Zehnder will retain the £1,000 prize money until the winner can be contacted. Zehnder will be under no duty or obligation to pay the £1,000 prize money to any runner up in the event that the winner cannot be contacted.

6.6 We do not accept any responsibility if you are not able to take up the prize.

6.7 Within a reasonable time of successfully making contact with the relevant winner, Zehnder will transfer the £1,000 prize money to the winner via BACS transfer to the bank account, details of which it has been provided by the relevant winner. You are responsible for ensuring that the bank details are accurate and Zehnder will not verify them. We are not responsible for any losses or your failure to receive the prize money as a result of your failure to provide accurate bank details.

7. **Data protection and publicity**

7.1 If you are the winner of the competition, we may use your name, image and town or county of residence to announce the winner of this competition and for any other related promotional purposes including without limitation in press releases, in brochures and on our website, and the winner agrees to provide such support to Zehnder as required in respect of marketing and promotion of the competition and its results.

7.2 Any personal data relating to competition entrants will be used in accordance with our privacy policy, a copy of which can be found here <https://www.bisque.co.uk/request-a-brochure/privacy-policy>.

8. **Limitation of liability**

8.1 Insofar as is permitted by law, we will not in any circumstances be responsible or liable to compensate the winner or accept any liability for any loss, damage, personal injury or death except where it is caused by our or one of our employee's, agent's or distributor's negligence (see 8.2 below for further information).

8.2 Zehnder do not exclude or limit in any way its liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by Zehnder's negligence or the negligence of Zehnder's employees, agents or subcontractors; for fraud or fraudulent misrepresentation.

8.3 If Zehnder fail to comply with the terms of this Agreement, Zehnder is responsible for loss or damage you suffer that is a foreseeable result of our breaking this Agreement or Zehnder's failing to use reasonable care and skill, but Zehnder is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both Zehnder and you knew it might happen.

8.4 The competition is only available to private individuals and entrants are not able to enter on behalf of a company or for any business or commercial purposes or in connection with any business. If you enter the competition in connection with commercial or business purposes Zehnder will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity or other commercial or business types of losses.

9. **Ownership of competition entries and intellectual property rights**

9.1 All competition entries and any accompanying material submitted to Zehnder will become our property on receipt and will not be returned.

9.2 By submitting an entry you confirm that all details, materials, designs and drawing submitted as part of your entry is your own original work and is not copied in whole or in part from any third party. Zehnder reserve the right to disqualify any entrant if Zehnder becomes aware that any part of any entrant breaches any Intellectual Property rights of any third party.

9.3 By submitting your competition entry and any accompanying material, you agree to:

9.3.1 assign (i.e. give ownership) to Zehnder all of your rights and interest in the design; and

9.3.2 waive all moral rights, in other words you will have no rights to be named as the author of the relevant materials,

in and to your competition entry and otherwise arising in connection with your entry to which you may now or at any time in the future be entitled to under applicable legislation.

10. **Winning Entry Production**

- 10.1 Once the judges have decided on the winning entry, Zehnder may in its sole and absolute discretion choose to:
- 10.1.1 manufacture;
 - 10.1.2 market;
 - 10.1.3 distribute; and/ or
 - 10.1.4 sell
- that design but Zehnder is under absolutely no obligation to undertake such activities.
- 10.2 If we are unable to manufacture, market, distribute or sell the winning entry, we reserve the right to alternatively choose one of the runners up's designs to manufacture, market, distribute and sell.
- 10.3 Where we choose to manufacture, market, distribute and sell an entry under clause 10.1 or clause 10.2, the designer will be entitled to be paid an amount equal to 2% of the profits received by Zehnder in relation to that design.
- 10.4 The amount of profit received by Zehnder in respect of sales made by Zehnder in respect of the relevant design shall be calculated by Zehnder's internal costing system which will calculate the revenue generated from sales and deduct all associated costs and fees incurred by Zehnder including administrative costs and costs of sale.
- 10.5 The amount of the profit received by Zehnder shall be determined by Zehnder and shall be final and binding on the winning entrant.
- 10.6 Where we choose to manufacture, market, distribute and sell a design created by one of the runners up, they will not be entitled to the £1,000 (one thousand pounds) prize money. The £1,000 (one thousand pounds) will be for the winner exclusively and is not dependent on whether their design is produced in line with clause 10.1.
- 10.7 If Zehnder choose to manufacture, market, distribute and sell any design under clauses 10.1 or 10.2, we reserve the right to withdraw the product from sale at any time and for any reason (there will be no minimum sales period).
- 10.8 Where Zehnder chooses to market, distribute or sell any design then it is entitled to do so in the manner it decides in its sole discretion and shall be under no obligation to commit any particular resources to such marketing, sale or distribution and is under no duty to make any attempts to maximise the sale of the relevant product.
- 10.9 The rights to receive the 2% share of profits is not assignable or transferable to any third party without Zehnder's written consent.
- 10.10 Zehnder may withdraw the right to receive the 2% profit share described in this clause 10 at any time if it comes to Zehnder's attention that:

- 10.10.1 the relevant design infringed the intellectual property rights of any third party; or
- 10.10.2 the winning entrant did not meet the eligibility criteria set out in clause 5.

11. General

- 11.1 If there is any reason to believe that there has been a breach of these terms and conditions, Zehnder may, at its sole discretion, reserve the right to exclude you from participating in the competition.
- 11.2 Zehnder reserves the right to hold void, suspend, cancel, or amend the prize competition where it becomes necessary to do so.
- 11.3 Any questions or requests for further information relating to this Agreement, should be sent by email to Zehnder at marketing@bisque.co.uk.
- 11.4 Where Zehnder need to notify you, the competition entrant, in regards to the competition and this Agreement, Zehnder will:
 - 11.4.1 Provide a notice on Zehnder's website <https://www.bisque.co.uk/radical40> informing any competition entrants who have not yet submitted their designs of such a change; and
 - 11.4.2 Zehnder will inform any competition entrants, who have provided their email as part of the design pack, of any updates.
- 11.5 This Agreement is between you (the entrant) and Zehnder. No other person shall have any rights to enforce any of its terms.
- 11.6 Each of the paragraphs of these terms operate separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 11.7 If Zehnder do not insist immediately that you do anything you are required to do under these terms, or if Zehnder delay in taking steps against you in respect of your breaking this Agreement, that will not mean that you do not have to do those things and it will not prevent Zehnder taking steps against you at a later date.
- 11.8 Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control.
- 11.9 This Agreement is governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.