



These rules are the DHL Fashion Potential Award 2019 Rules (the "Award Rules")

1. PROMOTERS

The promoters are DHL International (UK) Ltd, Southern Hub, Unit 1, Horton Road, Colnbrook, Berkshire, SL3 0BB ('DHL') in conjunction with British Fashion Council, Somerset House South Wing Strand, London, WC2R 1LA ('BFC') (collectively, the "Promoters").

2. AWARD PERIOD:

Applications for the Award (such term as defined in section 4 below) open on Wednesday 01 May 2019.

The time frame between applications opening to the winner being announced shall be referred to as the "Award Period" which shall conclude when the winner is announced in September 2019.

<b>Phase</b>	<b>Start Date</b>	<b>End Date</b>
Applications for the Award open	01 May 2019	31 May 2019
Judging period to select five finalists	01 Jun 2019	16 Jun 2019
Announcement of the finalists	17 Jun 2019	30 Jun 2019
Finalists' mentoring	01 July 2019	8 Sep 2019
Announcement of overall winner	Sep 2019	

Any applications received after 31 May 2019 shall not be accepted.



3. ELIGIBILITY:

To be eligible for the Award, the entrant business must comply with the following criteria:

**Company Registration** It must be an incorporated company registered with Companies House in the United Kingdom.

**Incorporation Date** It must have been incorporated between 1 January 2014 and 1 January 2019.

**Company Size** It must meet two out of the following three characteristics:  
 a) An annual turnover of less than £25m;  
 b) A maximum of 250 employees employed in the business at the time the application is submitted; or  
 c) Total gross assets of less than £12.5m.

**Nature of eligible businesses** The award is open to fashion businesses that market their own products. The products should consist of womenswear, menswear or accessories (including but not limited to: handbags, small leather goods, jewellery, shoes and lingerie).

As categorised by Companies House, appropriate SIC codes (Standard industrial classification of economic activities) include, but are not limited to, the following:

<b>Section C - Manufacturing</b>	
14110	Manufacture of leather clothes
14120	Manufacture of workwear
14131	Manufacture of other men's outerwear
14132	Manufacture of other women's outerwear
14141	Manufacture of men's underwear
14142	Manufacture of women's underwear
14200	Manufacture of articles of fur
14310	Manufacture of knitted and crocheted hosiery
14390	Manufacture of other knitted and crocheted apparel
15110	Tanning and dressing of leather; dressing and dyeing of fur
14190	Manufacture of other wearing apparel and accessories n.e.c.
32120	Manufacture of jewellery and related articles
32130	Manufacture of imitation jewellery and related articles
15120	Manufacture of luggage, handbags and the like, saddlery and harness
15200	Manufacture of footwear
<b>Section G Wholesale and retail trade;</b>	
46160	Agents involved in the sale of textiles, clothing, fur, footwear and leather goods
46420	Wholesale of clothing and footwear
46480	Wholesale of watches and jewellery
47190	Other retail sale in non-specialised stores
47710	Retail sale of clothing in specialised stores
47721	Retail sale of footwear in specialised stores
47722	Retail sale of leather goods in specialised stores
47770	Retail sale of watches and jewellery in specialised stores
47910	Retail sale via mail order houses or via Internet
47820	Retail sale via stalls and markets of textiles, clothing and footwear
<b>Section M Professional, scientific and technical activities</b>	
74100	specialised design activities



**Documentation** Upon request entrants must provide the following:

- Proof of identification for any person connected with the entrant business as requested by the Promoters;
- Copy of valid Certificate of Incorporation issued by Companies House in the UK;
- Copy of utility service or other recurring bill deemed acceptable by the Promoters in the name of the entrant business which also confirms the trading address;

**Additional  
criteria**

- Entrants must be authorised to legally bind the entrant business;
- The business must be in good standing as of the date of submission and must remain so for three (3) months following the conclusion of the Award Period;
- The entrant business cannot be a franchise or similar model;
- The entrant business cannot be a branch of a foreign entity.
- The entrant business must be solvent, and cannot be the subject of any order or resolution for its administration, winding-up or dissolution, does not have an administrative or other receiver, manager, trustee, liquidator, administrator or similar appointed, does not enter into any composition or arrangement with its creditors and is in good financial standing.

DHL shall use its sole discretion as to whether an entrant meets the eligibility criteria to participate in the Award. DHL's decisions regarding an entrant's eligibility, and all other aspects of the Award, are final and binding.

DHL, its parent and affiliated companies, and each of their respective, officers, directors, employees, agents and persons engaged in the development, production or distribution of materials for this Award (collectively, the "Award parties") and the immediate family members (i.e., parent, child, sibling, and spouse) of each and/or persons living in the same household of such individuals (whether related or not) are not eligible to participate in the Award.

This Award is subject to all applicable laws and regulations of England and Wales, and is void in all geographic locations other than the United Kingdom and where otherwise prohibited by law.

No purchase is necessary.



#### 4. AWARD

There will be five (5) finalists who will each receive mentoring from experts selected by the Promoters.

There will be one (1) overall winner, who will be awarded a £20,000 business grant (the "Award").



#### 5. HOW TO ENTER:

To enter the Award, entrants are required to visit the Award website located at [dhl.com/BritishFashion](http://dhl.com/BritishFashion) and submit an entry (the "Entry") between 01 May 2019 and 31 May 2019.

A DHL account is not required to enter the Award.

Entrants will be required to provide responses to a number of questions together with submitting details of their company, as detailed above.

- Full name of applicant
- Email Address
- Contact Number
- Company Name
- Role within the business
- Website URL for the business
- Link to your business listing on [companieshouse.gov.uk/](http://companieshouse.gov.uk/)
- Number of employees
- Company turnover
- Who do you use for international shipping?
- How did you hear about The DHL Fashion Potential Award?
- How would expert mentoring and £20,000 help your business grow?

#### Supporting media

To support the application entrants can upload pictures / video which brings their fashion business to life. This could include:

- Product imagery
- 'Lookbook' or portfolio of designs
- Video advertising your fashion products
- Self-shot video application

Files may not exceed 50MB and should be in the following formats: .MP4, .JPG, .PNG, .GIF.

All entries are subject to approval by DHL, in DHL's sole discretion.

Except where prohibited, entry in the Award constitutes each entrant's consent to the publication of her/his/its name, organizational information and completed Entry, including Digital Images, (to the extent applicable) in any media for any commercial or promotional purpose (including, without limitation, the Internet), without further compensation. Entrants warrant that they are the owner or licensee of all intellectual property and other rights in the images, video and other information submitted to DHL. Entrants shall fully indemnify and keep DHL indemnified from and against all losses, claims, damages, liabilities, fees and expenses (including all reasonable legal fees) suffered or incurred by DHL arising out of or in connection with any infringement or alleged infringement of any intellectual property rights of any third party as a result of the entrant's submission of or DHL use or possession of any images, videos or other information provided to DHL by or on behalf of the entrant. Entrants grant DHL a non-exclusive, worldwide, non-terminable, royalty free licence to use, modify, adapt, make available, publish and distribute all images, video and other information in any media as DHL deems necessary to organise, administer, promote or otherwise perform the Award in accordance with these Award Rules.

By submitting information as part of this Award you expressly agree to authorise DHL and its subsidiaries to use such information for the purposes of administering the Award as well as to use the information in connection with the Award. Information concerning Data Protection is provided below. However, DHL will comply with all mandatory applicable laws and regulations concerning data protection and privacy.

There is a limit of one (1) entry per business.



6. DIGITAL IMAGERY AND VIDEO CRITERIA:

Notwithstanding any other terms of these Award Rules, if any submitted digital image or video contains any material or elements that are not owned by the entrant and/or which are subject to the rights of third parties, and/or if any persons appear in the image, the entrant is responsible for obtaining, prior to submission of the photograph or video, any and all releases and consents necessary to permit the exhibition and use of the image or video in the manner set forth in these Award Rules without additional compensation. If any person appearing in any photograph or video is under the age of 18 (eighteen) the signature of a parent or legal guardian is required on each release.

If a professional image or video is submitted, entrant is responsible for securing usage rights from the photographer or videographer to reproduce, distribute, display, and create derivative works of the image in connection with the Award and promotion of the Award, in any media now or hereafter known.

Upon DHL's request, each entrant must be prepared to provide (within seven (7) calendar days of receipt of DHL's request) such signed release from all persons who appear in the photograph or video submitted, authorising DHL and its licensees ("Authorised Parties"). Failure to provide such releases upon request may result in disqualification at any time during the Award and, if applicable, selection of an alternate winner



## 7. SELECTION OF FINALISTS

The Promoters in their sole discretion will consider the following in determining the five (5) finalists:

- Quality of fashion designs and products
- Quality of the company's direct to consumer ecommerce site
- Suitability of brand and products for international consumers
- How the mentoring and prize money would help the business to grow

Consideration will also be given to (and not limited to):

- Sustainable business practice
- Positive impact on the community
- How well the entrants' brand aligns with the Promoters' brands.

During the Judging Period, five (5) finalists will be chosen by the Promoters at their sole discretion and their decision shall be final and binding.

#### 8. MENTORING PERIOD

The Promoters shall arrange mentoring for the five (5) finalists from experts with experience in fashion and ecommerce.

Finalists will be required to commit approximately 0.5 days per month, across July, August and September. Mentoring can take place on the phone, over Skype, in person or via other methods of communication – subject to agreement between the finalists and mentors.

The mentoring sessions will have two core objectives:

- Advice from expert mentors on changes the finalists could make to their fashion business to support international growth; and
- Support from expert mentors to help the finalists develop a business plan proposing how the Award would be utilised.





#### 9. SELECTION OF THE OVERALL WINNER

The Promoters shall appoint a panel of judges who in their sole discretion will consider the following in determining an overall winner:

- Engagement during the mentoring, including (but not limited to) participation in mentoring sessions and positive changes made as a result of advice given by experts; and
- The business plan outlining how the Award would be utilised.

The overall winner will be announced in September 2019.

The winner will be notified by email and by phone using the contact information provided at entry.

Winners will also be announced on [www.dhl.com/fashion](http://www.dhl.com/fashion) and <http://www.britishfashioncouncil.com/>, on DHL and BFC social media channels and in a media releases issued by DHL and the BFC.



#### 10. AWARD ACCEPTANCE AND TAX LIABILITY:

The Award of £20,000 is non-transferable. DHL reserves the right, in its sole discretion, to substitute an Award of equal or greater value if the advertised Award becomes unavailable. All details of any Award not specified herein shall be determined solely by DHL. By accepting an Award, the winner acknowledges compliance with these Award Rules.

All tax liabilities arising from this Award are the sole responsibility of the winner. All other expenses relating to acceptance of the Award, including but not limited to taxes and any other expenses not specified herein are the sole responsibility of the winner. Grant conditions and these Award Rules may be added or modified by DHL, in its sole discretion without notice. Acceptance of an Award constitutes permission for and the winner hereby grants DHL and its affiliates a worldwide, royalty free, one (1) year licence to use the winner's name, photographs, entry material, other likenesses and biographical information for advertising, promotional or trade purposes, including but not limited to online announcements, in commerce and in all media worldwide without limitation or additional compensation, except where prohibited by law.

The winner may waive its right to receive the Award. The Award is non-assignable and non-transferable. No substitutions may be made by the winner. DHL shall withhold taxes from any grant as is required by law.

The Winner will be required, as instructed by DHL, to complete and sign documentation relating to the Award as DHL may reasonably require. Failure to sign and return any of these documents or to comply with any term or condition of these Award Rules may result in disqualification, the forfeiture of its interest in the Award, and, at DHL's discretion, the presentation of the Award to a substitute recipient. An Award not won and/or claimed and not awarded to a substitute recipient by DHL in accordance with these Award Rules will remain the sole property of DHL.

Payment of taxes and fees due, if any, are the sole responsibility of the winner as appropriate. In the event of unforeseen circumstances, DHL reserves the right to withdraw the Award at its own discretion at any time without providing any notice.



11. DISQUALIFICATION:

Should DHL determine, in its sole discretion, that any entrant has violated any of the prohibitions contained in these Award Rules, or should be disqualified for any other reason, DHL shall have no obligation to make the Award to such entrant. DHL reserves the right, in its sole discretion, to disqualify any entrant it finds to be tampering with the entry process or the Award; to be acting in violation of these Award Rules; or to be acting in a manner which is detrimental to the business or reputation of DHL or its affiliates.

Applications made by entrants must be consistent with DHL's Values ([Viewable here](#)) and DHL reserves the right to reject and/or disqualify any entries, subjects, or related materials that DHL deems to be obscene, defamatory, profane, offensive, lewd, pornographic, false, misleading, deceptive, or otherwise inconsistent with its editorial standards, audience expectations, or reputational interests or that DHL believes may violate any applicable law or regulation or the rights of any third party or may subject the Award, DHL, or DHL's affiliates, clients, or customers to controversy, negative publicity, scorn, or ridicule.

As a condition of entry, DHL reserves the right to conduct its own due diligence on any potential finalist and/or winner and reserves the right to disqualify any entrant based on such background check and if DHL determines that awarding the grant to such entrant might reflect negatively on DHL's image and/or reputation.



12. GENERAL RELEASE/LIMITATION OF LIABILITY:

By participating in the Award, each entrant shall indemnify and hold DHL, its parent and affiliate companies and each of their directors, officers, employees, representatives, and agents harmless from and against any claims, costs, injuries, losses or damages of any kind arising out of or in connection with the Award or with the acceptance, possession, use of or defect in any grant (including, without limitation, claims, costs, injuries, losses or damages related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light). DHL is not responsible for any incorrect or inaccurate information, whether caused by technical or human error or otherwise which may occur in the processing of entries in this Award or in the running of this Award. DHL will not be responsible for typographical, printing or other errors in these Award Rules or in other materials relating to the Award.

If for any reason, the Award is not capable of running as planned, including but not limited to fraud, computer virus, worms, bugs, tampering, unauthorised intervention, technical limitations or failures, human error, mistake or any other cause that in the sole opinion of DHL could compromise, undermine, corrupt or otherwise affect the security, integrity, fairness, administration, or proper conduct of this Award, DHL reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Award at any time and without notice.

DHL shall have no liability arising out of or in connection with the Award. DHL shall have no liability for indirect or consequential loss. DHL accepts no responsibility for entries that are lost, delayed, misdirected or incomplete or cannot be entered for any technical reason.

Notwithstanding the aforesaid the DHL does not limit its liability for:

- i. death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors; or
- ii. any other act or omission, liability for which may not be limited under applicable law.



13. CONSTRUCTION, WAIVER AND DISPUTE RESOLUTION:

This competition and the Award Rules shall be governed by and construed in accordance with English law. Each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

In the event that any provision is determined to be invalid or otherwise unenforceable, such determination shall not affect the validity or enforceability of any other provision, and these Award Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.

Any specific waiver of any obligation hereunder by DHL does not constitute a general waiver of that obligation nor of any other obligation of Entrant.



#### 14. COPYRIGHT

By participating in this competition and the Award Rules, Entrant grants to DHL, its parent and affiliated companies an exclusive, assignable, royalty-free and irrevocable right and licence to edit or otherwise use all materials submitted by Entrant in connection with the Award, in whole or in part, for any purpose and in any manner or media (including, without limitation, the Internet) now known or hereafter devised, throughout the world in perpetuity, and to licence others to do so, without notice and without compensation, royalty, accounting, liability or obligation of any kind to any Entrant. Each Entrant further agrees that it will use its best efforts to have its employees, consultants, volunteers, officers and directors sign any additional licences or releases that DHL may require.

In consideration of entering the Award the Entrant hereby grants to DHL a nonexclusive royalty-free, non-terminable, perpetual, worldwide right to produce, reproduce, broadcast, exhibit and distribute the Material to promote the Award. In addition the winner and runner up further grant to DHL a nonexclusive royalty-free, non-terminable, perpetual, worldwide right to produce, reproduce, broadcast, exhibit and distribute the Material to promote their use of the Grant and DHL assistance to their business. The rights granted herein may be exercised worldwide, in all languages, manner and media (now known or later developed) including but not limited to advertising and promotional purposes.

For the purposes of this clause "Material" shall mean: (i) all visual and/or audio recording, still images relating to the Entrant, its employees, products, services or business submitted by the Entrant; (ii) the Entrant's name, trade name, trademark, logo, products; (iii) all written text submitted by the Entrant; (iv) any interview, visual and/or audio recording, still images or written text of the winner and/or runner up created by DHL or submitted by the winner and/or runner up.

DHL reserves the right to edit the Submission Materials and other Materials prior to posting them to the website in its sole discretion.

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COUNCIL





16. DATA PROTECTION:

**Data Protection:** Your personal details are important to us and will be used in full compliance with the General Data Protection Regulation and the Data Protection Act 2018 and any subsequent applicable legislation (“Data Protection Legislation”). Upon entering this competition, you automatically agree to your personal details being hosted by a reputable third party. We will use your data to contact you for marketing purposes for a maximum period of 12 months. By entering into this contest or prize draw you agree to your information being used as described above. To view a copy of DHL’s privacy policy, please visit <https://www.logistics.dhl/gb-en/home/footer/local-privacy-notice.html>.

DHL requires such third parties to treat your personal details as fully confidential and to fully comply with the Data Protection Legislation. DHL will not release your personal details to any other third party for any other mailing or marketing purposes. The Data Protection Legislation gives you the right to access information held about you. Your right of access can be exercised in accordance with the Data Protection Legislation. If at any time you wish to update or correct any personal information DHL holds about you or you no longer wish us to use the information, please write to: DHL Express Contact Centre – Customer Service, EMA Cargo West, East Midlands Airport, Castle Donington, Derbyshire, DE74 2TR Tel: 08701 100 300 Email: [cfocus@dhl.com](mailto:cfocus@dhl.com)

17. WINNERS LIST:

The name of the winner will be retained during the twelve (12) month period following the end of the Award from September 2019.