

The Barton Rising Star Competition

Terms and Conditions

1. By entering this competition entrants accept these terms and conditions together with any specific instructions and terms which may be mentioned in any electronic messages, or on the website, or communicated to entrants in any other way ("competition information"). Such competition information shall prevail in the event of there being any inconsistency between these competition terms and conditions and any competition information.
2. Barton Marine, or any affiliated entities may cancel or amend any competition, competition information, or these terms and conditions without prior notice. Any changes will be posted either within the competition information or these terms and conditions.
3. Entrants/entries
4. All submissions must be in English
5. The competition is open to all residents of the United Kingdom, i.e. England, Northern Ireland, Scotland, and Wales. For the avoidance of doubt, Jersey, Guernsey, and the Isle of Man are not part of the United Kingdom for these purposes.
6. Entrants must be willing to accept Barton Marine as their main sponsor
7. The winning entrant must at all times respect Barton Marine's brand values – sailing in an honest and fair manner and always abiding by racing rules.
8. By submitting a video, you give Barton Marine and affiliated entities the right to include your video in future media and for promotional purposes
9. Entrants under 18 must have the consent of their parent or legal guardian to enter
10. Each individual entrant is allowed a total of one (1) submission per competition
11. Entrant must be an individual. No group or team submissions permitted.
12. Each Submission, including Video Submissions:
 - a. Must be the original work of the Entrant produced for this competition, and should not be the result of any material creative collaboration with any other individual or third party;
 - b. Must not have been published previously in any medium; it must not infringe on any party's intellectual property, including but not limited to copyright, trademark or right of privacy or publicity or any other rights;
 - c. Must not include any infringing depictions of any third party trademarks or logos; including but not limited to on clothing such as T-shirts, hats, etc.;
 - d. Must not contain any copyrighted works. You may not include any music in your Submission other than original music created and legally owned by the Entrant. Use of any music in your Submission created or owned by any third party may result in disqualification of the submission.
 - e. Barton Marine, or any affiliated entity or organisation reserves the right, in its sole discretion, to remove or blur or to ask the applicable Entrant to remove or blur any non-material elements (e.g. Small logos on clothing, artwork hanging in the background, etc.) Rather than disqualify an otherwise compliant submission.
 - f. Must be suitable for display and publication, including for display and publication online (e.g. It may not be obscene or indecent, including but not limited to nudity or profanity); it must not contain obscene or pornographic material, it must not contain defamatory statements or messages (including but not limited to words, images, or symbols that are widely considered offensive to individuals of a certain race, ethnicity, gender, religion, sexual orientation or socioeconomic or other group), it must not include threats to any person, place, business, group or world peace, it must not invade privacy or other rights of any person, firm or entity, and it must not in any other way violate or depict a violation of applicable laws and regulations;
13. Submissions that do not comply in all material respects with these Official Rules or that otherwise contain prohibited, or inappropriate content as determined by Barton Marine, or any affiliated entity or organisation, in its sole discretion, will be disqualified and will not be considered. Barton Marine, or any affiliated entity or organisation makes the final determination as to which Submissions are eligible to take part in this Competition and be considered for the award.
14. By entering this Competition and uploading your Submission, you (or your parent or legal guardian if you are under the age of 18), where legally permissible, waive all moral rights in the Submission for use in relation to the Competition and/or allowing Barton Marine, or any affiliated entity or organisation to modify the Submission as described in these Official Rules and in promotion (including but, not limited to print, digital, social, or other medias) of Barton Marine, or any affiliated entity or organisation.
15. All Entrants must have a valid email address.

The Prize

1. No substitution of prize is offered, except at the sole discretion of Barton Marine, or any affiliated entity or organisation.
2. Prizes are non-transferable.
3. If a prize, or any portion thereof, cannot be awarded for any reason, Barton Marine, or any affiliated entity or organisation reserves the right to substitute the prize with another prize of equal or greater value.
4. Barton Marine, or any affiliated entity or organisation reserves the right, at its sole discretion, to cancel, modify or terminate the Competition at any time.
5. By accepting the prize, the winner agrees to honour their obligations as set out below:
 - a. Following Barton Marine approval before submission, the winner will record, edit and publish a review of each product provided by Barton Marine, lasting at least 1 minute each
 - b. Following Barton Marine approval before submission, the winner will record, edit and publish a minimum of 12 diary/blog videos lasting at least 2 mins each.
 - c. Attend agreed industry events which will be a minimum of 2 (e.g. Southampton Boat show 2020, Dinghy show 2021)

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The Competition

1. No responsibility or liability is assumed by Barton Marine, or any affiliated entity for technical problems or technical malfunction arising in connection with any of the following occurrences which may affect the operation of the Competition: hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity or other online communication problems; errors or limitations of any Internet service providers, servers, hosts or providers; garbled, jumbled or faulty data transmissions; failure of any email transmissions to be sent or received; lost, late, delayed or intercepted email transmissions; traffic congestion on the Internet or the competition site; unauthorized human or non-human intervention of the operation of the Competition, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms; or destruction of any aspect of the Competition, or loss, miscount, misdirection, inaccessibility or unavailability of an email account used in connection with the Competition.
2. Barton Marine, or any affiliated entity are not responsible for any personal injury or property damage or losses of any kind which may be sustained to users or any other person's computer equipment resulting from participation in the Competition.
3. Entrants and Winner agree to release and hold harmless Barton Marine, or any affiliated entity, from any and all liability for loss, harm, damage, injury, cost or expense whatsoever including, without limitation, property damage, personal injury and/or death which may occur in connection with, preparation for, travel to or participation in the Competition, or possession, acceptance, use and/or misuse of prize or participation in any Competition-related activity and for any claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement or any other intellectual property-related cause of action.
4. Employees of Barton Marine, and members of their immediate families (including any live-in partner or household member) may not enter.
5. Employees of any company involved in this competition, and members of their immediate families (including any live-in partner or household member) may not enter.
6. The opening and closing dates and times for entries are as indicated in the competition information. Any entries received before the opening and after the closing of the competition will be invalid and will not be entered into the competition.
7. The judging criteria for the competition is as indicated in the competition information. The decision of Barton Marine, or any affiliated entities, is final.
8. The winner will be notified within 21 days after the closing date, or as otherwise indicated in the competition information. He/she will be contacted on the phone number, by SMS text, or email address provided when entering the competition. The winner will have a specified fixed time period in which to claim his or her prize. If Barton Marine, or any affiliated entities, are unable to notify the winner, or if the winner fails to respond within the fixed time period as specified, this may result in forfeiture of the prize and Barton Marine, or any affiliated entities, reserves the right to select an alternative winner in accordance with these terms and conditions and the competition information.
9. Barton Marine, or any affiliated entities, may in its sole discretion refuse to provide a prize, or seek its recovery, in the event of non-entitlement under these terms or an entrant's breach of these terms, fraud, dishonesty, or other inappropriate or improper conduct.
10. The prize winner must commit not to disparage Barton Marine as a company, or any of its officers, directors, employees or products for a minimum period of five years. This includes all forms of verbal and written communication.
11. The Competition shall be governed in accordance with the laws of England and Wales. The English courts shall have exclusive jurisdiction over any claims or disputes arising from the Competition. If any provision of these terms and conditions is determined by any competent court or tribunal to be invalid, void, or unenforceable for any reason, such provision shall to that extent be severed from the remaining provisions which shall continue to be valid and enforceable to the fullest extent permitted by law.
12. Barton Marine reserves the right to end the competition at any time

Data Protection

1. All Entrants grant (and agrees to confirm this grant in writing, if requested) permission for Barton Marine, or any affiliated entity to use his/her name, photograph, voice and/or likeness, for advertising and/or publicity purposes in any and all media now known or hereinafter invented without territorial or time limitations and without compensation.
2. The first name and surname of the winner will be published by Barton Marine and entrants grant to Barton Marine a non-exclusive licence to use and publish their entry in any media for the purpose of announcing the winner.
3. Barton Marine, or any affiliated entities, may exercise its sole discretion to use the winner's name, and image and their comments relating to the prize and competition experience for future promotional, marketing and publicity purposes in any media worldwide without notice or without any fee being paid.
4. If a Video Submission includes the image/likeness of any identifiable persons other than Entrant, Entrant agrees to obtain the consent of all such identifiable persons who appear in the Video Submission before entering the Video Submission and shall provide evidence of such consent to Barton Marine or any affiliated entity or organization upon request.
5. Information, data and any personal data which is provided by entrants when they enter will be held and used by Barton Marine, any affiliated entities, and their suppliers and contractors in order to administer the competition.
6. Barton Marine and any affiliated entities shall comply with all applicable requirements of the Data Protection Act 2018, the General Data Protection Regulation, any successor legislation or other applicable law.

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