

## General Terms & Conditions

### 1 Host / Organiser

The project "interzum award: intelligent material & design 2021" comprises a competition, a digital presentation, 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 venue shall be the digital platform interzum @home 2021.

### 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 (12 April 2021).

All participants of interzum @home 2021 shall be entitled to participate with their digital 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 a participant of interzum @home 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 @home 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.

For objects requiring explanation, it is advisable to provide a link to a product video that is embedded on a common platform in the public or non-public domain (e.g. Vimeo), so that it can be viewed both during the judging process and, in case of an award, at the digital awards ceremony. For this purpose, the video should be made available for download. 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 12 April 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 Digital Jury Session

Due to the current pandemic, the judging will take place exclusively digitally. The judging is not open to the public. The organiser shall undertake to present all correct entries to the jury. The jury shall reserve the right to allocate the objects submitted to another category than than originally intended or to group several applications into one. On the basis of the submitted object, 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.

### 7 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 4 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.

#### 8 Digital Exhibition (interzum @home 2021 and online)

If the registered object is awarded a prize by the jury, the host will exhibit it from 4 to 7 May 2021 at the interzum @home 2021 (on the show floor "interzum award"), as well as on the website [www.interzum.de](http://www.interzum.de), and label both presentations according to the requirements of the registration form.

The design of both digital exhibitions (interzum @home 2021 and online) shall comply with the host's concept. The presentation of the products in the online exhibition is for an indefinite period. The advertising presentation of an object is excluded.

#### 9 Public Relations

At press conferences accompanying interzum @home 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.

#### 10 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 28 April 2021. Publication of the result notification by the participant is not permitted.

#### 11 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.

#### 12 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.