

General Terms and Conditions interzum award 2023

Preamble

The overall project "interzum award" comprises a competition, a special exhibition, an online exhibition and the corresponding PR communications.

Within the framework of this overall project, "interzum award" is held jointly by Koelnmesse GmbH and Red Dot GmbH & Co. KG. The "interzum award" competition and award ceremony are hosted by Koelnmesse GmbH (hereinafter referred to as the 'Host'). The concept and organisation are the responsibility of Red Dot GmbH & Co. KG (hereinafter referred to as the 'Organiser').

Taking part in "interzum award" gives the exhibitors at "interzum" the opportunity to prove their design quality and demonstrate their expertise. An expert jury assesses all of the competition entries in terms of their design and functional quality and their innovation potential. Alongside products from industrial series production, participants can also enter services, IT programs and innovative concepts in the competition. Entries can be submitted in the categories "Materials & Nature", "Textile & Machinery", "Function & Components" and "Neo Ecology".

The distinctions awarded as part of the competition are "Best of the Best" and "High Product Quality".

1 Scope

The following General Terms and Conditions apply to all legal relationships between the Host and the competition participants (hereinafter referred to as the 'Participant/s').

Only those exhibitors approved for "interzum" and that register for the competition are considered Participants.

The General Terms and Conditions of the Host apply exclusively. Conditions that deviate from the General Terms and Conditions are valid only if expressly confirmed by the Host in writing.

The location of the competition is the Host's registered offices in Cologne. Part-presentations may also take place at other locations in Germany or abroad.

2 Application / Admission

Only entries that are submitted on time and meet the formal requirements will be admitted to the competition. Registration takes place using an online registration form at <https://www.interzum.com/events/interzum-award/>. The forms must be received by the Organiser in full by the closing date (24 February 2023).

All exhibitors at "interzum 2023" are entitled to submit their entries (hereinafter referred to as 'Entry' or 'Entries') to the competition.

The prerequisite for admission is that the Entry's market launch cannot be more than two years old (cut-off date: 8 May 2021), but no later than the date of the award ceremony (cut-off date: 8 May 2023).

Each Participant can register as many Entries as they wish.

All details provided to identify the Entry, those involved in the project (e.g. manufacturer, designer) and the addresses of those involved as requested during the online registration process and provided by the Participants will be used as binding information for the certificates in the event that the Participant receives a distinction. These details will also be used as the master data for the exhibition at "interzum 2023", the online exhibition, the PR communications and the award ceremony. The Participant must ensure that the details provided are complete and correct. The Host will not be held liable in this regard.

In order to ensure the best possible presentation for judging, the Participant undertakes to submit, for each Entry, a description of the Entry in German and in English that highlights the special novel aspect of the Entry in a text comprising a minimum of 500 and a maximum of 1,200 characters (including spaces) as well as images (300 dpi for DIN A4 size). Renderings are not permissible; only images of the original products will be accepted.

For Entries that require explanation, we recommend submitting short videos that can be used during the judging and — if the Entry wins a distinction — for the online award ceremony. The Organiser is not obliged to use these videos. The Organiser can choose to only use excerpts from the videos.

Participants will receive confirmation of registration by e-mail.

The closing date for registration is 24 February 2023 (date of receipt by the Organiser).

3 Premature termination; exclusion from the competition

The Host reserves the right to cancel or terminate the competition at any time without prior notice and without providing any reasons. In particular, the Host can avail of this option if proper implementation of the competition cannot be ensured for technical, legal or organisational reasons. These also include force majeure.

The Host reserves the right to use its discretion to exclude individual Participants from taking part. In particular, this may be the case if Participants breach these General Terms and Conditions or use improper means or third-party services to take part.

4 Registration fee

A fee is charged for taking part in the competition. The registration fee is 990.00 euros plus VAT.

Each Participant can submit several Entries. A separate online registration form must be completed for each Entry. The registration fee is due only once and not for each separate Entry.

Payment is due after the registration deadline — presumably 24.02.2023 — upon receipt of the invoice. The invoice must be paid no later than 14 days after receipt. Otherwise, the Participant will be in default.

5 Industrial property rights

The Participant will assume responsibility for guaranteeing that the Entries submitted as well as any related documents submitted (for example photos, concepts, drawings, models etc.) are free from third-party rights. Entries that infringe on industrial property rights (trademarks, utility models, patents, copyrights or the like) will be excluded from the competition.

With the application, each Participant must 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 Entry submitted to the competition) with regard to the Entry to be assessed. This also applies to corresponding out-of-court proceedings.

In the event that the Host is held liable by third parties claiming that the Participant has infringed upon their rights, the Participant will indemnify the Host from any and all such claims. The Participant will be liable for any damages, especially third-party claims resulting from an infringement of these conditions and will indemnify the Host from any and all such claims to the same extent.

6 Transport, liability & insurance

The Participant will bear the risks and costs of the delivery and return of the Entries in the competition. The Participant will organise delivery and return and will also bear the costs of any storage needed.

The place and timeframe for delivery and return will be specified by the Host; the Participants will be notified.

Entries delivered in separate parts can be assembled on site by the Participant or by persons appointed by the Participant. Dates must be agreed upon in advance with the Organiser. In exceptional cases, we recommend sending a video recording with assembly instructions in advance so that the Organiser can plan for the time and effort needed.

The Organiser and the Host will not assume any liability for the assembly of Entries delivered in disassembled form. The same applies to any disassembly necessary for return. Any liability for the loss or damage of the Entries is excluded unless the Organiser or the Host, their legal representatives or performing agents are found guilty of intent or gross negligence. The packaging of the Entries will not be kept.

App-related or web-related Entries must be submitted with a smartphone or similar device with the app pre-installed.

All Entries must be collected by the Participant on 17 March 2023, the day after judging. Otherwise, they will be disposed of at the cost of the Participant.

In the case of Entries delivered by courier, the Participant must appoint a courier to collect them again. After the deadline specified (17 March 2023), these Entries will also be disposed of at the cost of the Participant. The Participant will indemnify the Host from any liability.

The Host does not offer any insurance for Entries. The Participant is responsible for taking out any insurance needed for the Entries.

7 Health and safety

In the case of Entries being used or operated at the exhibition or in the case of a public demonstration of the Entries, they must conform to the requirements of law and trade associations, in particular to health and safety regulations, and must be equipped with the prescribed safety devices. The Participant will be held liable for any damage resulting from the items on display.

The Participant must indemnify the Host from any possible claims for damages by third parties unless the Host, its legal representatives or performing agents have caused the damage through intent or gross negligence.

8 Judging

The Host undertakes to present all duly registered Entries to the jury. The jury reserves the right to reallocate the Entries to a different category or to group several Entries if the category chosen by the Participant is not appropriate. On the basis of the Entries presented, the jury will decide whether to award a distinction. The assessment criteria for the jury's decision are: level of innovation, functionality, material quality, design, sustainability, circular economy, cradle to cradle and digitalisation.

Judging will take place on the Host's premises. The judging process will not be open to the public.

Jury decisions will be taken by simple majority of the votes cast.

The Host will notify all Participants whose Entries make it to the judging stage of the result of the jury meeting by email. The jury's decision is final. The jury is not obliged to provide grounds for its decision. There is no legal recourse.

9 Distinctions

The award winners will be celebrated and receive the "Best of the Best" distinction as part of a public event. The date and location will be specified by the Organiser; the Participants will be notified.

Notwithstanding reasonable grounds as set out in 3 above, the certificates for the "High Product Quality" distinction will be handed over during the "interzum Party" or can be collected in the Service Center Nord from 9 May to 12 May 2023 no later than 5 p.m. All certificates not collected by that time will be destroyed. It is not possible to send certificates to the exhibitors.

The award winners receive two certificates (one for the producing company and one for the designer responsible).

If the Entry receives a distinction, the Participant or the producing company and the developer (designer or engineer) responsible will be entitled to use this distinction in connection with the award-winning Entry. The Participant and any other parties involved will be allowed to use the distinction in the form of the label from 9 May 2023 onwards and only in connection with the award-winning Entry. The distinction will become invalid if the Entry is altered in the course of ongoing product updates and development.

The Host will specify the label design as it sees fit and reserves the right to partly or fully adapt and/or change it after the distinction is awarded. The Participant is allowed only to use the label valid at the time. If applicable, the Participant must also impose this obligation on third parties (for example manufacturers and distributors) that may use the label when advertising on the Participant's behalf. It is the sole responsibility of the Participant or the producing company to check whether the distinction complies with rights of third parties, in particular with third-party trademark rights. The Host will not be liable in this regard. The Participant or the producing company will indemnify the Host from any liability resulting from the infringement of third-party rights, in particular third-party trademark rights.

10 Exhibition

Entries awarded the "Best of the Best" distinction will be exhibited physically at "interzum 2023" (9 May to 12 May 2023).

Entries awarded the "High Product Quality" distinction will be exhibited as part of a special digital exhibition at "interzum 2023". The Entries will be presented in the form of small clips on separate screens as part of the "interzum" exhibition.

Entries awarded the "Best of the Best" distinction and Entries awarded the "High Product Quality" distinction will both be shown online on the Host's website (www.interzum.com) and labelled in accordance with the details provided on the online registration form. The Entries will be presented for an indefinite period in the online exhibition. Additional promotional presentation of the Entry is excluded.

The Host will be liable for the damage, destruction or loss of the Entry exhibited only if the Host is guilty of intent or gross negligence.

Entries awarded the "Best of the Best" distinction must be delivered in good time (by 8 May 2023) before the exhibition date and must be collected after the end of "interzum 2023", no later than 6 p.m. on 12 May 2023.

Entries not collected by the Participant will be destroyed at the cost of the Participant.

The design of both exhibitions (physical and digital) will comply with the Host's concept.

11 PR communications

At press conferences accompanying "interzum 2023", the Host will place special emphasis on the "interzum award 2023" competition. The Participant grants the Host the non-exclusive licence to the graphic materials made available, unrestricted by time or place and free of charge. This applies with regard to 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 online; the right of reproduction and distribution, i.e. the right to reproduce and distribute the graphic materials at the Host'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 to third parties in part or in full the rights granted to the Host; the right to edit or otherwise change the graphic materials.

The Participant guarantees that all images provided to the Host are free of third-party industrial property rights and that they can be passed on to the Host and used by the Host without infringing upon any such rights. The Participant will indemnify the Host from any claims of third parties relating to the infringement of the aforementioned rights.

The Host is entitled to use the graphic materials free of charge for any other PR measures such as releases, publications in magazines etc. After the end of the calendar year, the Participant may request a copy of the complete press review by refunding the corresponding expenses.

12 Embargo

The award winner may not communicate news of the distinction to third parties until the Host has made a public announcement on 9 May 2023. The Participant/award winner is not permitted to publish the result notification.

13 Liability

Damages claims against the Host because of breaches of duty for which it is responsible that do not affect any essential contractual obligations will be excluded unless they are due to gross negligence or intent by the Host and/or its performing and vicarious agents. This

limitation of liability is not applicable to the extent that the Host has mandatory liability by law for damage to life, body or health due to negligence or intent. The Host will not be liable for the loss or damage of items contributed by the Participants, attendees or other third parties involved by the Participants except in cases of intent or gross negligence. The Host will not be liable for damage sustained due to force majeure. The Host will not be liable for the activities and decisions of the jury members.

The Participant is advised to take out transport and exhibition insurance in order to protect against any damage, loss or theft during transportation, storage and judging.

14 Final provisions

The place of performance and court of competent jurisdiction is Cologne, Germany. The law of the Federal Republic of Germany is applicable.