

## General Terms & Conditions

### 1 Host / Organiser

The project "interzum award: intelligent material & design 2021" comprises a competition, a special exhibition, an online exhibition and the corresponding public relations.

Koelnmesse GmbH shall be responsible for the competition and the award ceremony of the "interzum award: intelligent material & design". Red Dot GmbH & Co. KG (hereinafter referred to as the "organiser") shall be responsible for the concept and organisation.

The contracting party of the participating individuals and companies (hereinafter referred to as the "participants") shall be Koelnmesse GmbH (hereinafter referred to as the "host" or "Koelnmesse").

The venue shall be Koelnmesse. Presentations in part may also take place at other locations at home or abroad.

### 2 Application / Admission

Only applications submitted on time and in the correct form will take part in the competition. The online registration must be complete and legally binding by the closing date (25 February 2021).

All exhibitors at interzum 2021 shall be entitled to participate with their products (hereinafter referred to as the "objects") from industrial serial production. The prerequisite for admission is that the object's market launch cannot be more than two years ago (cut-off date: 25 May 2019), but no later than the date of the award ceremony (cut-off date: 3 May 2021).

Should the participant make use of his right to withdraw as an exhibitor at interzum 2021, participation in the "interzum award: intelligent material & design 2021" competition is no longer possible.

The participant can register any number of objects.

All details of the object identification, the project participants (manufacturers, designers) and addresses of the participants, which were requested during the online registration and entered by the participant, will be bindingly used for the certificates in case of an award. These also serve as master data for the exhibition at interzum 2021, the online exhibition, press relations and the awards ceremony. The host or the organiser assumes no liability for incorrect or false information, but the participant is liable for the factual correctness of the information.

For the purpose of optimum presentation, the participant undertakes to submit for the jury's consideration a product description in German and English for each object registered, which emphasises the particular novelty of the object, with a minimum of 500 and a maximum of 1,200 characters (including spaces) as well as visual materials (300 dpi for a DIN A4 size). Renderings are not permitted, only illustrations of the original products.

In the case of objects that require explanation, it is recommended that short videos be submitted so that they can be used both during the judging process and, in the event of an award, at the digital awards ceremony. There is no obligation for the organiser to use them. The organiser may also use only excerpts from a video.

The applicant shall receive a confirmation of application by email.

The registration deadline shall be 25 February 2021 – for receipt by the organiser.

### 3 Premature Termination, Exclusion

The host reserves the right to cancel or terminate the competition at any time without prior notice and without giving reasons. The host may make use of this possibility in particular if for technical, legal or organisational reasons it is not possible to guarantee the proper execution of the competition. This also includes reasons due to force majeure, e.g. the current pandemic situation (Covid-19).

The host reserves the right to exclude individual participants from participation at his own discretion. This may in particular be the case if participants violate these conditions of participation or use dishonest aids or third-party services in their participation.

### 4 Fees

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

### 5 Industrial Property Rights

The participant shall assume responsibility for guaranteeing that his/her objects submitted as well as any documents submitted in this context (for example photos, concepts, drawings, models etc.) are free from third-party rights. Objects that infringe on 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 host about any possible pending court proceedings (these include disputes under competition law, patent law, trademark law and copyright law 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 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 an infringement of these conditions, and he/she shall indemnify Koelnmesse from any such claims to the same extent.

### 6 Jury Session: Transport, Liability & Insurance

The participant shall bear the risks and costs of the delivery and back-transport of the objects entered in the competition.

In the case of objects that are set up by the participant for the judging process itself, on-site appointments must be arranged in advance with the organiser due to the special contact restrictions (Covid-19). In exceptional cases, it is advisable to send a mobile phone video with instructions on how to set up the object in advance so that the organiser can take into account the effort involved and thus the time window to be planned.

In the case of app- or web-bound objects, a smartphone or similar device with the application already installed shall be submitted.

All objects must be collected by the participant on the day after the judging, i.e. on 19 March 2021, regardless of whether a distinction has been presented or not. If the products are not collected after 19 March 2021, they will be disposed of at the participant's expense. Objects delivered by courier must be picked up again by the applicant by means of a collection order issued by the applicant. After expiry of the above-mentioned deadline (19 March 2021), these products will also be disposed of at the expense of the participant. Here too, the participant releases the organiser from any liability.

Participants who do not collect their objects on 19 March 2021 will have them sent at their own expense and responsibility by a forwarding agent to be commissioned by the host. The host does not accept any liability for the assembly of objects delivered disassembled. The same applies to the dismantling necessary for the return transport. Liability for loss of or damage to the objects is excluded, unless the host, his legal representatives or vicarious agents are guilty of intent or gross negligence. The packaging of the objects will not be kept. It is the participant's responsibility to take out all necessary insurance for the object.

### 7 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 host for any possible damage claims by third parties unless the organiser, its legal representatives or performing agents have caused the damage through intent or gross negligence.

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## 8 Assessment by the Jury

The proceedings of the jury shall take place on the host's premises. The assessment shall not be open to the public. The host shall undertake to present all correct registrations to the jury. The jury shall reserve the right to allocate the objects submitted to another category than originally intended or to group several applications into one. On the basis of the submitted objects, the jury shall decide whether an object shall win a design award.

The host undertakes to inform the participant of the results of the jury's decision. The decision of the jury is binding for the participants and is not subject to any examination. There is no obligation to state reasons. Legal action is excluded.

## 9 Award

If the object submitted receives 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 prize-winning object from 3 May 2021. The award shall become invalid if the object is altered in the course of ongoing product updates and development.

The host determines the presentation of the label at its own discretion and reserves the right to adapt and/or change it in whole or in part after the award has been presented. The participant may only use the currently valid version of the label. This obligation may also be imposed on third parties (e.g. manufacturers and distributors) who may use the label for him in advertising. It is the sole responsibility of the participant or the manufacturing company to check the compatibility of the label with third-party rights, in particular third-party trademark rights. The host is not liable for this. Rather, the participant or the manufacturing company shall indemnify the host against claims for infringement of third-party rights, in particular third-party trademark rights.

The host undertakes to provide the prize winner with two certificates (one each for the manufacturing company and for the responsible designer) on the award of the prize. The certificates of the "Best of the Best" award will be sent to the award winner by post, and the certificates of the "High Product Quality" award will be made available for collection at Service Center Nord from 3 to 7 May 2021, by latest 5 o'clock p.m., unless there are good reasons to the contrary under item 3. All certificates not collected by that time will be destroyed and cannot be sent to the exhibitors.

## 10 Exhibition (interzum 2021 and online)

If the registered object is awarded a prize by the jury, the host will exhibit it at interzum 2021 in Cologne from 4 May to 7 May 2021, unless there are good reasons to the contrary under point 3. The host reserves the right to present the winners in physical or digital form or by photo.

The host shall be liable for the damage, destruction or loss of the object only if the organiser is guilty of intent or gross negligence.

The prize-winning and thus exhibited objects must be delivered in good time before the above-mentioned exhibition date and collected after the above-mentioned exhibition date at the end of interzum 2021, at the latest by 6 p.m. on 7 May 2021.

Participants failing to collect their objects shall have their objects delivered at their own expense by a forwarding agency engaged by the host.

The design of both exhibitions (interzum 2021 and online) shall comply with the host's concept. Prize-winning objects shall be set up in the exhibition interzum 2021 and in the online exhibition labelled according to the requirements stipulated in the registration form. The presentation of the products in the online exhibition is planned for an indefinite period of time. The advertising presentation of an object is excluded.

## 11 Public Relations

At press conferences accompanying interzum 2021, the host shall put special emphasis on the "interzum award: intelligent material & design 2021" competition. The participant shall grant the host the non-exclusive licence to the graphic materials made available unrestricted by time or place and free of charge. This shall apply for the following types of use in particular: the right to use it in other media, for example in commercials, 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 them in the form of a collection; the right to transfer the rights granted to 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 to use the graphic materials by third parties that participated in the development and production of the graphic materials, the participant shall transfer these rights to 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. If a transfer of rights fails, the participant shall be responsible according to his/her warranty. The participant shall indemnify the host from any royalties as well as from any claims of third parties, irrespective of the legal basis. The host shall be entitled to use the graphic materials free of charge for any other PR measures such as releases, publications in magazines etc. After expiration of the calendar year, the participant shall be allowed to request a specimen of the complete press review by refunding the corresponding expenses.

## 12 Embargo

The award winner may not communicate his or her award to third parties until the host has made a public announcement of the winners on 3 May 2021. Publication of the result notification by the participant is not permitted.

## 13 Liability

Damages claims against Koelnmesse because of breaches of duty for which it is responsible that do not affect any essential contractual obligations shall be excluded as far as they are not due to gross negligence or intentional culpable behaviour by Koelnmesse and/or its performing and vicarious agents. This limitation of liability shall not be applicable as far as Koelnmesse shall be mandatorily liable for damage to life, body or health due to negligence or intent, on the basis of legal provisions. Koelnmesse shall not be liable for the loss or damage of items contributed by the participants, participants in the event or other third parties involved by the participants except in cases of intent or gross negligence. Koelnmesse shall not be liable for damage sustained due to force majeure. Koelnmesse shall not be liable for the activities and decisions of the jury members.

## 14 Place of Performance / Court of Jurisdiction / Applicable Law

The place of performance and court of jurisdiction for this contract shall be Cologne, Germany. The law of the Federal Republic of Germany shall be applicable.