

**Terms and conditions for participating in awards** (referred to as “events” or “awards” in the following) made by DoldeMedien Verlag GmbH (referred to as „DoldeMedien“ in the following).

## **1. Scope of application**

1.1. Regulations that are stated in the application form (print or digital) as well as in the following general terms and conditions of this contract are applicable for contracts on participation in DoldeMedien awards.

1.2. A participation contract in DoldeMedien events only comes into being after an order confirmation or invoice written by DoldeMedien.

1.3. Modifications and/or amendments to the contract have to be made in writing. Any verbal agreements outside the framework of the contract are not valid until confirmed in writing by DoldeMedien. Same is applicable to this written form clause.

## **2. Applications and competition**

2.1. For participation in the contest it is required that the submitting company has active business operations during the whole period of competition. DoldeMedien reserves the right to exclude companies from participating if active business operations cannot be guaranteed at any time during ongoing competition.

2.2. It is required for participation that the application fees for the submission are fully paid.

2.3. Applications can be withdrawn in form of text up to two weeks after the closure date of the submission. Application fee has to be paid in any case even if the submission is withdrawn.

2.4. Submissions can be made in own name or on behalf of others.

2.5. Companies that sponsor categories are not allowed to participate in those sponsored categories.

2.6. Unless specified differently, only activities from a period of time of 1.5 years prior to the closure date of submission are taken into consideration.

2.7. Winners and finalists are published in the course of the awards.

2.8. The jury reserves the right to assign submitted applications to a different category if necessary. This applies if the category selected by the participant is considered unsuitable.

2.9. The selection of award winners depends solely on the impartial judgement of the judges. The decision made by the jury is final. The result of the evaluation process remains secret until the award ceremony.

2.10. Participants assure that applications transmitted and submitted do not violate any laws, regulatory provisions, other rules, or third-party rights. Furthermore, participants guarantee to own the necessary rights for placed applications to participate in the award competition. They grant these rights to DoldeMedien. Participants are obligated to release DoldeMedien fully from any resulting damages and costs if DoldeMedien should be approached by third parties due to any violations mentioned above.

### **3. Event**

3.1. DoldeMedien is authorized to reject any application for events without giving any reasons.

3.2. By applying participants agree that film and photo shoots of them and their guests taken by DoldeMedien and other ordered service providers can be published, reproduced, and distributed free of charge.

3.3. For all current and future media, participants as guests of the awards event grant DoldeMedien irrevocably the rights to record, reproduce, and send images and/or sounds of them that go beyond the reproduction of an event day. This is also applicable for the usage in audiovisual media.

3.4. The organizer is not obligated to cover any refunds of travel expenses and expenses for accommodation if the event is cancelled by DoldeMedien due to important economical or organizational reasons. The organizer indicates that there are possibilities to book chargeback free business rates with transport companies (German Railway – Deutsche Bahn and airlines) or that corresponding insurances can be obtained.

### **4. Prices and fees**

4.1 All prices and fees are net. The additional statutory VAT is due at the time of participation and payment.

4.2. The invoice amount is due within 14 days upon receipt of the invoice. The invoice will be sent to the clients e-mail address. Postal dispatch of invoice on request.

4.3. If payments due are not paid by the participant within 14 days upon receipt of the invoice or equivalent request for payment, the participant is in arrears.

4.4. In case a different invoice recipient is stated in the entry form, the participant ensures that the invoice recipient agrees and that the action is safe in terms of taxes and openly communicated towards the participant's and invoice recipient's tax authority. Even if there is a different invoice recipient, the participant stays the contract partner of the organizer and therefore is obliged to pay

the incidental amount. The organizer is allowed to invoice the participant even if a different invoice recipient is stated.

## **5. Liability**

The liability of DoldeMedien for losses arising from the contract or prohibited acts is limited to willful misconduct and gross negligence. This exclusion is not applicable to cases of personal injury or death, violation of cardinal obligations, in other words duties whose fulfillment allows the proper execution of the agreement and on whose compliance the contractual partner may generally rely. This exclusion is also not applicable for claims for damages in case of default. In such cases DoldeMedien is also be liable in case of simple negligence. In the event that the liability of DoldeMedien should be excluded or limited, same is also applicable to the personal liability of DoldeMedien's employees and commissioners. The liability of DoldeMedien is limited to the typically expected damage or loss within the scope of this contract. This limitation is not applicable for claims for damages due to willful misconduct or fraudulent behavior by DoldeMedien. Furthermore, the limitation is also not applicable for the liability in connection with expressly assured quality characteristics, for claims under the product liability law, or for damage resulting from death or personal injury. Should the event be delayed or completely cancelled as a result of force majeure, no liability is assumed.

## **6. Modifications to the course of the event**

DoldeMedien reserves the right to modify the course of the event as long as this modification has no influence on the overall character of the event.

## **7. Final provisions**

Insofar a contract has been concluded with an entrepreneur (§ 14 BGB),

- a) the place of jurisdiction is Stuttgart
- b) German law is applicable with the exception of the UN sales law.

We don't take place in a dispute settlement procedure of a consumer arbitration agency.

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