

**General Terms and Conditions  
INHORGENTA AWARD**

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**§ 1 General**

1. The "INHORGENTA AWARD" competition is organized by Messe München GmbH, Am Messesee 2, 81829 Munich, Germany (hereinafter referred to as "Organizer").
2. The following General Terms and Conditions of Business and Participation contain the basic rules for participation in the "INHORGENTA AWARD", the submission and use of the platform by the participants in the Award ("Participants"), and apply to all legal transactions and acts similar to legal transactions between the participants and the Organizer in connection therewith.
3. Participants' general terms and conditions shall not apply in the direct business relationship with the Organizer, even if the Organizer does not expressly object to them and/or provides its services without objection. This also applies if the participant has prescribed a special form for the objection.
4. By registering online (using the online application tool <https://inhorgenta.awardsplatform.com/>) the participant assures that he/she fulfils the participation requirements, conditions of participation and performance specifications of the "INHORGENTA AWARD".
5. By completing and sending the online form by the participant via the online application tool (<https://inhorgenta.awardsplatform.com/>), the participant submits a binding offer. Acceptance on the part of the organizer is affected by sending a booking confirmation/order confirmation by e-mail to the personal e-mail address specified by the participant as the contact address in the registration. There is no claim to acceptance. Legal recourse is excluded.
6. By concluding the contract, the participant agrees to be published with his products submitted for the competition on the Internet portal of the organizer ([www.inhorgenta.de](http://www.inhorgenta.de)) in the context of a free presentation of the competition year. The presentation ends automatically after 24 months at the latest.

**§ 2 Conditions of Participation**

1. The competition will be held in the following categories:
  - a. Fine Jewelry (pieces of jewelry with a value of EUR 1,000.00 or more)
  - b. Fashion Jewelry (pieces of jewelry up to a value of EUR 1.000,00)
  - c. Designer of the Year (pieces of jewelry whose handicraft and design concept are clearly visible)
  - d. Design Newcomer of the Year (self-manufactured jewelry or watch; proof of education or studies or corresponding degree not more than two years ago)
  - e. Watch Design (quality and innovation of design, use of materials and functionality as well as independence of the concept)
  - f. Next Generation Retail (future-oriented concepts for jewelry and watch retail, online and stationary)
  - g. Retailers Choice Award - Best Piece of Jewelry (any piece of jewelry, regardless of value - chosen by the retailers)
  - h. Retailers Choice Award - Best Watch (any watch, regardless of its value - chosen by retailers)
2. Companies and entrepreneurs as well as independent designers - not consumers - are eligible to participate. Only real products and companies will be judged. Any number of entries per category can be submitted by one participant.
3. Each participant is allowed to register a product in several different product categories. However, an entry in a further category will be considered as an independent entry and must therefore be registered and delivered to the competition. Furthermore, all conditions mentioned in the terms and conditions apply. Please note that the full entry fee is due per submission, no matter how many categories a company submits in.
4. All submitted products must indicate the intellectual property rights of the work.

## 5. Application:

- Only applications that are fully completed and submitted by the deadline at (<https://inhorgenta.awardsplatform.com/>) will be accepted.  
Information required for an application is:
    - Complete company information
    - Complete contact details of the person responsible for the entry and the person responsible for billing
    - Name of the entry for a segment and a category. It is possible to submit several products in different or the same category.
    - Product name and description
    - Receipt of all necessary information about the product(s) must be made before the deadline
    - Logo file (in high quality)
    - A high-resolution product image for publication in various communication channels (squared if possible,
      - Studio/professional photo, white background), resolution at least 2500 x 2500 pix with 300dpi, permissible file
    - The submitted products must be available in physical form for jury evaluation. (Exception: Retailers Choice categories).
6. Applications and application forms must be written in German or English and must contain the image and text materials requested for the respective category (in the respective specified file format). Only complete applications submitted in due time and form will take part in the competition. The specifications and deadlines stated on the INHORGENTA Award website apply. The organizer is entitled to shorten or lengthen the application period if necessary.
7. A further prerequisite for participation in the competition is the timely payment of the registration fee. The amount of the registration fee is determined by the price list valid at the time of registration, which can be found online at [www.inhorgenta.de](http://www.inhorgenta.de) and can be viewed before the registration process is completed.
8. By sending the online registration, the participants accept these terms and conditions as well as the evaluation of the submission by a jury within the framework of the competition.
9. Participation in the competition and the chances of winning a prize are in no way dependent on the purchase of goods or the use of services provided by the organizer, whether against payment or free of charge. The organizer is entitled to exclude participants from participation without giving reasons.
10. All personal data collected and stored during the award will be treated confidentially in accordance with the applicable legal regulations and the provisions on data protection.

## **§ 3 Participation fees**

1. Participants must pay fees for participation in the "INHORGENTA AWARD". By submitting the application, the participant agrees to pay the fees.
2. The amount of the fees is available online at [www.inhorgenta.de](http://www.inhorgenta.de). The fees shown in the price list are binding. A distinction will be made between exhibitors and non-exhibitors of INHORGENTA MUNICH as regards the amount of the fees to be paid.
3. The fees are due immediately upon receipt of the invoice. Invoices shall be issued by means of an invoice sent by e-mail to the e-mail address provided by the participant in the registration form. The invoice will only be sent by post at the express request of the participant. The participant shall be in default if he/she does not settle due payments within ten days after receipt of an invoice or equivalent request for payment at the latest.
4. The participant may only offset undisputed or legally established claims and may only assert a right of retention on account of such claims.

**§ 4 Selection procedure, shortlist, jury**

1. At the end of the registration period, the organizer will check all submissions for compliance with the conditions of participation and completeness. Entries which do not meet the conditions of participation, where the fees have not been paid in time after invoicing or which are incomplete will be excluded from the competition with no legal recourse and without giving reasons. There is no right to a refund of already paid submission fees.
2. In the categories Fine Jewelry, Fashion Jewelry, Watch Design of the Year, Designer of the Year and Design Newcomer of the Year, a preselection (shortlist) will be made by the organizer. In addition to the free discretion of the organizer, the submissions will be checked for formal completeness, correctness, adherence to deadlines and meaningfulness regarding the respective category and its submission criteria (Shortlist). All participants who have passed this test and are on the shortlist are requested to send the original of their respective products to the organizer. The participant must send the respective original products to the organizer for the jury's judging within the time limit set by the organizer. Products not sent in time will be eliminated from the competition. The submissions of the original products on the shortlist will then be evaluated by the jury and the winner of the respective category will be determined.
3. In the category Next Generation Retail, the organizer will also make a preliminary selection. In addition to the free discretion, the submissions are checked for formal completeness, correctness, adherence to deadlines and meaningfulness regarding the respective category and its submission criteria (shortlist). The products of the participants who made it onto the shortlist will then be evaluated by the jury and the winner of the category will be determined.
4. In the categories Retailers Choice Award - Best Piece of Jewelry and Retailers Choice Award - Best Watch, a preliminary selection will also be made by the organizer. In addition to the free discretion, the submissions are checked for formal completeness, correctness, adherence to deadlines and meaningfulness regarding the respective category and its submission criteria (shortlist). All participants must upload one (or more) images of their product when registering for the award. The products will be published online on the INHORGENTA Award website and the winner will be chosen digitally by the trade in an online voting process. The trade (business visitors and selected retailers) is entitled to vote for this category. Each retailer may only cast one vote per category. The product with the most votes wins. The winner in this category will then be announced at the AWARD ceremony. The winner will also be published on the website [www.inhorgenta.de](http://www.inhorgenta.de). The organizer is entitled to terminate the voting procedure prematurely or to adapt it if necessary.
5. The jury will be appointed by the organizer. The jury composition can be found on the website of the INHORGENTA Award ([www.inhorgenta.de](http://www.inhorgenta.de)). One winner will be selected in each category. Until the winners are announced, the results of the evaluations of all entries are subject to strict confidentiality. Nominees will be notified by email before the AWARD Gala.
6. The winners agree to the publication of their submission as well as their name and, if applicable, company name, logos, etc. in the newsletter, on the website and on the social media channels of the organizer as well as all channels of the media partners and the media addressed.
7. The winners will be honored and presented with the INHORGENTA AWARD at an event. Place and time will be determined by the organizer and communicated to the participants.
8. The winner may only communicate the fact of the award to third parties after it has been publicly announced by the Organizer. The Organizer will inform the prizewinner of this time separately. The publication of the notification of results by the participant/prize winner is not permitted.
9. With the award the prizewinner acquires the free and unlimited right to communicate the award (winner of the INHORGENTA AWARD in connection with the respective category and year).

## **§ 5 Transport, storage**

1. The submitted products travel at the risk and expense of the participant the participant is advised to take out transport insurance for the products. If the value of the products exceeds 3,000 Euro, it is mandatory that the participant takes out such transport insurance at his own expense.
2. The submitted products will be prepared for collection at the end of the competition. The time and details of the pick-up will be communicated in good time before the end of the competition. If the products have not been collected within three months after the request, they can be disposed of at the participant's expense or sold by private sale.

## **§ 6 Industrial property rights**

1. By registering for the INHORGENTA AWARD, the participant expressly warrants that he or she is the owner of the copyrights or rights of use of the submitted texts, concepts, ideas and photographs and guarantees that all information on the submitted entries is true. Furthermore, the participant assures that the submitted documents and the submitted product do not violate the rights of third parties or offend common decency.
2. Each participant has to inform the organizer immediately - both at the time of registration and in the course of the competition after registration - if third parties assert rights with regard to the submitted documents or the submitted product, be it by means of an authorization request, warning, legal action or similar. Each participant shall indemnify the organizer against all claims of third parties against the organizer arising from alleged or actual infringements of rights in connection with submitted documents or submitted products. The participant also assumes the costs of the necessary legal defense of the organizer, including all court and attorney's fees in the legal amount. This only does not apply if the participant is not responsible for the underlying legal infringement. The participant is also obligated to provide the organizer immediately, truthfully, and completely with all information necessary for the verification of the asserted claims and a corresponding legal defense in case of a claim by third parties.
3. The participant grants the organizer the non-exclusive right of use of all copyrights and ancillary copyrights for all contributions (photos, texts, illustrations, etc.) provided free of charge, unlimited in time, space and content, without the organizer being obliged to name the authors of the contributions. The right of use applies to all types of use and not only in connection with the INHORGENTA AWARD, but also in connection with other PR purposes of the Organizer.
4. The Organizer is entitled to pass on the contributions made available to the press and other comparable bodies upon request for the purpose of reporting on the INHORGENTA AWARD. If the participant expressly does not wish the publication or the passing on of image and text material to the press in this sense, he must inform the Organizer in writing at the end of the registration process.

## **§ 7 Liability of the organizer**

1. The liability of the organizer, his organs, representatives, or vicarious agents for damages is excluded. This does not apply in cases of intent and gross negligence or due to injury to life, body, or health or due to culpable violation of essential contractual obligations. In the case of slightly negligent violation of essential contractual obligations, the liability of the organizer, his organs, representatives, and vicarious agents is limited to typical and foreseeable damages.
2. The organizer does not assume any duty of care for the submitted products and therefore recommends the participant to take out a transport and exhibition insurance in order to insure himself against possible damage, destruction or theft in the course of transport, judging or exhibition. The organizer is not obliged to reuse submitted packaging of the delivered products. Products submitted for judging are subject to the usual wear and tear and signs of use caused by touching or use by the judges. The organizer is not liable for damages in this respect either.

3. All claims against the organizer must be made in writing and expire within 12 months. This does not apply in the case of gross negligence or intent and also not in the case of injury to life, body or health, nor in the case of the assumption of a guarantee or the violation of essential contractual obligations (so-called cardinal obligations). In this case the statutory limitation periods shall apply.

#### **§ 8 Data protection**

1. The organizer always undertakes to treat the information provided by the participants with the greatest care and the greatest sense of responsibility. This also and especially applies to the cooperation with partners and third parties. However, the organizer does not assume any liability for third parties, unless this is declared separately. The organizer collects, stores and processes personal data exclusively in accordance with the applicable legal regulations and to the extent that this is necessary and required for the fulfillment of the contractual relationship between the organizer and the participant or for the execution of the award. Data provided by the participant will be stored and used by the provider for the purpose stated when the data was collected and for participation in the competition.
2. The Participant agrees to the disclosure of his/her data to third parties to the extent that this is necessary and required to fulfill the contractual relationship between the Event Organizer and the Participant or to carry out the Award.
3. Any further use, in particular the passing on or resale of the data by the organizer to third parties, is excluded, unless it takes place within the aforementioned framework or the participant has expressly agreed to the passing on of his data.
4. The participant can object to the storage and use of the collected and stored data at any time without giving reasons. In this case as well as for questions, suggestions or requests, please contact Lena Haehnlein ([lena.haehnlein@messe-muenchen.de](mailto:lena.haehnlein@messe-muenchen.de))
5. This may result in the organizer no longer being able to fulfill its contractual duties and the participant may no longer be able to participate in the competition. In this case, the organizer cannot be held liable or claim damages.

#### **§ 9 Final provisions**

1. There is no claim to the permanent availability of the award website. The organizer can stop the competition at any time without giving reasons.
2. The organizer is not liable for incorrect, incomplete, or non-existent collection, storage, and processing of the participants' data within the framework of the competition as well as the submitted entries for reasons beyond the organizer's control. Furthermore, the organizer is not liable for theft or destruction of the collected data.
3. Place of performance is Munich. The law of the Federal Republic of Germany applies exclusively, excluding the provisions of international private law.
4. Side agreements have not been made and must be in writing to be effective. Legal action is excluded.
5. If the participant is a merchant, legal entity under public law or special fund under public law or has no registered office in Germany, the exclusive place of jurisdiction is the registered office of the organizer. The organizer may also take legal action before the competent court at the participant's place of business.

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6. If individual parts of these terms and conditions are or become invalid in whole or in part, the validity of the remaining terms and conditions shall remain unaffected. In this case, the invalid provision shall be replaced by a valid or feasible provision that comes as close as possible to the meaning and purpose of the economic intent. The same applies in the event of a loophole.

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Munich, November 10, 2021