

AYSS DRONE VIDEO COMPETITION 2024

TERMS AND CONDITIONS

27 AUGUST 2024

1. The Promoter

The promoter is the Association of Yacht Support Services (the "**Promoter**")

2. The competition

2.1 The title of the competition is the "AYSS Drone Video Competition 2024" and sub-titled "Love from Above".

2.2 The aim of the competition is to capture the essence of "Love From Above" The view from your Yacht, celebrating the locations the Superyacht community is fortunate to enjoy.

3. How to enter

3.1 The competition will run from Midday GMT on 1 September 2024 (the "**Opening Time & Date**") to Midday GMT on 1 November 2024 (the "**Closing Time & Date**") inclusive.

3.2 All competition entries must be received by the **Promoter**, through the web page <https://www.ayss.org/dronecompetition>, no later than the **Closing Time & Date**. All competition entries received after the **Closing Time & Date** are automatically disqualified.

3.3 To enter the competition:

- (a) Complete the webform that can be found at <https://www.ayss.org/dronecompetition>;
- (b) Agree to the competition Terms and Conditions which can be found at <https://www.ayss.org/dronecompetition>; and
- (c) Supply the **Promoter** with your contact details and your competition entry via WeTransfer using the webform.

3.4 No purchase is necessary to enter into the competition, and there is no charge to use the website.

3.5 The **Promoter** will not accept:

- (a) responsibility for competition entries that are lost, mislaid, damaged or delayed in transit, regardless of cause, including, for example, as a result of any postal failure, equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind; or
- (b) proof of posting or transmission as proof of receipt of entry to the competition.

3.6 By submitting a competition entry, you are agreeing to be bound by these Terms and Conditions.

3.7 For help with entries, please see contact details on the website <https://www.ayss.org>.

4. Eligibility

4.1 The competition is only open to anyone whose principle occupation is as a professional seafarer on board any yacht, with the exception of:

- (a) employees or contractors of the **Promoter**;
- (b) employees or contractors of agents or suppliers of the **Promoter**, who are professionally connected with the competition or its administration; or
- (c) members of the immediate families or households of (a) and (b) above.

4.2 In entering the competition, you confirm that you are eligible to do so and eligible to claim any prize you may win. The **Promoter** may require you to provide proof that you are eligible to enter the competition.

4.3 The **Promoter** will not accept films as competition entries that:

- (a) were not made by drone;
- (b) were completed before 1 January 2023;
- (c) run longer than 30 seconds;
- (d) include any pornographic or adult content.
- (e) have been automatically generated or enhanced by computer or created by artificial intelligence;
- (f) have been produced, edited or completed by third parties; or
- (g) have been altered or tampered with.

4.4 There is a limit of one entry to the competition per individual entrant. Entries on behalf of another person will not be accepted and joint submissions are not allowed.

4.5 The Promoter reserves all rights to disqualify you if your conduct is contrary to the spirit or intention of the prize competition.

5. The prizes

5.1 The prizes are: first prize of USD 3,000, second prize of USD 1,500 and third prize of USD 500.

6. **Winners**

- 6.1 The competition entries will be judged by a panel of five judges selected by the Promoter.
- 6.2 The unanimous or majority decisions of the judges will be final and no correspondence or discussion will be entered into.
- 6.3 The winners will be announced by or on behalf of the **Promoter** at the Antigua Charter Show 2024.

7. **Claiming the prize**

- 7.1 The **Promoter** will make every reasonable effort to pay prize money, to the winners' bank details provided to the **Promoter**, as soon as reasonably possible following the announcement of the winners.
- 7.2 The prize may not be claimed by, or paid to, any third party on your behalf.
- 7.3 The **Promoter** does not accept any responsibility if the Promoter is unable to pay the prize money.

8. **Limitation of liability**

Insofar as is permitted by law, the **Promoter** 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 occurring as a result of taking up the prize except where it is caused by the negligence of the **Promoter** or that of its employees or contractors. Your statutory rights are not affected.

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

- 9.1 Subject to the rest of this clause 9, the **Promoter** does not claim any rights of ownership in your competition entry.
- 9.2 You agree that the **Promoter** may, in its sole discretion, make your entry available on its website and as part of its social media output (including but not limited to YouTube) and shown publicly at any event. You grant the **Promoter** a non-exclusive, worldwide, irrevocable licence, for three years after the closure of the competition, to use, display, publish, transmit, copy, edit, alter, store, re-format, your competition entry, whether a winning entry or not.

10. Data protection and publicity

- 10.1 Subject to these Terms and Conditions, the **Promoter** will only process your personal information as set out in the **Promoter's** privacy policy.
- 10.2 The winner may be asked to take part in the **Promoter's** public relations and marketing and the winner's name and image(s) may be used in the **Promoter's** social media marketing.

11. General

- 11.1 If there is any reason to believe that there has been a breach of these Terms and Conditions, the Promoter may, at its sole discretion, reserve the right to exclude you from participating in the competition.
- 11.2 The Promoter reserves the right to hold void, suspend, cancel, or amend the prize competition where it becomes necessary to do so.
- 11.3 These Terms and Conditions are governed by English law. If any entrants to this promotion wish to take court proceedings, then they must do this within the courts in England or Wales.