

Competition Terms and Conditions

Any use by you of the website operated by Diageo at www.atasteforlife.co.uk (the "Site") is conditional upon your acceptance of these Terms & Conditions, including our [Privacy Statement](#). We reserve the right to amend these Terms & Conditions from time to time without notice and at our discretion. It is your responsibility periodically to review this page for updates to these Terms & Conditions, which shall come into effect once posted. See the box below for a summary of updates. Your continued use of the Site constitutes acceptance of these Terms & Conditions, including our [Privacy Statement](#). We reserve the right to change, modify, suspend or discontinue any portion of the Site at any time. We may also impose limits on certain features or restrict your access to parts or the entire Site without notice or liability. The Site is operated by a member of the Diageo group of companies, the ultimate holding company of which is Diageo plc (registered in England and Wales with company number 23307 and registered address at 8 Henrietta Place, London W1G 0NB, United Kingdom).

The Site is intended for use by you only if you are of legal age to purchase alcohol in your country of residence and in the country from which you are accessing the Site. If you do not fall within this category, you may be in breach of laws or regulations applicable in your country of residence or in your country of access and you should leave the Site immediately.

IF YOU DO NOT ACCEPT THESE TERMS & CONDITIONS PLEASE LEAVE THE SITE NOW.

All references to 'our', 'us', 'we' or 'company' within this policy and within the opt-in notice are deemed to refer to Diageo plc, its subsidiaries, affiliates and associates.

1. "Taste for Life" competition: terms of entry

- a) The Promoter of this competition is Diageo plc, a company registered in England whose registered office is 8 Henrietta Place, London, W1G 0NB and whose company number is 23307 ("Diageo") in association with Flickr and Magnum Photos. Please DO NOT send entries to this address.
- b) The competition is open to entrants who are individuals and residents of the United Kingdom who are aged 18 and over. The competition is not open to employees of Diageo or anyone else professional associated with this competition (all such persons to be known as "Connected Persons").
- c) However, Connected Persons may enter photos for fun although they will not be eligible for official entry into the competition.

- d) There are two age groups for entrants. One group for those aged between 18 years and 24 years and another group for those aged 25 years and over.
- e) All competition entries must be uploaded to the “Taste for Life” Site located at www.atasteforlife.co.uk
- f) The closing date for entries is 23.59 hours on 12th April 2009. Postal entries will not be accepted.
- g) Entry to the competition is free. You will not be paid for any entries into the competition. Entrants must fully complete the registration process on the “Taste for Life” Site, as detailed in clause 4 below.
- h) Entrants will require a Flickr account before entering the competition.
- i) Bulk entries made from trade, consumer groups or third parties will not be accepted.
- j) [Each entrant may submit up to 5 images in total.](#)
- k) Entries posted in breach of these Terms & Conditions of use will be invalidated and removed from the competition.

2. Selecting and announcing the finalists and winner of the competition

- a) The competition is split into five categories: Adventure, Relationships, Cocktails and Glamour, Achievements, Festivals & Celebrations.
- b) *Entrants are invited to submit photos from their Flickr account that they believe represent one of the five categories of the competition*
- c) For the age category 25 years and over, a shortlist of up to 40 entries will be compiled from all categories by the competition organisers for an independent panel of judges [appointed by Diageo] to choose one overall winner and up to ten runners-up. Up to 40 shortlisted entries will also feature on www.atasteforlife.co.uk with an opportunity for the general public to vote for ‘The People’s Choice’ winning image. The winner of the ‘People’s Choice’ will receive this acknowledgement and no other financial prize or reward.
- d) For the age category 18-24 years, a shortlist of up to 40 entries will be compiled from all categories by the competition organisers for the Panel to choose one overall winner and up to ten runners-up. Up to 40 shortlisted entries will also feature on www.atasteforlife.co.uk with an opportunity for the general public to vote for ‘The People’s Choice’ winning image. The winner of the ‘People’s Choice’ will receive this acknowledgement and no other financial prize or reward.
- e) As soon as possible after the closing date (12th April 2009), the Panel will announce the finalists from each age group.

- f) The winner and runners-up photographs from both age categories will be exhibited at Liberty in central London and the exhibition will be called the "Taste for Life Exhibition".
- g) Within three weeks of the closing date, the winner and runners-up from both age categories will be notified of their prize and that their entry will be exhibited at the "Taste for Life Exhibition" either by an e-mail to the e-mail addresses submitted on their registration form, or via telephone, depending on the preferred contact method as indicated in the registration process. The winner of each age category must formally accept the prize by providing a postal address for the prize to be sent to.
- h) The "Taste for Life Exhibition" will take place between the 18th and 23rd May 2009. All finalists will be invited to attend the presentation evening in Liberty at their own cost.
- i) The Panel's decisions are final and no correspondence will be entered into.
- j) The winners' prizes and runners-up prizes are non-transferable and there is no cash alternative
- k) The winners and/or runners-up may be required to take part in publicity
- l) If you wish to be notified of the winners' details, please send a SAE marked "Winners List" (after 18th May 2009) to 29-35 Lexington Street, London W1F 9AH.

3. Competition prizes

- a) Prizes for the "Taste for Life" competition are as follows:
 - i) For the 18-24 age group: 1st place prize: £5,000 and the chance for their photo to be displayed alongside Magnum photos at Liberty during the "Taste for Life Exhibition";
 - ii) For the 18-24 age group: A runner up prize is the chance for the photo to be displayed alongside Magnum photos at Liberty during the "Taste for Life Exhibition". There will be no cash alternative;
 - iii) For the 25+ age group: 1st place prize: £5,000 and the chance for their photo to be displayed alongside Magnum photos at Liberty during the "Taste for Life Exhibition"; and.
 - iv) For the 25+ age group: A runner up prize is the chance for the photo to be displayed alongside Magnum photos at Liberty during the "Taste for Life Exhibition". There will be no cash alternative.

Terms and Conditions of use of the Site

4. Registration on “[Taste for Life](#) Our Lives”

- a) In the course of your use of the Site, you may be asked to provide personal information to us (such information referred to hereinafter as “User Information”). Our information collection and use policies with respect to such User Information are set forth in the Site Privacy Statement, which Privacy Statement is incorporated into these Terms & Conditions by reference. You acknowledge and agree that you are solely responsible for the accuracy and content of the User Information.
- b) When you register, you are registering as a personal user of “Taste for Life”. Access to registration areas is via your username and password. All prospective members must be 18 years or over
- c) We allow you access to the registration areas of the Site on the basis that:
 - i) your email address and password are personal to you and may not be used by anyone else to access “Taste for Life”;
 - ii) you will not do anything which would assist anyone who is not a registered user to gain access to any registration area of “Taste for Life”; and
 - iii) you do not maliciously create additional registration accounts for the purpose of abusing the functionality of the Site, or other users; nor do you seek to pass yourself off as another user.
- d) If, for any reason, we believe that you have not complied with these Terms & Conditions, we may, at our discretion, cancel your access to the registration areas of the “Taste for Life” Site immediately and without giving you any advance notice.

5. Restriction, Suspension and Termination

- a) We may restrict, suspend or terminate your access to the Site and/or your ability to avail yourself of any of the services on the Site, including interactive services, if we believe that you have breached these Terms & Conditions at any time. Any such restriction, suspension or termination will be without prejudice to any rights that we may have against you in respect of your breach of these Terms & Conditions. We may also remove the Site as a whole or any sections or features of the Site at any time. Please note that we have the ability to trace your IP address and if necessary contact your ISP in the event of a suspected breach of these Terms & Conditions.

- b) If we wish to bring your registration with “Taste for Life” to an end, we will do so by emailing you at the address you have registered stating that your registration has terminated. Your registration will terminate and your email address and password will become invalid on “Taste for Life” immediately.

6. Use of Material appearing on “[Taste for Life Our Lives](#)”

- a) For the purposes of these Terms & Conditions, "Material" means all material published on the “Taste for Life” Site including, without limitation, text and photography whether copyright of Diageo or a third party.
- b) You may download and print extracts from the Material and make copies of these for your own personal and non-commercial use only. You must not download or print the Material, or extracts from it, in a systematic or regular manner or otherwise so as to create a database in electronic or paper form comprising all or part of the Material appearing on “Taste for Life”.
- c) You must not reproduce any part of the “Taste for Life” Site or the Material or transmit it to or store it in any other website or disseminate any part of the Material in any other form, unless we have expressly given permission for you to do so.
- d) We are the owner and/or authorised user of all trademarks, service marks, design marks, patents, copyrights, database rights and all other intellectual property appearing on or contained within the Site, unless otherwise indicated. Except as provided in these Terms & Conditions, use of the Site does not grant you any right, title, interest or license to any such intellectual property you may access on the Site. Except as provided in these Terms & Conditions, any use or reproduction of the material (as defined above) is prohibited.

7. Disclaimer of liability

- a) The Site is provided “as is”, and your use thereof is at your own risk. We, our officers, directors, employees, agents and assigns, disclaim, to the fullest extent permitted by law, all express and implied warranties, including without limitation, any warranties of merchantability, fitness for a particular purpose, performance, title and non-infringement. We do not warrant that the Site will be free from viruses, available, accessible, error-free, uninterrupted or that the contents will be accurate. Although we take reasonable steps to secure the Site, you acknowledge that the internet is not a completely secure medium and we make no warranties, express or implied, that any information or materials you post on or transmit through the Site will be safe from unauthorised access or use. If you are dissatisfied with the Site, your sole remedy is to discontinue using the Site.

- b) To the fullest extent permitted by law, we, our officers, directors, employees, agents and assigns, hereby disclaim all liability for any loss, cost or damage (direct, indirect, consequential, or otherwise) suffered by you as a result of your use of the Site or from any computer virus transmitted through the Site, or other sites accessed from the Site, whether such loss, cost or damage arises from our negligence or otherwise and even if we are expressly informed of the possibility of such loss or damage. In no event shall our total liability to you for all damages, costs, losses and causes of action in the aggregate (whether in contract, tort, including, but not limited to, negligence, strict liability or product liability) and whether or not we were or should have been aware or advised of the possibility of such damage arising from these Terms & Conditions including our Privacy Statement, or use of the Site exceed, in the aggregate £100.
- c) You must not rely on any statement we have published on “Taste for Life” without first taking specialist professional advice. Nothing in the Material is provided for any specific purpose or at the request of any particular person.
- d) You may access other sites via links from “Taste for Life”. These sites are not under our control and we are not responsible in any way for any of their contents.
- e) We do not accept any responsibility for competition entries which are lost, delayed or incomplete.

8. Submitting Material for publication on “Taste for Life”

- a) Users of “Taste for Life” may submit Material for publication in the image upload section of the Site.
- b) When you submit a photograph to “Taste for Life” Site you do so in accordance and in deemed acceptance of these Terms & Conditions, and in particular, on the basis that:
 - i) You warrant that you have taken the photograph(s) you have sent to us or you have permission from or are authorised by the owner of the photograph(s) to send it (them) to us;
 - ii) You warrant that you, or the person from whom you have permission to submit the Material, owns the Copyright and other relevant rights to the Material;
 - iii) You understand that any image submitted to the Competition may be used by Diageo, and its Event Partners, for marketing and promotional purposes of the Competition and ‘Taste for Life Exhibition’ for a maximum of five years after the **exhibition launch on the 18th May 2009**. You hereby

grant Diageo a non-exclusive, irrevocable licence in each entry throughout the world in perpetuity in all media for any use directly or indirectly connected with the Competition but solely connected to the Competition and 'Taste for Life Exhibition', including, but not limited to:

- a. judging the Competition;
 - b. displaying the winning entries and runners up in the 'Taste for Life Exhibition';
 - c. inclusion within the 'Taste for Life' Site;
 - d. inclusion within any materials promoting the Competition and / or 'Taste for Life Exhibition organised by Diageo or its event partners;
 - e. sub-licensing the Entries to the press for reproduction in connection with the Competition and 'Taste for Life Exhibition'; and
 - f. allowing viewers of the 'Taste for Life' Site to view images on a computer screen, PDA or mobile telephone and store such pages in electronic form on disk or on a PDA or mobile telephone (but not on any server or other storage device connected to a network) for their personal, non-commercial use only,
- iv) Selected photographs will be published at the discretion of the editor and you will not be paid, even if your submission(s) is (are) published;
 - v) Any photograph used by Diageo shall carry a credit line. Any failure to provide such credit line shall not be deemed to be a breach, as long as Diageo uses its reasonable endeavours to rectify such failure within a reasonable period from the date of notice of such failure
 - vi) Images submitted to the competition will not be used in commercial products or merchandise nor licensed commercially;
 - vii) Entrants are able to decline any commercial usage licences offered to them and such action will not affect their chances of being chosen as a winning entry;

- viii) We may cut, edit, crop or arrange your photograph(s) as we think fit;
 - ix) We may remove your photograph(s) from the “Taste for Life” Site at any time;
 - x) Your name will be published alongside your photograph(s), but we may edit or delete any comments which you submit along with your photograph(s) should we deem them as not suitable for publication;
 - xi) Publication of any text you submit to us will be at the sole discretion of the editor and we reserve the right to make additions or deletions to the text prior to publication, or to refuse publication;
 - xii) You warrant that the Material you submit is not obscene, offensive or defamatory of any person or otherwise illegal;
 - xiii) You agree not to submit Material on “Taste for Life” which is deliberately intended to upset other users; and
 - xiv) You acknowledge that any breach of these warranties may cause us damage or loss and you agree to indemnify us in full and permanently against any third party liabilities, claims, costs, loss or damage we incur as a result of publishing Material you submit to us, including consequential losses.
- c) We reserve the right to remove your registration completely if we believe you are abusing “Taste for Life” in any way.
 - d) All entrants must be able to supply a high resolution image suitable for printing in media and an exhibition should the image be required.
 - e) IMPORTANT: You or the owner of the photograph(s) still own the copyright in the photograph(s) sent to us and are free to republish the photograph(s) wherever you or the owner wish and in whatever medium you or the owner want.

9. Privacy Statement

- a) By entering the Competition, You agree and acknowledge that Diageo is permitted to receive Your registration data. All personal information will be used by Diageo in accordance with its [Privacy Policy](#) (link to be inserted to separate Privacy document).

10. Force majeure

- a) Although we will do our best to provide constant, uninterrupted access to “Taste for Life”, we do not guarantee this. We accept no responsibility or liability for any interruption or delay to the Site or services.

11. Governing Law & Jurisdiction

- a) This agreement is governed by English law and the parties agree to submit to the exclusive jurisdiction of the English courts.

12. Entire Agreement

- a) These Terms & Conditions, including our Privacy Statement, constitute the entire agreement between you and us in relation to its subject matter and supersedes any and all prior promises, representations, agreements, statements and understandings whatsoever between us. To the extent that software is available through the Site, such software may be subject to a license agreement that is distributed or included with such software and you agree to abide by the terms and conditions of any such license agreements. The failure by us to exercise or enforce any right or provision of the Terms & Conditions shall not constitute a waiver of such right or provision. If any provision of the Terms & Conditions is found by a court of competent jurisdiction to be unenforceable or invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms & Conditions shall remain in full force and effect. We may cede assign or otherwise transfer our rights and obligations in terms of these standard terms and conditions to third parties.

13. Update summary

- a) Date last revised: 16.02.09

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