

1. Introduction

1.1 These Terms and Conditions (**Terms**) cover both:

1.1.1 [Part 1: Nominee Entry to the Awards; and](#)

1.1.2 [Part 2: Award Tickets.](#)

1.2 By submitting an Entry to the Awards or purchasing Tickets you are entering into an agreement with BMJ Publishing Group Limited (Company No 3102371; registered office at BMA House, Tavistock Square, London WC1H 9JR; and VAT no 674738491) (hereafter references to “We” or “Us” shall apply to BMJ) on these Terms.

1.3 We have the right, without liability to you, to refuse to allow you to enter the Awards and/or to escort you from the Awards venue if you, in our judgment, breach any of these Terms.

2. Definitions

In these Terms the following definitions shall apply:

Awards means the awards programme known also as **The BMJ Awards**.

Awards Management means persons nominated by BMJ to be responsible for the conduct of the Awards on behalf of BMJ.

Category / Categories means a category of the Awards, as specified in the call for Entries and on the Website.

Entrant means a team or an individual whose work or project is entered for an award.

Entry or Entries means an entry for the Awards.

Personal Data has the meaning given to it in Article 4 of Regulation (EU) 2016/679 (GDPR).

Judges means individuals appointed by the Awards Management to evaluate the Entries. A list of Judges can be found on the Website.

Rules and Regulations means these Terms, the eligibility criteria for each Category and any other conditions specified in the call for Entries or on the Website.

Ticket or Tickets means a ticket or tickets for the Awards ceremony.

Website means www.thebmjawards.bmj.com.

Part 1 – Nominee Entry to the Awards

3. Awards Management's discretion to modify the Awards

3.1 Awards Management reserves the right to withdraw the Awards or modify any aspect of the Awards (including, without limitation, the Rules and Regulations, Categories and evaluation criteria) at its discretion. The decision in this regard will be final and non-contestable. Awards Management will not entertain any queries in this regard.

3.2 BMJ or Awards Management accept no responsibility for any loss or damage that any party may suffer as a result of the Awards being withdrawn or modified.

4. Call for Entries, nomination and participation

4.1 The call for Entries for the Awards will be published on the Website and in The BMJ Journal. Entries may only be submitted via the online entry system on the Website.

4.2 The opening and closing dates for Entries will be specified in the call for Entries. Entries received outside of the specified period may not be accepted.

4.3 Each Entrant is allowed a maximum of two Entries during a single awards year. However, each Entry must be for a separate Category. If a member of a team also happens to be nominated for an individual award then the respective team and individual will be considered as separate Entrants.

4.4 If the same Entrant is submitted for more than two Entries, only the first two Entries (with reference to date/time of submission) will be eligible. All subsequent Entries for that Entrant will be invalid.

4.5 If the same Entrant receives more than one valid Entry in a single Category, Awards Management will attempt to contact each person submitting such Entries and request that they cooperate to produce a single Entry.

4.6 The Awards Management may reclassify Entries between Categories at its discretion.

5. It is the responsibility of the person submitting the Entry to ensure that all members of the Entrant are notified of these Terms.

6. Eligibility Criteria

6.1 All healthcare professionals are eligible to submit an Entry but the Entrant lead must be a medically qualified doctor licensed in the UK and the project or initiative (if applicable to the Category) must be UK led.

6.2 Entries must comply with the eligibility criteria published in the call for Entries.

7. Receipt of Entries

7.1 Receipt of Entry will be confirmed via automated email from the Awards' online entry system.

7.2 Proof of sending cannot be accepted as proof of delivery. BMJ will not be responsible for any error, omission, interruption, deletion, defect, delay in operation or transmission, leading to an Entry being lost or delayed.

8. Completeness of Entries and Disqualification

8.1 Entries may be disqualified at Awards Management's discretion if they do not comply with the Rules & Regulations.

8.2 The person submitting the Entry warrants that the information provided in their Entry is true, accurate and complete.

8.3 If at any time any information provided in relation to an Entrant or Entry is found to be false, misleading or incorrect then, at the discretion of Awards Management, that Entrant and Entry may be disqualified. Awards Management may request proof and/or audit the information contained in an Entry.

- 8.4 If clarification or verification of information is required, Awards Management will make reasonable efforts to contact the Entrant, but will not be responsible if the Entrant does not respond, does not agree to the conduct of the verification, or is uncontactable.
- 8.5 In the event that it is not possible to conduct a verification of the Entry because of failure by the Entrant to cooperate with a request, or for any other reason beyond Awards Management's reasonable control, Awards Management may, at its discretion, disqualify the Entrant and/or Entry or continue in such other manner as it deems appropriate.
- 8.6 Determination of whether or not Entry information is correct and/or sufficient rests with the Awards Management.
- 9. Shortlisting**
- 9.1 After the closing date for Entries, Judges will screen Entries for adherence to the Rules and Regulations. Further information on the judging process may be found on the Website.
- 9.2 Judges will be asked to declare any conflicts of interest to Awards Management.
- 9.3 Conflicts of interest between Judges and Entrants will be dealt with by the respective Judge(s) excusing themselves from consideration of the relevant Entry. If there is any doubt as to whether a conflict of interest has arisen, Awards Management's decision will be final.
- 9.4 At the end of the shortlisting process, a shortlist will be announced for each Category. Normally the shortlist will comprise of up to six Entrants.
- 9.5 Determination of the Category to which an Entry belongs is at the sole discretion of the Awards Management.
- 10. Determination of Winners**
- 10.1 All Entrants shortlisted will be invited to make an in-person presentation to the Judges.
- 10.2 Any Team unable to present to the Judges will be disqualified. In exceptional circumstances, at the discretion of Awards Management, Entrants may be allowed to present remotely via teleconference.
- 10.3 Awards sponsors are invited to observe the in-person judging process. Sponsors are not permitted to enter into any discussion on the presentations or Entries, or to participate in any decision over Entries.
- 10.4 The Judges will assess the Entries based on both the written submissions and the presentations.
- 10.5 There will be one winner per Category. In special circumstances, a special commendation may be awarded to one additional Entrant per Category.
- 10.6 Unless Awards Management have reason to disqualify an Entrant in accordance with the Rules and Regulations, the determination of who should receive an award for any Category rests solely with the Judges.
- 11. Benchmark Reports**
- 11.1 All Entrants will have the opportunity upon submission to purchase a report from BMJ that displays the scores the Entrant achieved during the judging process against an average score for the same Category (**Benchmark Report**). Benchmark Reports will not display comments or feedback from the Judges.
- 11.2 Benchmark Reports will be sent to purchasers after the winner of each Category has been announced.
- 11.3 Neither Awards Management nor Judges will enter into discussion regarding the content of a Benchmark Report.
- 11.4 An Entrant's Benchmark Report will be made available only to that Entrant.
- 12. Intellectual Property**
- 12.1 By submitting an Entry, that person grants an irrevocable, non-exclusive, free of charge, perpetual, worldwide licence to BMJ and its Judges to use the Entry and all supporting documentation and images for the purpose of judging the Awards, publicising the results and the Awards ceremony, and to include a summary of the Entry within any feature or article about the Awards published by (or whose publication is sublicensed by) BMJ in any medium.
- 12.2 The person submitting the Entry warrants on behalf of themselves and any team members that they have the authority to grant the rights set out above and that they have obtained all necessary consents and permissions to do so.
- 12.3 The person submitting the Entry warrants, on behalf of themselves and any members of the Entrant, that the information contained in any Entry they submit does not infringe the intellectual property, privacy or any other rights of any third party, and does not contain anything, which is libellous, defamatory, obscene, indecent, harassing or threatening.
- 12.4 The person submitting the Entry and/or the Entrant shall indemnify BMJ for any loss, damage or liability suffered by BMJ arising in connection with any breach of the warranties given in this Section 11.
- 12.5 BMJ reserves the right to retrospectively disqualify any Entrant whose members act or omit to act in any way which prevents or undermines BMJ's ability to exercise its rights under this Section 11.
- 13. Personal Data**
- 13.1 We will use the Personal Data supplied on the online entry form for shortlisting purposes in accordance with these terms. We consider this processing of Personal Data is necessary to perform this contract and for our legitimate interests. The online entry form may also ask the person submitting the Entry to provide to consent to BMJ processing the Personal Data of each member of the Entrant for additional purposes which will be specified on the online entry form.
- 13.2 BMJ requests that the person submitting the entry form sends a copy of the BMJ Privacy Policy to each member of the Entrant as soon as possible.
- 13.3 Should any person request that BMJ restrict the processing of, or stop, using their Personal Data, the BMJ will comply with the request. However, BMJ reserves the right to disqualify at any time (including retrospectively) any Entrant if the BMJ is unable to process Personal Data for the purposes set out in the online entry form (including for publicising the Awards).
- 13.4 Entrants should be aware that their Personal Data may be processed as follows:

- 13.4.1 their name, qualifications, affiliations, organisation, team and project details, images, and their performance in any audio and/or video material created at the Awards (whose subject matter may include without limitation, interviews with winners or the Award ceremony) may be published by BMJ in any medium for any purpose connected with the Awards including without limitation, on any BMJ website, via email, marketing campaigns, promotions, programme summaries, and press releases;
 - 13.4.2 any information provided in support of the Entry whether in their online entry form or during presentations, may be used and published by BMJ;
 - 13.4.3 their name, qualifications, affiliations, organisation, team and project details may be shared with selected third parties connected to the Awards for the purposes of both organising and running the awards and marketing; and
 - 13.4.4 they may be contacted about current and future programmes of The BMJ Awards.
 - 13.5 BMJ will not use the Personal Data of Entrants (or the person submitting the entry form if different) for any purpose other than as specified in either the online entry form, these Terms or in the BMJ Privacy Policy (<http://www.bmj.com/company/yourprivacy/>) unless it receives the required consent under applicable data protection legislation.
- 14. Miscellaneous**
- 14.1 No dialogue or correspondence will be entered into regarding any decision made by the Awards Management.
 - 14.2 Entrants understand and agree that entering for the Awards does not entitle the Entrant to any benefit or consideration other than the opportunity to be selected to receive a BMJ Award.
 - 14.3 Participation in the Awards in any manner, including registering information prior to submitting an Entry, amounts to an acceptance of these Rules and Regulations.
 - 14.4 The person submitting the Entry warrants on behalf of themselves and members of the Entrant that they accept and will abide by the Rules and Regulations.
 - 14.5 To the greatest extent permitted by law BMJ has no liability for any costs, expenses, damages, losses, liability or injury arising out of or in any way connected with the Awards. BMJ cannot accept any responsibility for any damage, loss, or disappointment suffered by any Entrant or person submitting an Entry.

Part 2 – Award Tickets

15. Your Tickets

- 15.1 Tickets are valid only for the Awards and the number of person(s) stated upon them or in the relevant ticket email.
- 15.2 During your visit you must retain your Ticket for production on demand by our representatives.

16. Tickets for Entrants

- 17. If you are an Entrant and make the Awards' shortlist you will receive a complimentary Ticket per team to the Awards by entering a promotional code when booking your Ticket. The promotional code will be provided to you once your nomination on the shortlist has been confirmed.

18. Payment

- 18.1 We accept payment with Mastercard, Visa, American Express and Maestro. You must pay for the Tickets before we dispatch them. We will not charge your credit or debit card until your order has been confirmed and we dispatch the Tickets to you.
- 18.2 If we are unable to accept your order for any reason, we will inform you of this by email and will not charge you for the Ticket. This might be because we have identified an error in the price or description of the Ticket.

19. Receiving your Ticket

- 19.1 Once your purchase has been confirmed an order confirmation will be sent to the email address you specified in your order, at which point a contract will come into existence between you and us on these Terms. No agreement is formed between you and us for the sale of Tickets until we email you with this confirmation.
- 19.2 It is your responsibility to check prior to completing your purchase that the information you have supplied to us with regard to your order is accurate.

20. Entry

- 20.1 On arrival at the Awards, you will be required to show the following at point of entry in order to validate your Tickets:
 - 20.1.1 a legible printout of your Ticket(s). We would be happy to accept a legible version on a mobile phone or similar device; and
 - 20.1.2 the credit or debit card used to purchase the Ticket(s).
- 20.2 If you fail to produce any of the above items you may not (subject to our discretion) be admitted to the Awards using your Ticket.
- 20.3 Your visit to the Awards venue is at all times subject to any notice to visitors posted at the Awards venue. In addition, you and any persons for whom you have bought Tickets must comply with any reasonable instructions given to you by any venue staff or our representatives.

21. Amendments to Awards

- 21.1 We reserve the right at our discretion to alter our advertised arrangements for the Awards and to suspend or cancel the Awards without notice.
- 21.2 Should suspension or cancellation of an Awards (or any part of it) be necessary we will attempt to contact you (by email to the email address provided in your order). Please check your email inbox before travelling to the Awards to avoid an unnecessary journey should the Awards be suspended or cancelled. If an alternative date for the Awards is arranged we will

offer you Tickets for the new date at no extra cost. If you do not wish to accept this offer then we will refund you the full price paid for the relevant Tickets.

22. Resale

You may not re-sell Tickets without our prior written consent. We will (at our sole discretion) refuse entry to any person who attempts to enter an Awards with a Ticket that has been resold without our written consent and no compensation whatsoever is payable by us if this occurs.

23. Right to refund

Other than elsewhere specified in these Terms, no refunds will be offered.

24. Lost Tickets

We will not be responsible for any Tickets that are lost or deleted. Replacement Tickets will only be issued at our discretion.

25. Our responsibility for loss or damage suffered by you

We are responsible for loss or damage you suffer that is a foreseeable result of our failure to (i) comply with these Terms or (ii) use reasonable care and skill. This includes liability for: death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; fraud or fraudulent misrepresentation; and breach of your legal rights in relation to your Tickets.

25.1 We are not liable for business losses. We only supply Tickets for private use. If you use the Tickets for any commercial, business or re-sale purpose we will not be liable to you for any loss of business, loss of revenue, loss of profits or loss of business opportunity.

26. Filming and Photography

We may authorise third parties to, carry out filming, photography and/or sound recordings at an Awards. We and any third party authorised by us may include you (and those you have bought Tickets for) in such films, photographs and/or sound recordings and may exploit such films, photographs and sound recordings in perpetuity in any format whatsoever without payment. You are responsible for bringing this provision to the attention of any person for whom you have bought Tickets. We will always let visitors know if filming or photography is taking place during their visit, and the nature of it.

27. Data protection

Any personal information you provide to BMJ in relation to purchasing Tickets will be processed in line with our [Privacy Policy](#) and any applicable data protection legislation.

28. Questions and complaints

If you have any questions or complaints about your Tickets please contact us by telephoning +44 (0) 207 383 6478 or by writing to us at awards@bmi.com.

29. Other Important Terms

29.1 Nobody else other than you and us are party to the agreement that is entered into upon these Terms and accordingly no other person shall have any rights to enforce any of these Terms.

29.2 Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of these Terms are unlawful, the remaining paragraphs will remain in full force and effect to the extent applicable (and construed accordingly).

29.3 These Terms are governed by English law and you can bring legal proceedings in respect of Tickets in the English courts.