

# Terms and Conditions of Business

## Terms and Conditions of Business of awc vienna - international wine challenge

### 1. General conditions

This is a translation of the „Geschäfts- und Teilnahmebedingungen der awc vienna – international wine challenge“. It is only for your information. Only the german version is legally binding. These Terms and Conditions of Business are valid for participation in the wine tasting contest **awc vienna** and for all deliverable and performance of Edlmoser Kommunikationsagentur und Event GmbH, abbr. „**awc vienna**“.

They are also valid for business connections in the future. The services and goods offered by Edlmoser Kommunikationsagentur und Event GmbH are intended exclusively for wineries, companies and entrepreneurs, and in no case for consumers as defined by the Austrian Consumer Protection Act ("Konsumentenschutzgesetz"). Customers of **awc vienna** accept these Terms and Conditions of Business with the submitting of wines for the wine tasting contest, with placing of orders and with acceptance of any delivery. Otherwise stipulated conditions must be in written form to be valid. Court of jurisdiction is Vienna.

### 2. Conditions of delivery

**2.1.** Delivery and accounting occurs on basis of daily prices.

**2.2.** Delivery occurs only ex stock vienna unless an other form of delivery is agreed in written form. Charges are for customer's account.

**2.3.** Passing of the risk occurs at the moment of delivery of the goods, also in case of partial delivery. In case of consignment - also if transport is made by **awc vienna** – when loading at store of **awc vienna** is finished.

**2.4.** Transport insurance by awc vienna is made only by customer's order and for customer's account.

**2.5.** Partial delivery is permitted.

### 3. Terms of delivery

**3.1.** Agreed delivery times are rough guides. **awc vienna** will alays make an effort to keep the agreed terms. Delivery times are basically without obligation and start with order confirmation. An exceeding of delivery times does not allow cancellation of contract and does never cause compensation.

**3.2.** In the case of an Act of God **awc vienna** is discharged from accurately timed delivery and from further delivery without the duty of compensation.

### 4. Reservation of proprietary rights

The proprietary rights in calculations, drawings, logos, pictures und reproductions of trademarks and brands of awc vienna remain with **awc vienna**.

### 5. Conditons of payment

After valid registration for **awc vienna** and after accounting the submitting fees cannot be refunded. Payment for goods or submitting fees has to occur **with receipt** of an **invoice**. Payment is possible by bank transfer or by cheque.

In case of payment by bank cheque an overall banking fee of € 10.- has to be added. Otherwise effective bank charges will be charged subsequently. Bank charges, postage or custom fees will not be paid by **awc vienna** and will be charged from the participant subsequently where required. Submittants from European Union (EU) are obligated to use the reasonable **“EU-Standard bank transfer”**. Otherwise they will be charged with the bank charges that arise.

### **Payment - Bank transfer**

#### **awc vienna**

EDLMOSER GmbH.

Bank Austria, account no: 50982 356 803

Bank code: 12000

BIC (SWIFT-CODE): BKAUATWWXXX

IBAN: AT46 1200 0509 8235 6803

### **Payment - Bank cheque**

#### **awc vienna**

EDLMOSER GmbH.

Kalksburger Str. 1

1230 Vienna,

Austria, Europe

### **Due-Date of invoices**

Invoices are payable when due. Incoming payments will always be charged against the oldest debt claim. **awc vienna** reserves the right to retain tasting results, certificates and prize moneys until all matured invoices have been paid. **awc vienna** reserves the right of suspending defaulting debtors from participating in the competition until paying of all debts.

### **Reminders and collection of debts**

If an invoice has not been paid at maturity, one reminder will be sent by specification of an adequate grace period. This reminder will be sent by e-mail or by postal letter.

If this reminder has been unsuccessful, a second reminder will follow, including postal fees. If the second reminder also has been unsuccessful, the debt will be collected by an officially licensed collection agency. The collection charges have to be beared by the defaulter.

## **6. Submitting conditions**

### **6.1 Participants:**

Selfmarketing winegrowers; winegrowers' co-operatives, combinations of winegrowers' co-operatives, producer communities, wineries with own production, wineries with own wine cultivation, merchants in the name of the producers

## 6.2. Wine samples:

Per registered wine sample 3 bottles must be submitted. (0.75 l or 1.5 l; for natural sweet or fortified wines 0.75l, 0.5 l or 0.375 l). Unused extra bottles will be used for training purposes. Provide each wine sample with: name and address of the participant; tasting category number, wine type, vintage year, cultivar, alcohol content, residual sugar, acid. With each wine sample an extra **bottle label** has to be sent.

The participant has to guarantee a homogeneous batch and a commercially typical filling (minimum quantity: category 1-31 & 38: 1000 bottles, category 32-37: no minimum quantity). Cask samples are to be marked as such (indication of the date of racking). The bottles will be stored carefully by **awc vienna**. The risk of spoilage during transport and storage, esp. due to imperfect preservation, remains with the participant.

Each wine can participate only in one single category. **awc vienna** reserves the right to make alterations of wine samples in assignment of categories (in consideration of variety, res. sugar,..).

Wine analyses: Randomly selected samples will be analyzed in the laboratory. If an analysed sample does not correspond to the data supplied by the participant, this sample will be excluded immediately, as well as all other wine samples of that participant. Bottles of wines which do not participate in **awc vienna**, or which have been disqualified will never be returned. The wine samples must be registered within the registration deadline (registration form completely filled out and sent by fax, e-mail or online) and submitted (logistikcenter **awc vienna**) within the submission deadline. Wine samples which do not arrive in time will not be tasted.

A copy of the registration form has to be sent with the wine samples. Inscribe wine samples as "**Free of charge wine samples for awc vienna**"

Collective submissions by importers, wine traders and others are possible, but the relevant addresses of invoices and addresses for certificates of each single wine producers must be listed, because all submissions are cleared separately. The accounting of submissions of different producers for one submittant needs to be agreed in advance. In any case the wines will be published on the **awc vienna** web application „**AWC ONLINE**“ under the producer's address..

All gold-trophy winners receive a diploma and the official **awc vienna** „Gold“-plate. All wines of a producer or a winegrower, which were rated 84 points (seal of approval) or 87 points (silver) and higher receive diplomas (confirmation of participation, wine type, medal type, name of participant).

Bottle stickers seals (medals) of **awc vienna** are approved by the European Union for publishing the achieved awards and can be ordered for all medalled wines up from October 1. Wines with less than 80 points will not be published.

In any case publishing of results of a participant and shipping of diplomas and Gold-plates will not occur before all open invoices have been settled.

In case of default of payment: If after October 1st any invoice is overdue by more than 40 days (up from date of issue of the invoice) the diplomas and the Gold-plates will only be shipped by postal letter in return of payment of the postal fees.

## 6.3 Dates, tasting and awards

The dates announced in advance by **awc vienna** for tasting, master tasting, awarding of the trophies and the Wine Gala night can change due to circumstances that are not the

responsibility of **awc vienna**. These changes will be announced to the participants as soon as possible.

If a participant wishes to withdraw his participation due to such a postponement before the tasting, the participation fee for the withdrawn wines will be reimbursed proportionately. No refund will be given for wine samples submitted free of charge ("6 wines + 3 wines for free"). Wine samples that have already been delivered can under no circumstances be replaced or returned to the participant.

## **7. Entry fees**

The international participation and entry fee per submitted wine sample amounts to 70.0 Euro. For participants in Austria and in the EU: + 20 % VAT. The VAT is not applicable for participants from countries of the European Union with valid **VAT – Registration-Number** and from outside the European Union.

If a wine producer submits 6 wine samples, 3 more wine samples are for free. **(9 wine samples for the price of 6)**

Compulsory services of **awc vienna**: Tasting and valuation of the wine samples, publishing of the tasting results on the website of **awc vienna**, consignment of the results and achieved certificates to the participant.

## **8. Tasting rules of awc vienna**

**8.1.** The wines are tasted by tasting commissions (tasting panels), which are assembled solely by **awc vienna**. The prerequisite for admission as member of the panel is the attestation of an official wine tasting exam according to the Austrian Wine Law or to an equivalent international sensorical education. Tasting will occur in 2 steps.

### **8.2. First tasting:**

In a first step all wines will be tasted in single cabins and anonymously only (blind tasting) according to the international 100-points-system. The single valuations of the tasters will be added and the average is calculated. If any single valuation varies 5 points or more from this average value, this single valuation is abolished and a new average is calculated. This is then the unweighted tasting result. Beside the 100-points valuation there are further valuations possible: "Ex" for a wine which is "defective or spoiled" or "W" for "cork defects". Wine samples with 2 or more "Ex" will be dropped out. Wine samples with 1 "Ex" and at least 1 "W" or with at least 2 "W" valuations will be tasted again. For this tasting an extra bottle will be opened, if it has arrived. If only 1 "Ex" or 1 "W" was given, this will not count for the result.

### **8.3. Master tasting:**

For the master tasting an additional bottle of each of the 6 best wines of each tasting category will be drawn on. If the required 3 bottles of a wine sample have not arrived, and because of this reason no genuine bottle is available, this wine sample will not attend the master tasting. Subsequently delivery will not be required. At the master tasting, which is a commissional, parallel blind tasting, the wines will be ranked from 1. to 6. The primary-ranked wine of each tasting category achieves the "**awc wine trophy**"

## **9. Trophies and Prize Moneys of awc vienna**

The advertisement of the awards, trophies and prize moneys of **awc vienna** will be published on the web site [www.awc-vienna.at](http://www.awc-vienna.at) prior to the start of the registration period and is integral part of these terms and conditions of business.

For the "**awc vienna special trophies**" and the "**awc vienna special awards**" all these wines will not be drawn on which have been drawn on for awc vienna trophies of prior years. If no wine of producer meets the requirements for a "**awc vienna special award**", this award will not be presented.

Prize moneys will only be paid out to winners, who participate in the „Wine Gala Night“, where they present their wineries and their wines in a manner and extent as appointed by **awc vienna**.

## **10. Certificates, Bottle stickers (Medals), Utility models, Logos**

All certificates, bottle stickers (medals), utility models, logos, which have been designed by awc vienna are subject to copyright. If **awc vienna** allows use or reproduction of these trademarked items, this admission is always valid for the named reasons. Use or reproduction have to be made as required by **awc vienna**.

**awc vienna** may charge license fees for use or reproduction of utility models or logos. Especially the reproduction of bottle stickers is only allowed with explicit admission and is subject to paying of license fees.

## **11. Informed consent**

With his/her registration, the participant acknowledges that he/she has been informed about the regulations of **awc vienna** and that he/she will accept these and the decisions of the tasting commissions.

With his/her registration, the participant declares to own all rights on the submitted bottle labels and consents to the free publication of his/her data and the bottle label in the **whitebook wine**, by the **awc vienna smartphone application** and on the website of **awc vienna**. Pictures made by **awc vienna** can be used by **awc vienna** for public relations announcements.

## **12. Legal obligation, Place of Jurisdiction**

Only the german version of these terms and conditions is legally binding. All versions in other languages are only translations.

Only Austrian law is effective. UN-right or EU-right is not effective. If parts of these terms and conditions become void, this has no consequences for the rest of the terms and conditions. Place of fulfilment and place of jurisdiction is Vienna/Austria.