

Dow's Black & White Competition

Consumer Competition Terms and Conditions:

1. Entries into the Dow's Black and White Competition (**the promotion**) are bound by these terms and conditions and any conditions set by the promoter (Symington Family Estates). By entering this promotion, the participants affirm their acceptance of these conditions.

Eligibility:

2. Only residents in Europe, Asia and North America, aged 18 or over are eligible to enter. Entries are limited to one per household.
3. Participants from North America are not eligible to win any alcohol as part of their prize. It will however be up to the discretion of the promoter to substitute this element.
4. Employees of the promoter or any business involved or associated with this promotion, any of the promoter's agencies and any of their parent and/or affiliate companies as well as the immediate family (spouse, parents and siblings) and household members of each such employee are not eligible to participate. The promoter reserves the right to verify eligibility of all entrants.

Entry Instructions:

5. Internet access is required. To enter:
 1. Follow @dows_port, @leica_camera and @leica_camera_portugal on Instagram.
 2. Take an original black & white photo on the theme "A Moment in Time".
 3. Post your photo on Instagram, tagging @dows_port and using the hashtag #dowsblackandwhite on the caption.
 4. Alternatively, send your entry via Direct Message to @dows_port on Instagram.
 5. Entries should be posted on Instagram during the competition dates. Images that have been uploaded outside of these dates will be excluded
 6. All the required information must be supplied for an entry to be valid. Entries which are not made in accordance with these terms and conditions will not be accepted and will be disqualified. Entries are limited to one entry per person.
6. The entry period opens on 12 June 2023 at 00:00 and closes at 23:59:59 on 15 September 2023 (the Promotional Period).

Prize Details:

7. The winner will receive a €2,000 Leica voucher and a 75cl bottle of Dow's 1983 Vintage Port.
8. The runner up will receive a 75cl bottle of Dow's 1994 Vintage Port and a Leica book "Ninety-Nine Years".
9. We will select two third place winners, who will each receive two Leica books: 'Ninety-Nine Years' and 'Leica Years' by Alfredo Cunha.
10. Winners for the prizes outlined above will be selected between 15th September 2023 and 29th September 2023. The winners will be announced on 29th September 2023.
11. The entries will be judged according to their aesthetic quality and interpretation of the proposed theme. Winners will be selected after consideration from an internal judging panel from Symington Family Estates and a panel of judges from Leica.
12. The winners will be contacted via Direct Message, on Instagram, and must supply their address for prize delivery.
13. Any prizes not claimed by 30th November 2023 will be re-entered into the competition, all entries made during the promotional period will be entered into this draw.
14. Only one entry per person is permitted.
15. Prizes will be despatched within 28 days of the date of the message from the winner confirming their address details.
16. Prizes must be claimed within 28 days of notification.
17. Prizes can only be enacted in accordance with Portugal guidelines.
18. The promoter reserves the right at its absolute discretion to substitute a similar prize of equivalent or greater value or to amend the prize if necessary to do so.
19. Prizes are non-transferable, non-refundable and no cash alternative will be given.
20. Symington Family Estates will not be responsible for any extra charges that may occur for failed delivery of the prizes.
21. A full list of winners' names and countries may be obtained by sending a stamped, self-addressed envelope to the promoter requesting such details at the address stated below, no later than 2nd October 2023 stating, "Dow's Black & White Photography Competition".

General:

22. The promoter is not responsible for any lost, late, incomplete, invalid or misdirected entries, or any entries not received for any reason, which will be disqualified. No responsibility can be accepted for any technical failures of any kind or any unauthorised intervention in any part of the entry process, or for any technical or human error which may occur in the administration of the promotion or the processing of entries.
23. All entries must be made directly by the person entering the promotion. Entries made online by such methods as macros, a script, or the use of automated devices or processes are not allowed, and all such entries will be disqualified.

24. The promoter does not guarantee continuous uninterrupted or secure access to the website hosting the application. Numerous factors outside the control of the promoter may interfere with the operation of the Website. No responsibility will be accepted for any difficulties in entering or any entries that are delayed or corrupted.
25. The promoter accepts no responsibility in the event that it is unable to contact the winner for any reason or details of the prize fail to be delivered due to an incorrect or incomplete address or contact details having been provided by the winner.
26. In the event of any dispute regarding the promotion, the decision of the promoter is final, and no correspondence or discussion shall be entered into.
27. The promoter reserves the right to disqualify any entrant if it has reasonable grounds to believe the entrant's conduct or intention is contrary to the spirit of these terms and conditions or does not follow the rules of the promotion.
28. The promoter will take all reasonable steps to avoid causing undue disappointment to consumers but reserves the right to cancel or amend the promotion or these terms and conditions at any stage if circumstances arise that are beyond its control.
29. Winners may be required to take part in any publicity accompanying or resulting from this promotion. By entering this promotion, you hereby assign to the promoter the complete copyright and all other intellectual property rights whatsoever in any promotional and advertising material and similar which arises out of or is in connection with this promotion. The promoter reserves the right to disqualify any individual it finds to be tampering with the operation of the promotion or to be acting in violation of these terms and conditions or in an unsportsmanlike or disruptive manner. Any attempt by any person deliberately to undermine the legitimate operation of the promotion may be a violation of criminal and civil law and, should such an attempt be made, the promoter reserves the right to seek damages from any such person to the fullest extent permitted by law. The promoter's failure to enforce any of these Terms and Conditions shall not constitute a waiver of that provision.
30. The promoter reserves the right to disqualify any entries that contain imagery which is obscene, violent, xenophobic, sexist, or otherwise offensive to human dignity, other participants, the promoter or the general public.
31. Photographs generated by AI or by similar means are not eligible for this competition. Any entry found to have been created in this way will be disqualified.

Data Protection:

32. DOW's Port is part of Symington Family Estates. For the purpose of the General Data Protection Regulation of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (GDPR) and the Portuguese data protection legislation, Law 58/2019 of August 8th, the data controller in respect of any personal data which may be collected from you as a result of your

participation in this Prize Draw is Symington Family Estates and its subsidiaries.

33. Information collected from entrants will only be used for the purpose of entry into the promotion and for Dow's Port communications, should the consumer opt-in to receive such information. It will not be disclosed to a third party except where absolutely necessary to fulfil the prize offered.
34. By entering this promotion, you hereby warrant that all information submitted by you is true, current and complete.
35. Any information submitted by you must be personal to and relate specifically to you. You hereby warrant that the information which you submit and/or distribute will not infringe the intellectual property, privacy or any other rights of any third party.
36. Any personal data relating to participants will be used in accordance with current data protection legislation. For more information on our Privacy Policy, please visit: <https://www.dows-port.com/privacy-policy>.

Limitations of Liability:

37. Except where prohibited, entrants agree that: (1) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this promotion, but in no event legal fees; and (2) under no circumstances will entrants be permitted to obtain awards for, and entrants hereby waive all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than actual out-of-pocket expenses, and any and all rights to have damages otherwise increased. Subject to clause 32, and subject to any liability arising as a result of its fraud or fraudulent misrepresentation, the promoter's liability for claims related to this promotion is limited to a maximum of three thousand pounds.
38. The Promoter and its associated agencies and companies will not be liable for any illness, injury, damage or loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense or damage which is suffered or sustained (whether or not arising from any person's negligence) in connection with the prizes or accepting or using the prize, except for any liability which cannot be excluded by law (including personal injury, death and fraud) in which case that liability is limited to the minimum allowable by law.
39. All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions shall be governed by and construed in accordance with the laws.

The Promoter:

40. The promoter is Symington Family Estates, Travessa Barão de Forrester, 86 Vila Nova de Gaia 4400-034 Portugal