

Applicant Terms and Conditions

“Competition” means Visit York Tourism Awards and the VisitEngland Awards for Excellence

“Organiser” means Make It York/VisitYork

“You” means the individual who submits an application

“Platform” means OpenWater

By submitting an application to the Competition, you agree to be bound by the following terms and conditions:

- Applications for the Competition must be submitted within the time and date ranges specified at www.visitork.org/tourismawards
- Applications must be submitted via OpenWater following the link at www.visitork.org/tourismawards
- It is free to apply to all of the Competition categories.
- You must be open at some point between September 2022 and November 2022, so the judges can visit if required. If you are due to be closed for any part of this period, please ensure this is highlighted in the ‘closures’ box on your application.
- The Organiser and VisitEngland reserve the right to amend the judging process should further Government restrictions apply at the time, or if any other circumstances make mystery shopping or face-to-face visits impractical.
- Applications may be submitted by any individual representing the business applying and the individual who submits the application will also become the contact whom all correspondence from the Organiser and VisitEngland concerning the Competition will be addressed to.
- You must inform the Organiser immediately of any changes to the contact information relating to you or the business applying during the Competition.
- Employees or representatives/agents of the Organiser and VisitEngland are not eligible to submit an application to the Competition except for categories in which third party nominations are publicly invited.
- The business applying complies with all current and relevant legal and licensing obligations.
- The judges reserve the right to not consider an application if this is in doubt and cannot be confirmed.
- You can apply for more than one category, except where specified within the eligibility criteria, but separate applications must be completed for each.
- Applications will only be considered if they are deemed to meet the eligibility criteria.
- Applications will only be considered if they are submitted via the Platform and completed in full and do not exceed the maximum word counts.
- The Organiser reserves the right to move an application into a different category, if deemed more appropriate and should this occur the business affected will be informed.

- You will, if requested, reimburse the judge and his/her partner (or family/companions in the case of some visitor attractions or experiences) on departure for the cost of the mystery visit/overnight stay, any meals taken (alcoholic drinks only for Pub of the Year, Taste of England Award and Small and Large Hotel of the Year categories), or any admission or ticket cost as appropriate to the category.
- You agree to be part of any publicity undertaken in association with the Competition. You accept and agree that the Organiser and VisitEngland may use or publish any photographs, comments or evidence submitted at any stage of the Competition in any media, waiving any rights to payment or to inspect and approve a finished product.
- You confirm that you or the business applying own the copyright to any photographs included with your application.
- The Organiser and VisitEngland may send you communications via email in relation to your application to the Competition e.g. reminders of the deadline and to submit your application, notification of successful application submission, judging feedback, applicant survey, event invitation.
- The Organiser and VisitBritain/VisitEngland may store your contact information within databases to send you marketing communications including newsletters, future events and promotions unrelated to the Competition.
- Competition judges may decline to award winners at any level in some or all categories, if in their opinion there are insufficient entries of a winning standard.
- The prize provided by the Organiser for each winner will be a certificate and/ or a trophy. There is no cash alternative.
- Competition winners may publicise their success indefinitely provided the placing, category and year are specified in all publicity and materials.
- Competition winners may only use the specific logo issued by the Organiser or VisitEngland and not modify it in any way, nor use, or adapt for use, any other logo connected with the Organiser or VisitEngland.
- The logo may only be used alongside the location or part of the business that has won an award e.g. a self catering provider with multiple properties across different locations must only use the logo alongside the winning location.
- The Organiser and VisitEngland will not accept responsibility for applications delayed or lost as a result of any network, computer hardware or software failure.
- In the event of any dispute regarding the Competition eligibility criteria, application forms, judging process, choice of finalists/winners or any other matter relating to the Competition, the decisions of the Organiser and VisitEngland shall be final and no correspondence or discussion shall be entered into.

ADDITIONAL TERMS

National Judging

- Should you win an award in your local/regional Competition you **may** be automatically put forward for national judging by VisitEngland for the VisitEngland Awards for Excellence 2023.

- You must notify the Organiser in writing at the time of application if you do not wish to be put forward for national judging.
- In rare circumstances VisitEngland may deem that an application does not meet the eligibility criteria and reserves the right not to consider the application for national judging.
- It is not possible to revisit your application prior to being put forward for national judging.
- VisitEngland reserves the right to move an application into a different category, if deemed more appropriate.
- The prize provided by VisitEngland for each winner will be a certificate and/ or a trophy. There is no cash alternative.
- Any queries in relation to national judging should be directed to VEAwards@visitengland.org
- Any data you provide will be handled in accordance with the [Make It York's privacy policy](#), [VisitEngland's privacy policy](#) and [Open Water's privacy policy](#) (application software provider) available on their websites.
- The Organiser, VisitEngland and OpenWater reserve the right to amend their privacy policies from time to time, and new versions will be provided on their websites. The most up to date version of any policies hosted on their websites will bind you and them.