



## **Competition Terms and Conditions:** Everchosen – The Global Warhammer Painting Competition

### **Everchosen category**

#### **1 The Promoter**

The Promoter is Games Workshop Limited of Willow Road, Nottingham, NG7 2WS, UK (**Promoter**).

#### **2 The Competition**

2.1 The category of the competition is Everchosen (the **Competition**).

2.2 Win a hand forged recreation of The Slayer of Kings sword wielded by Archaon the Everchosen by:

2.2.1 bringing a painted Citadel miniature (on a base no larger than 60mm, and that you have painted yourself) into your local Warhammer or participating store on 27<sup>th</sup> July 2019;

2.2.2 having your miniature win the public vote for the best painted miniature submitted to your local store (following this, each store will upload photos of their best painted miniature to be entered into a worldwide vote);

2.2.3 having your miniature come in the top one hundred in the worldwide vote (following this, a panel of judges will decide on the top three miniatures, including the winner); and

2.2.4 coming to Warhammer World in Nottingham (UK) for the announcement of the worldwide winner of the Competition.

2.3 If you are unable to come to the prize giving event, the Promoter will award the invitation and prize to another entry.

#### **3 How To Enter**

3.1 The competition will run for the duration of each Warhammer and participating store's opening hours on the 27<sup>th</sup> July 2019 inclusive.

3.2 All competition entries received after the store closing time on the 27<sup>th</sup> July 2019 will be automatically disqualified.

3.3 To enter the competition:

- 3.3.1 bring a painted Citadel miniature to a Warhammer or participating store on 27<sup>th</sup> July 2019;
  - 3.3.2 the Citadel miniature you bring must have been painted by you and must be on a base no larger than 60mm, and there is no more than one entry per person;
  - 3.3.3 you must be able to leave the miniature at the store so that it can be included in the initial public vote;
  - 3.3.4 on submitting your entry, the store manager will issue you with a numbered receipt; you **must** retain this receipt as you will need it to collect your entry;
  - 3.3.5 if your miniature wins the initial public vote, you will need to photograph it and send this photograph directly to the Promoter to be included in the worldwide vote (instructions will be provided at the time);
  - 3.3.6 if your miniature comes in the top three in the worldwide vote, it will be couriered to Warhammer World, Nottingham (UK) for the prize giving event;
  - 3.3.7 if your miniature comes in the top three in the worldwide vote, you must be available to come to Warhammer World in Nottingham (UK) on 2<sup>nd</sup> November 2019 for the announcement of the competition winner;
  - 3.3.8 if you are unable to come to the prize giving event, the Promoter will award the prize to another entry; and
  - 3.3.9 once the prize giving event has taken place, your miniature will be couriered back to address that you provided when you entered the competition after it has been displayed in Warhammer World for an agreed-upon duration of time.
- 3.4 There is no purchase necessary to enter the competition or win the prize, all you need to do is bring your painted miniature to a Warhammer or participating store on the 27<sup>th</sup> July 2019.
- 3.5 The Promoter will **not** accept:
- 3.5.1 responsibility for competition entries that are lost, mislaid or damaged, regardless of cause; or
  - 3.5.2 competition entries that are not brought to a Warhammer or participating store on 27<sup>th</sup> July 2019.
- 3.6 By submitting a competition entry, you are agreeing to be bound by these terms and conditions.
- 3.7 For questions about the competition, or help with understanding which miniatures will be accepted, please contact your local Warhammer or participating store's manager.

- 3.8 Please see [www.warhammer-community.com/everchosen](http://www.warhammer-community.com/everchosen) or your participating store for a copy of these terms and conditions.
- 3.9 The competition entries will be judged in three stages:
- 3.9.1 on 27<sup>th</sup> July 2019, each Warhammer and participating store will hold a public vote to decide the best entry submitted to that store (**First Vote**), anyone who comes into the store during the First Vote will be asked to submit one vote for their favourite model on the basis of the quality and originality of the painting only, which the store manager will record;
  - 3.9.2 if the First Vote results in a tie-break, the store manager (acting reasonably and impartially) will have the final vote;
  - 3.9.3 each winning entry from the First Vote will then be photographed, and those photographs will be uploaded to [www.warhammer-community.com/everchosen](http://www.warhammer-community.com/everchosen) for a global online vote (**Second Vote**);
  - 3.9.4 the Promoter reserves the right to reject a photograph of an entry and exclude it from the Second Vote at its discretion (for example, if the image is blurred, pixelated or contains something other than the entry model);
  - 3.9.5 the Second Vote will be run from 15<sup>th</sup> August 2019 until 31<sup>st</sup> August 2019 inclusive, during the Second Vote anyone will be able to visit [www.warhammer-community.com/everchosen](http://www.warhammer-community.com/everchosen) and score entries from 1 (lowest) to 5 (highest) on the basis of the quality and originality of the painting only; voters will be shown entries in a randomly-generated order and may vote on as many or as few entries as they prefer;
  - 3.9.6 following the Second Vote, the Promoter will collate the top one hundred entries from the Second Vote and these entries will be judged by a panel of judges at Games Workshop (comprised of the Golden Demon painting counsel and the Warhammer TV painting crew) to decide the top three entries, including the winning entry, the decision of the judges will be final (**Final Stage**);
  - 3.9.7 in the event more than one hundred entries are tied in receiving the highest total average score during the Second Vote, the Promoter will review all of these tied entries during the Final Stage; and
  - 3.9.8 the top three entries will be announced at [www.warhammer-community.com/everchosen](http://www.warhammer-community.com/everchosen) on 6<sup>th</sup> September 2019.

#### **4 Eligibility**

- 4.1 The competition is open to anyone aged sixteen years or over, **except:**
- 4.1.1 anyone living in or resident in Quebec;
  - 4.1.2 employees of the Promoter, or its holding or subsidiary companies;

- 4.1.3 employees of agents or suppliers of the Promoter or its holding company or subsidiaries, who are professionally connected with the competition or its administration;
- 4.1.4 members of the immediate households or families of 4.1.1 and 4.1.2 above.
- 4.2 In entering the competition, you confirm that you are aged sixteen or over, are eligible to win the prize and are available to come to Warhammer World in Nottingham (UK) on 2<sup>nd</sup> November 2019.
- 4.3 The Promoter will only accept competition entries that conform to the following rules:
  - 4.3.1 consist of a single Citadel miniature;
  - 4.3.2 are models which are currently on sale at [www.games-workshop.com](http://www.games-workshop.com);
  - 4.3.3 are sold with a base that is not larger than 60mm at its widest point;
  - 4.3.4 entries may be customised using Citadel bits or parts only; customisation cannot include additions from any other sources; and
  - 4.3.5 have been wholly painted by you.
- 4.4 The Promoter will accept entries which are mounted on a presentational plinth.
- 4.5 There is a limit of one entry per person. Entries on behalf of another person will not be accepted and joint submissions are not allowed.
- 4.6 The Promoter reserves all rights to disqualify you if your conduct is contrary to the spirit of intention of the competition.

## **5 The Prize**

- 5.1 The prize is a hand forged recreation of The Slayer of Kings sword wielded by Archaon the Everchosen. The estimated value of this prize is \$7,000 USD.
- 5.2 The prize is provided by the Promoter and will be presented to the winner at a prize giving event held at Warhammer World, Nottingham (UK) on 2<sup>nd</sup> November 2019.
- 5.3 If you submitted one of the top three entries (as decided by the judges in the Final Stage), you will be invited to Warhammer World, Nottingham (UK) on 2<sup>nd</sup> November 2019 for the prize giving event. The Promoter will arrange and pay for travel and accommodation for you to attend the prize giving event. You may invite guests to accompany you to the prize giving event; however, you will be responsible for your guests at all times and the Promoter will not pay any travel or accommodation costs in respect of guests.
- 5.4 You (and any guests accompanying you) will be responsible for travel insurance, food and drink, spending money, tax or personal expenses and ensuring that you and your guests are able to travel, hold a valid passport and any necessary visas and travel documents. Flights and accommodation, once booked, cannot be rearranged. In the event you fail to attend the prize giving event (unless the Promoter determines

it is outside of your reasonable control, such as the prize giving event being cancelled), the Promoter reserves the right to charge you for any flights or accommodation booked on your behalf.

- 5.5 If you do not attend or are unable to attend the prize giving event, the Promoter will award the invitation and prize to another entry.
- 5.6 There is no cash alternative for the prize. The prize is not negotiable or transferable.
- 5.7 The winner of the competition will not be allowed to take the prize from the prize giving event. The Promoter will arrange for the prize to be couriered to the address provided with the competition entry.
- 5.8 If the law of the winner's country of residence precludes the importation or possession of the prize for any reason, then the winner will not be eligible to receive the prize. In such an event, the winner's name will be engraved on a plaque and will be displayed next to the hand forged Slayer of Kings sword in Warhammer World.
- 5.9 The winner will also receive an invitation to attend the Golden Demon Winners' Day event at Warhammer World.

## **6 Winners**

- 6.1 The decision of the judges in the Final Stage is final, and no correspondence or discussion will be entered into.
- 6.2 The Promoter will contact the top three entries as soon as practicable after the Final Stage, using the telephone number or email address provided after the initial public vote.
- 6.3 The winner of the competition will be announced from the top three entries at the prize giving event. The winner will be announced online at [www.warhammer-community.com/everchosen](http://www.warhammer-community.com/everchosen) on the weekend of 2<sup>nd</sup>/3<sup>rd</sup> November 2019.
- 6.4 At each Warhammer and participating store, a gold, silver and bronze certificate will be awarded to the 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> entries with the most votes.
- 6.5 Following the prize giving event, the three finalists' entries will be displayed at Warhammer World for a period of time to be agreed upon with the winners. After this period of time, the winners' entries will be returned to them at the Promoter's cost.

## **7 Claiming the Prize**

- 7.1 If you are the winner of the competition, you will collect the prize personally from Warhammer World, Nottingham (UK) at the prize giving event.
- 7.2 The prize cannot be collected by or couriered to a third party on your behalf.
- 7.3 The Promoter will make all reasonable efforts to contact the entrants who submitted the top three entries. However, if within two weeks from the Final Stage, those entrants cannot be contacted or have not confirmed attendance at the prize giving

ceremony, the Promoter reserves the right to offer the prize (and attendance at the prize giving ceremony) to any of the entries that progressed to the Final Stage.

7.4 If you do not attend or are unable to attend the prize giving event, the Promoter will award the invitation and prize to another entry.

7.5 The Promoter does not accept any responsibility if you are unable to take up the prize.

## **8 Limitation of Liability**

Insofar as permitted by law, the Promoter, its agents or distributors will not in any circumstances be responsible or liable to compensate the winner or accept any liability for any loss, damage, personal injury or death occurring as a result of taking up the prize except where it is caused by the negligence of the Promoter, its agents or distributors or that of their employees. Your statutory rights are not affected.

## **9 Ownership of Competition Entries and Intellectual Property Rights**

9.1 The Promoter does not claim any rights of ownership in your competition entry.

9.1.1 Entrants who do not win their local Warhammer or participating store's First Vote may collect their entries from the store in which they entered by providing the store manager with their numbered receipt.

9.1.2 Entrants who progress to the Second Vote but who do not place in the top three will be able to collect their entries from their local Warhammer store once the top three entries have been announced in the Final Stage.

9.1.3 If you are one of the top three entries from the Final Stage, your entry will be couriered to Warhammer World, Nottingham (UK) and returned to you in person at the prize giving event or, in the event you do not attend or are unable to attend the prize giving event, be couriered back to the address provided with your competition entry.

9.2 You agree that the Promoter may, but is not required to, make your entry available on any of its websites and any other media, whether now known or invented in the future, and in connection with any publicity of the competition. You agree to grant the Promoter a non-exclusive, worldwide, irrevocable licence, for the full period of any intellectual property rights in the competition entry and any accompanying materials, to use, display, publish, transmit, copy, edit, alter, store, re-format and sub-licence the competition entry and any accompanying materials for such purposes.

## **10 Data Protection**

The Promoter will only process your personal information as set out in the Promoter's privacy policy (as available from the Promoter and amended from time to time).

## **11 General**

11.1 If there is any reason to believe that there has been a breach of these terms and conditions, the Promoter may, at its sole discretion, exclude you from participating in the competition.

- 11.2 The Promoter reserves the right to hold void, suspend, cancel or amend the prize competition where it becomes necessary to do so.
- 11.3 These terms and conditions shall be governed by English law, and the parties submit to the exclusive jurisdiction of the courts of England and Wales.