

**Terms & Conditions****1 Organiser / Promoter**

The framework of the project »interzum award 2017« comprises a competition, a special exhibition, an online exhibition and the corresponding public relations. The Koelnmesse GmbH shall be responsible for the competition and the awards show of the »interzum award: intelligent material & design«. The Red Dot GmbH & Co. KG (hereinafter referred to as »promoter«) shall be responsible for the concept and organisation. Contracting party of the participating individuals and companies (hereinafter referred to as »participants«) shall be the Koelnmesse GmbH (hereinafter referred to as »organiser« or »Koelnmesse«). Venue shall be the Koelnmesse. Presentations in part may also take place at other locations at home or abroad.

**2 Application / Admission**

Only applications submitted in due time and form shall be admitted to the competition. The promoter shall have to receive the registration form up to the appointed date. Graphic and text materials submitted by the participant shall be excluded from reshipment. All exhibitors of the interzum 2017 shall be entitled to participate with their products (hereinafter referred to as »objects«) for serial production, provided that their market launch does not date back more than two years. An individual person or a company shall be entitled to have any number of exhibits registered. Another prerequisite shall be a completely filled in registration form signed in due form. One copy of the registration shall have to be attached to the object. A second copy shall have to be sent to Red Dot GmbH & Co. KG by separate mail. A jury appointed by the organiser shall decide whether the application has been submitted in due form and time, and thus on its final admission to the competition. The applicant shall receive a confirmation of application by e-mail.

**Registration deadline shall be the 03 March 2017 – upon receipt at the promoter.****3 Fees**

Application for and participation in the »interzum award: intelligent material & design« shall be free of charge.

**4 Industrial Property Rights**

The participant shall assume responsibility for guaranteeing that his/her objects submitted as well as any documents submitted in this context (as there are photos, concepts, drawings, models etc.) are free from third party rights. Objects violating industrial property rights (trademarks, utility patents, patents, copyrights or the like) shall be excluded from participation. With his/her application each participant shall have to inform the organiser about any possible pending court proceedings (these include competitive rights, patent issues, trademark rights and copyright issues related to the object submitted to the competition) with regard to the object to be assessed. This shall also apply to out of court proceedings. Should the Koelnmesse be held liable by third parties claiming that the participant has infringed their rights, the participant shall indemnify Koelnmesse from any such claims. The participant shall be liable for any damages, especially third party claims resulting from a violation of these conditions, and he/she shall indemnify the Koelnmesse from any such claims to the same extent.

**5 Transport, Liability & Insurance**

The participant shall bear the risks and costs of the delivery and back transport of the registered objects. Should the object not be awarded, the participant shall be obliged to collect the object on 24 March 2017. On 24 March 2017, the organiser shall send back the objects that have been delivered by courier, the same way at participant's expense. In this case as well, the participant shall indemnify the organiser from any liability. The objects of participants, who fail to collect them by 24 March 2017, shall be forwarded at the participants' expense and responsibility through a forwarding agency to be assigned by the organiser. The organiser shall not assume any liability for the assembly of objects delivered in disassembled form. The same shall apply to the disassembly necessary for back transport. Any liability for the loss or damage of the objects shall be excluded, unless the organiser, his legal representatives or performing agents shall be deemed guilty of intention or gross negligence. The packaging of the prize-winning objects shall not be kept. The participant shall be responsible for effecting any necessary insurance of the object.

**6 Accident Prevention**

In case of objects being used or operated at the exhibition or in case of a public demonstration of the objects, they shall have to conform to the requirements of law and trade associations, in particular to health and safety regulations. They shall have to be equipped with the prescribed safety devices. The participant shall be held liable for any damages resulting from the mounted objects. The participant shall indemnify the organiser for any possible damage claims by third parties, unless the organiser, his legal representatives or performing agents have caused the damage through intent or gross negligence.

**7 Assessment of the Jury**

The proceedings of the jury shall take place on the organiser's premises. The assessment shall not be open to the public. The organiser shall engage to present all correct registrations to the jury. The jury shall reserve the right to allocate the object submitted to another category than originally intended or to summarise several applications to one. In principle, the organizer shall not provide any reasons for objects not being selected. On the basis of the objects presented, the jury shall decide whether an object shall win a design award. Along with the object the participant shall have to provide a description (German and English), particularly focussing on its innovative qualities, as an additional basis for judgment. The organiser shall engage to inform the participant of the results of the jury's decision. It shall be binding for all parties involved and shall not be subject to review. There is no legal recourse.

**8 Award**

Should the submitted object receive a design award, the participant or the producing company and the developer in charge (designer or engineer) shall be entitled to use this award in connection with the object. The participant and any other parties concerned shall be allowed to use the award in the form of the label only in connection with the prizewinning object. This regulation shall not affect retrospective presentations. The award shall become invalid if the object will be altered in the course of ongoing product updates and development. The organiser shall use any information about the object ID as well as address data of the parties concerned as given in the application form. The organiser shall not be liable for inaccurate or incorrect details but the participant shall be liable for granting the accuracy of the information. The organiser shall determine the label design as he shall see fit and shall reserve the right to partly adapt and/or change it after the awarding. The participant shall be allowed only to use the label valid at a time. If applicable, he shall have to impose this obligation on third parties (for example manufacturers and distributors) who, should the situation arise, will use the label when advertising on his behalf. It shall be the responsibility of the participant alone, or the producing company, to check whether the award complies with other rights of third parties, in particular with other trademark rights. The organiser shall not be liable in this regard. The participant or the producing company shall indemnify the organiser from any liability resulting from the violation of third party rights, in particular other trademark rights.

**9 Exhibition**

Should the jury select the registered object the organiser shall exhibit it from 16 May to 19 May 2017 at the interzum. The organiser shall be liable for the damage/destruction/loss of the object only if the organiser will be guilty of intent or gross negligence. It shall apply to the prize-winning objects, which shall automatically be exhibited, that they be collected after the above stated exhibition period. Participants failing to collect their objects shall have their objects delivered at their own expense by a forwarding agency engaged by the organiser. In case of products not being collected after the exhibition the organiser shall be entitled to charge an additional handling fee of 100,00 Euros plus VAT plus postage and packaging costs for reshipping. The exhibition design shall comply with the organiser's concept. Prize-winning objects shall be set up in the exhibition and labelled according to the requirements stipulated in the registration form. Additional promotional presentation of the object shall be prohibited.

**10 Public Relations**

At press conferences accompanying the interzum 2017 the organiser shall put special emphasis on the »interzum award 2017« competition. The participant shall grant the organiser the not exclusive licence of the graphic materials made available, unrestricted by time or place and free of charge. This shall apply for the following type of use in particular: the right to

use it in other media, for example in commercial, videos or books, and brochures as well as on the Internet; the right of reproduction and distribution, i.e. the right to reproduce and distribute the graphic materials according to one's own discretion; the right of archiving, i.e. the right to collect the graphic materials and, as the case may be, to edit it in the form of a collection; the right to transfer the rights granted to the Koelnmesse in parts or completely to third parties; the right to manipulate or otherwise change the graphic materials. As long as there exists a right of third parties to use the graphic materials, who participated in the development and production of the graphic materials the participant shall transfer these rights to the Koelnmesse and shall assume an independent guarantee for any transference of rights being effective for all specified types of use. The participant shall bear the final responsibility for the effective acquisition of such rights of use concerning the rights of third parties. Should a transfer of rights fail the participant shall be responsible according to his/her warranty. The participant shall indemnify the organiser from any royalties as well as from any claims of third parties irrespective of legal basis. The organiser shall be entitled to use the graphic materials free of charge for any other PR actions such as releases, publications in magazines etc. After expiration of the calendar year the participant shall be allowed to require a specimen of the complete press review by refunding the according expenses.

**11 Liability**

Damages claims against the Koelnmesse because of justifiable breaches of duty that do not affect any essential contractual obligations, shall be excluded as far as they are not due to gross negligence or intentional faulty behaviour by the Koelnmesse and/or its performing and vicarious agents. This limitation of liability shall not be applicable as far as the Koelnmesse shall be mandatorily liable for damages to life, body or health due to negligence or intention, on the basis of legal provisions. The Koelnmesse shall not be liable for damages sustained due to force majeure. The Koelnmesse shall not be liable for the activities and decisions of the jury members.

**12 Place of Performance / Court of Jurisdiction / Applicable Law**

The court of jurisdiction for this contract shall be Cologne, Germany. The German law shall be applicable.