



**interzum award:
intelligent
material &
design**

interzum-award.de

General Terms & Conditions

1 Organiser / Promoter

The framework of the project "interzum award: intelligent material & design 2019" 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 "promoter") 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 "organiser" 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 in due time and form shall be admitted to the competition. The signed, completed and legally binding registration form must reach the organiser by the deadline (8 March 2019), by e-mail to interzum-award@red-dot.de or by fax to +49 201 30104-15. Graphic and text materials submitted by the participant shall be excluded from reshipment. All exhibitors at "interzum 2019" 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 old (cut-off date: 20 May 2017), but no later than the date of the award ceremony (cut-off date: 20 May 2019). An individual or a company shall be entitled to have any number of exhibits registered. An object can be entered in several categories; it is sufficient to send the original object just once in this case. 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. The registration deadline shall be 8 March 2019 – for receipt by 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 (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 organiser 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.

5 Transport, Liability & Insurance

The participant shall bear the risks and costs of the delivery and back-transport of the objects entered in the competition. If the object does not win an award, the participant shall be obliged to collect the object on 29 March 2019. Once the deadline has expired, the organiser shall send back the objects delivered by courier using the same method at the participant's expense. In this case also, the participant shall indemnify the organiser from any liability. The objects of participants who fail to collect them on 29 March 2019 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, its legal representatives or performing agents are found guilty of intent 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, its legal representatives or performing agents have caused the damage through intent or gross negligence.

7 Assessment by 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 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. If an object is entered in several categories, the jury itself decides the category in which the material has the best chances and can switch category or remove it from a category.

In principle, the organiser 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), focusing particularly on its innovative qualities, as an additional basis for judgement. The organiser shall undertake 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

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 20 May 2019. This regulation shall not affect retrospective presentations. The award shall become invalid if the object is 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 the accuracy of the information. The organiser shall determine the label design as it sees fit and shall reserve the right to partly or fully adapt and/or change it after the award. The participant shall be allowed only to use the label valid at the time. If applicable, he/she shall have to impose this obligation on third parties (for example manufacturers and distributors) which, should the situation arise, will use the label when advertising on his/her behalf. It shall be the sole responsibility of the participant 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 infringement of third-party rights, in particular other trademark rights.

9 Exhibition

If the jury selects the object entered in the competition, the organiser shall exhibit it from 21 May to 24 May 2019 at "interzum" in Cologne. The organiser 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 objects, which shall automatically be exhibited, must 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 reshipment. 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 "interzum 2019", the organiser shall put special emphasis on the "interzum award: intelligent material & design 2019" competition. The participant shall grant the organiser 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 organiser from any royalties as well as from any claims of third parties, irrespective of the legal basis. The organiser 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.

11 Embargo

The award winner may not communicate his or her award to third parties until the organiser has made a public announcement of the winners on 20 May 2019. Publication of the result notification by the participant is not permitted.

12 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.

13 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.