



## Conditions of participation - EUROBIKE AWARD

### Scope

These conditions of participation are legally binding for the EUROBIKE AWARD organised by Messe Friedrichshafen GmbH (hereinafter referred to as MESSE), Neue Messe 1, 88046 Friedrichshafen.

Confirmation to the contrary, on the part of the participant with reference to his/her terms and conditions of business, are herewith expressly contradicted. Deviations from these conditions are only valid if they are expressly acknowledged in writing by MESSE.

### 1 Conditions of participation

All manufacturers and developers of bike-related products (Designers, manufacturers, importers, sales organisations) may participate in the EUROBIKE AWARD.

Products entered may not have been on sale for longer than two years prior to the date of the official prize-giving ceremony. Entries that do not fulfil this criterion will be excluded from the award, including retrospectively.

### 2 Registration and conclusion of contract

Participation in the EUROBIKE AWARD requires registration by the participant and the application of his/her entry for one award category. Applications to enter a product can only be made online ([www.eurobike-award.com](http://www.eurobike-award.com)) and must be submitted by July 10<sup>th</sup>, 2019, at the latest.

There is no limit to the number of products each entrant may submit in the different categories. However, a product may only be entered for one category, i.e. not for multiple categories. During the application process MESSE reserves the right to allocate an entry submitted for a particular category to a different category, if the entry is better suited to this category.

The contract between the participant and MESSE is effected by the transmission of an electronic confirmation of submission (email). With this confirmation the participant will receive an entry number (entry-ID), which should be used when sending in his/her documents and all correspondence.

### 3 Costs and conditions of payment

The participation fee for each entry submitted until June 12<sup>th</sup>, 2019 inclusively, is €140 for exhibitors at the EUROBIKE trade show as well as for Start-Up companies\*. Non-exhibitors pay €430 (special conditions for early registration).

For entries submitted from June 13<sup>th</sup> to July 10<sup>th</sup>, 2019, the participation fee increases to €190 for exhibitors and Start-Ups, respectively €580 for non-exhibitors.

The date of electronic confirmation of submission will be used to determine early registration and is binding. For non-exhibitors, the participation fee for each product is due and payable by credit card or PayPal during the submission process. Without valid credit card details or a PayPal account, no product can enter the award.

For exhibitors, the participation fee is due upon receipt of the invoice issued by MESSE. Registration at the EUROBIKE trade show must have been confirmed by MESSE at the time of application for the EUROBIKE AWARD. Should the participation fee not have been paid by the date of the judges' panel meeting, the entry will not be considered for the AWARD.

All prices are net prices. VAT will be charged if legally applicable.

\*The founding date of the company must not date back any longer than three years prior to the judges' panel meeting (confirmation of business registration or similar required upon registration). Once, this has been approved by MESSE, these companies may submit their products in the Start-Up category and will benefit from the reduced entry fees for exhibitors.

#### **4 Transport, liability, insurance**

Costs for transport, insurance and customs duties for import and export must be borne by the participant. The participant is liable for any damage, loss or additional costs. We recommend every participant to take out transport insurance to cover any possible damage to entries during transport.

Sending in products only applies to entries that have chosen in the pre-selection round to continue as finalists. Please wait for confirmation of pre-selection on July 17<sup>th</sup>, 2019, before sending in your product.

Final entries must be submitted during the period from July 17<sup>th</sup> – August 2<sup>nd</sup>, 2019. Please send your items delivered duty paid (DDP) at the latest by August 2<sup>nd</sup>, 2019, to our logistic partner Schenker Deutschland AG (hereinafter referred to as SCHENKER). The delivery address will only be announced to the finalists.

All entries and all product and transportation packaging must be clearly labelled with your Entry-ID. If your shipment contains several entries, all Entry-IDs must be listed on the packaging. We reserve the right to exclude submissions that are delivered without Entry-ID from the award.

The panel of judges requires fully functioning original products. Large exhibits can be presented as scale models or with detailed large-format photos consisting of different detail shots.

Prototypes must be clearly labelled as such. If there are limitations regarding usability of a submitted product, this must be appropriately indicated. In the event that a product is insufficiently labelled and this results in damage to persons or property, MESSE reserves the right to claim damages from the participant.

If products are submitted in a state that might lead to damages during assembly, the exhibition or the evaluation procedure, MESSE is entitled to exclude this entry from the award competition.

#### **5 Storage and collection of submitted entries**

##### **a) Waiver**

The participant may waive the return of his/ her product during the registration process. Should this be the case, the entry/ product will become the property of MESSE after the prize-giving ceremony.

##### **b) Storage & pick-up during the trade show**

Products which do not win an award are stored after the judges' panel meeting.

Pick up will be possible throughout the duration of the trade show from the SCHENKER office (by the entrance West, opposite Hall A1). Please make sure to bring a document for identification (e.g. business card or ID) when picking up your product.

After the judges' panel has made their selection for the Award Exhibition (September 4<sup>th</sup> - 7<sup>th</sup>, 2019), prize-winning products will be retained by MESSE and can be collected from the award exhibition area, at the end of the last trade show day – September 7<sup>th</sup>, 2019, from 18:00 – 18:30.

Goods not collected in time will be returned for a fee (uninsured shipping).

c) Individual logistics solutions (e.g. shipping of your product) may be arranged upon request. Contact details for SCHENKER will be shared together with the results of the digital pre-selection.

## **6 Selection process, panel of judges**

Submitted entries are assessed by an expert panel of judges in a closed selection process not open to the public. The criteria for the assessment of the entries is stipulated by MESSE. The panel of judges will honour the best entries according to the evaluation criteria. Details of the evaluation criteria are to be taken from the official EUROBIKE AWARD homepage. At the discretion of the expert panel of judges, the best entries will be honoured with a EUROBIKE AWARD, EUROBIKE GOLD, the EUROBIKE GREEN AWARD, respectively the Start-Up AWARD. The judges' decisions are legally valid and need not be justified. The judges' decision is final. There is no right of appeal. If a product does not win an award, the participant has no right to receive feedback on the rejected product.

The evaluation process consists of a digital pre-selection round and a judges' panel meeting (final). During the pre-selection round, twelve international experts assess all the entries using a points system. The best entries continue into the final. The six judges for the final were involved in the digital pre-selection round, so they already have an overview of the products. The final (panel meeting) comprises two days of decision-making. The six judges decide together which products should receive an award.

The selection process involves four phases. The panel of judges evaluates each individual product in detail. First, there is an orientation phase. This is followed by the initial selection phase, where the judges separate the entries into potential award winners and non-winning products. The third phase is the veto round where the panel makes common decisions. Subsequently the judges decide on the winning products that best meet the evaluation criteria by majority decision. Representatives of the companies are not admitted to the jury meeting.

## **7 Copyright, publication**

All texts, photographs, audio-files made during the award competition, subsequent reporting and other published information are subject to copyright owned by MESSE.

The award winner grants MESSE the right, not subject to any temporal, geographical or content restrictions, to exercise all copyrights and ancillary copyrights without payment relating to any entries made available (photos and texts), without placing MESSE under any obligation to mention the names of their authors or creators.

## **8 Services for winning products**

### **a) Awards ceremony**

The awards ceremony takes place during the EUROBIKE trade show. At the discretion of the expert panel of judges, outstanding entries are honoured with a EUROBIKE AWARD, EUROBIKE GOLD/GREEN Award or the Start-Up AWARD. This honour may be used for a company's own public relations and communication work for as long the product is on sale. Once the awards have been announced, all award winners may use the EUROBIKE AWARD logo for their own purposes. Award winners are entitled to use the EUROBIKE AWARD, EUROBIKE AWARD GOLD/GREEN or Start-Up AWARD logo while presenting their product on the market.

Messe Friedrichshafen and the EUROBIKE provide the logo as a print template. It's designed for each award winner to use it to print their own advertising and marketing material for their product, for example posters, flyers, hangtags, display material etc.

Messe Friedrichshafen can aside from an objection by good cause, when important information is announced that was not made available upon the award allocation (cf. point 12).

#### b) Press relations

The award-winning entries will be integrated in the EUROBIKE press relations work. The results of the EUROBIKE AWARDS are presented during the EUROBIKE show and published at the online award gallery.

#### c) Exhibition

The award-winning products will be presented in the EUROBIKE AWARD Exhibition. Participation in this exhibition is obligatory for all award-winning entries.

#### d) Consent to use of articles and photographs

MESSE will give prize winners permission to use articles and photographs relating to the award competition for promotional purposes, in so far as MESSE owns the copyright.

### **9 Postponement or cancellation of the award competition**

MESSE is, at its own discretion, entitled to cancel or postpone an event. The participant is not entitled to insist that the award competition takes place. If the award competition is completely cancelled for a calendar year, then MESSE is obliged to return the full participation fee. Claims on the part of the participant beyond the above-mentioned rights are excluded. Should the award competition only be postponed, MESSE is not obliged to return the participation fee.

### **10 Cancellation**

The participant has the right to revoke his/ her registration in writing (for example, by letter or email) up to July 10<sup>th</sup>, 2019, free of charge and without having to specify the reasons. For entries cancelled from July 11<sup>th</sup> - 16<sup>th</sup>, 2019, we charge 50% of the entry fee. Later cancellations mean forfeiting the full entry fee.

### **11 Exclusion of liability, duty to exercise proper care**

MESSE does not assume the duty to exercise proper care for submitted and exhibited products. All participants are recommended to take out transport and exhibition insurance to cover breakage, damage and theft.

Liability on the part of MESSE for damages to the entries caused by its employees or members of the panel of judges is limited to intent and gross negligence. This applies in particular to damages occurring during the evaluation process (for example, during product testing by the panel of judges).

### **12 Claims by third parties, claims by competitors, transition of liability**

The participant affirms that his/her entry and participation in the award competition in accordance with regulations and all documents submitted to support his/her entry (photographs, texts, etc.) do not infringe the rights of any third parties. Should MESSE be accused of infringing the rights of a third party, the participant, whose entry led to the infringement, releases MESSE from any possible claims for damages by the third party.

On presentation of a legally binding judgement or court order, MESSE is entitled to exclude entries which breach protected rights of others (for example, plagiarism, unauthorised copies, forgery) from the award competition at any stage. Awards already given for such entries may be revoked retrospectively.

**13 Exclusion from the award competition**

Should a participant be excluded from the award competition, there will be no refund of the participation fee or other costs incurred by the participant.

Should a participant be excluded from the award competition at a later date, the right to use an award and the associated rights are lost as a result (cf. point 8).

**14 Verbal agreements**

Verbal agreements that deviate from this contract shall only apply if agreed in writing.

**15 Place of performance/ place of jurisdiction**

Place of performance is where MESSE has its registered office. Place of jurisdiction is Tettngang.