

# TERMS & CONDITIONS



SCM World  
Gartner

## POWER OF THE PROFESSION AWARDS

The SCM World Power of the Profession Awards 2019 (the “Awards”) are administered by Rapture World Limited, trading as SCM World, registered in England under Company Number 06443794 with its registered office at 2 London Bridge, London SE1 9RA (“SCM World”). These terms and conditions (“Terms”) apply to all entries to the Awards.

1. The Awards are open to all businesses and individuals worldwide that own, operate and/or manage a supply chain, excluding software vendors, consultancies, academic institutions or those deemed as purely service providers. Supply Chain Breakthrough and Talent Breakthrough awards will each be given to exactly one company but there is no limit per company on number of nomination submissions.
2. The decision as to whether the requirements of paragraph 1 have been met will be made by SCM World and will be final.
3. The eligibility period for entries – i.e. when the supply chain breakthrough resulted in demonstrable impact in 2018.
4. Persons submitting nominations/entries commit that they are authorised to do so by the nominated business (or the business for which a nominated individual works) and agree on behalf of the nominated business to be bound by and comply with these Terms, the Nomination Form and the information contained on the <http://www.scmworld.com/awards> website.
5. The deadline for Award entries is midnight GMT on 10 August 2018. Award nominations must be submitted online via <http://www.scmworld.com/awards>.
6. Nominations may be made free of charge. Submitted nominations will be confirmed by SCM World once they have been received.
7. Persons submitting nominations acknowledge and agree on behalf of the nominated business that:
  - a. shortlisted submissions and finalists’ entries (including material submitted in connection with each entry) will be published on the SCM World website and app and otherwise in connection with administration and promotion of the Awards, and a licence is granted for such purposes; and
  - b. that reasonable use may be made of the nominated businesses’ and/or its brand names in promotional material and news reporting connected to the Awards.
8. The community vote element of the Awards is open to subscribers to SCM World and Gartner’s community. A maximum of one vote per company-validated email address per award category will be accepted and companies may not vote for themselves. All “self-votes” will be discarded while the remaining votes will be tabulated as an official ballot. If SCM World suspects or notices any suspicious activity in relation to any entry, whether by the entrant or by third parties, it reserves the right to disqualify an entrant. If SCM World suspects or notices any suspicious activity in relation to any entry, whether by the entrant or by third parties, it reserves the right to disqualify an entrant.



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9. The judges' decisions are final, and no judge will enter into conversation or correspondence about decisions that have been made. This includes the SCM World research executives', the senior supply chain executives' and the leading supply chain academics' decisions. Please see the website for full details of the judging process.
10. The winner of each category will be announced at the Awards ceremony and dinner due to take place in Miami on 5 February 2019. There will be no prior disclosure.
11. These Terms, together with the material listed at paragraph 4 above, constitute the entire agreement of the parties. In entering into this agreement, the parties have not relied on, and shall have no remedy in respect of, any statement, representation, warranty, understanding, promise or assurance (whether negligently or innocently made) of any person other than as expressly set out in this agreement.
12. Nothing in this agreement shall exclude or limit SCM World's liability for death or personal injury caused by its negligence, fraud or any other liability which cannot be excluded or limited under applicable law. Subject to this:
  - a. SCM World shall not be liable under or in connection with this agreement whether in contract or tort (including negligence) or otherwise for any loss of goodwill or reputation, or for any indirect or consequential loss or damage;
  - b. SCM World's total aggregate liability under or in connection with this agreement, whether in contract, tort (including negligence) or otherwise, shall in no circumstances exceed £1,000
13. Personal data submitted to SCM World in connection with the Awards will be shared with the judges and otherwise used in accordance with SCM World's privacy policy at <https://www.gartner.com/privacy>. The names of individual companies nominated for an Award will be published on the SCM World website and otherwise in connection with the administration of the Awards.
14. If any provision of this agreement is held by any court of competent authority to be illegal, invalid or unenforceable in whole or in part under any enactment or rule of law, that provision will be deemed to be deleted and not to form part of this agreement and the enforceability of the remainder of this agreement will not be affected.
15. A person who is not a party to this agreement shall not acquire any rights under it or be entitled to enforce any of its terms whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
16. The construction, validity and performance of this agreement shall be governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English courts to resolve any dispute between them arising under or in connection with this agreement that cannot be settled amicably.