

Conditions of participation – EUROBIKE INNOVATORS PRIZE



Scope

These conditions of participation are legally binding for the EUROBIKE INNOVATORS PRIZE organised by fairnamic GmbH (hereinafter referred to as EUROBIKE), 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 EUROBIKE.

1 Conditions of participation

All suppliers and developers of products relevant to the bicycle and mobility market (designers, manufacturers, importers, sales organizations, service providers, etc.) can participate in the awarding of the EUROBIKE INNOVATORS PRIZE. Entries that do not meet this criterion can still be subsequently excluded from the competition.

2 Registration and conclusion of contract

Participation in the EUROBIKE INNOVATORS PRIZE requires registration by the participant and the application of his/her entry for one category. Applications to enter a product can only be made online (<https://www.eurobike.com/en/program-highlights/events/innovators-prize>) and must be submitted by June 06, 2022 23:59h at the latest. Products must be also submitted by June 06, 2022 23:59h.

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 EUROBIKE 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 EUROBIKE 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 all entries submitted up to and including 06.06.2022 is € 100 per product.

For all participants, the participation fee is due upon receipt of the invoice by fairnamic GmbH. If the entry fee has not been paid by the time the public voting for the EUROBIKE INNOVATORS PRIZE starts on June, 13th 2022, the entry will not be considered for the EUROBIKE INNOVATORS PRIZE.

All prices are net prices. If statutory sales tax is applicable, it will be charged additionally. All prices are net prices. VAT will be charged if legally applicable.

4 Transport, liability, insurance

The finalists will be invited to the pitch and the EUROBIKE INNOVATORS PRIZE ceremony on 14.07.2022. For the product pitch on 14.07.2022, finalists must submit their pitch deck to the EUROBIKE INNOVATORS PRIZE organizers by 08.07.2022 23:59. The pitch deck includes a presentation of a maximum of 3 minutes.

The costs for transport, insurance as well as customs duties for import and export are borne by the participant. The participant is liable for any damage that may occur, in case of loss or additional costs. Each participant is recommended to take out transport insurance to cover possible damage during the transport of the entries.

Submission of entries is only relevant for the final products. Notification the Public Voting and the Final Products will be on June, 30th 2022.

The submission of the pitch decks has to be done in the period from 01.07 - 08.07.2022. The email contact for the submission of the pitch decks will only be communicated to the finalists.

The pitch can be supported by using functional original products. Large exhibits may also be presented as scale models or with informative large photos, within the presentation in various detail shots.

Prototypes must be clearly marked. If there are restrictions on the intended usability of the product submitted, this must be pointed out in a suitable form. EUROBIKE reserves the right to claim any resulting personal injury or property damage from the participant in the event of insufficient labeling.

5 Storage and collection of submitted entries

The submission and storage of products for the EUROBIKE INNOVATORS PRIZE PITCH is not intended and not possible on the part of EUROBIKE.

6 Selection process, panel of judges

All entries submitted in accordance with the rules will be available for public evaluation in a public voting in the period from 13.06.2022 - 24.06.2022. The voting platform can be accessed via the EUROBIKE INNOVATORS PRIZE platform. The three best products per category will be invited for the EUROBIKE INNOVATORS PITCH on 14.07.2022. If a participant is unable to present their product at EUROBIKE on 14.07.2022, this must be communicated in writing by 02.07.2022. In this case, the next product in the respective category will move up for the final.

At the EUROBIKE INNOVATORS PITCH, the product must be pitched in a maximum of three minutes. The criteria for evaluating the entry will be determined by EUROBIKE. The jury will award prizes to those entries that meet the evaluation criteria. The applicable evaluation criteria can be found on the EUROBIKE AWARD homepage. The best entries of the competition will be awarded the EUROBIKE INNOVATORS PRIZE at the discretion of the jury. The decisions of the jury are legally valid and do not require justification.

In addition to the jury's award, a EUROBIKE INNOVATORS PRIZE will also be awarded on site by the audience. The winner of this award will be determined by audience vote from the 15 finalists. It is possible to cumulate the jury winner and the audience winner.

There is no legal recourse against a decision of the jury or the audience. In the event of withdrawal from the competition, the participant has no right to feedback on the reasons for withdrawal.

The multi-stage evaluation and selection process is divided into a digital preliminary decision with audience voting, a 3-minute pitch at EUROBIKE on July 14, 2022 in front of a jury of experts and the audience present there. In the digital preliminary decision, the audience evaluates the submitted products. From all the products submitted, the best three products per category will reach the final. With 5 categories, there will be 15 products in the final.

In the final on July 14, 2022, all participants in the final will present their products to a five-member jury and the audience. Following the product pitches, the 5 expert jurors will decide which products will be awarded a EUROBIKE INNOVATORS PRIZE.

The selection process for the final jury session will take place in several phases, during which the jury will look at the individual entries. After the product pitches, the jurors select three potential winners from each category. In the next stage, the jury jointly selects the entries that best meet the evaluation criteria.

Media representatives, representatives of the participating companies and other visitors are not admitted to the jury session.

7 Copyright, publication

All of the texts, images, audio files, videos and other published information produced in the course of the competition and the follow-up reporting are subject to the copyright of fairnamic GmbH.

The participant grants fairnamic GmbH a royalty-free right of use to all copyrights and ancillary copyrights for all contributions provided (photos, texts and videos), unlimited in terms of time, space and content, without obliging EUROBIKE to name the authors of the contributions.

8 Services for winning products

a) Award ceremony

The award winners will be honored on July 14, 2022 with the EUROBIKE INNOVATORS PRIZE. As long as the awarded product is on the market, it may be advertised with the EUROBIKE INNOVATORS PRIZE. All award winners can use the logo for award winners for their own purposes after the announcement of the award. However, EUROBIKE will only provide the logo as a print template for this purpose. Each award winner can use it to print advertising and marketing materials that are optimally tailored to their product, e.g. posters, flyers, hangtags, display stands, etc.

The award winners are entitled to present EUROBIKE INNOVATORS PRIZE logo in relation to the awarded contribution in the market.

EUROBIKE may subsequently object to an award for good cause, particularly if information becomes known that was not available at the time of the award (see also Item 12).

b) Press work

The awarded contributions will be integrated into the EUROBIKE press work. The results of the EUROBIKE INNOVATORS PRIZE will be published during the EUROBIKE INNOVATORS PRIZE award ceremony and subsequently presented online in the gallery.

c) Consent to the use of articles and photographic material

Prize winners will be granted permission by EUROBIKE to use articles and visual material about the competition for advertising purposes, insofar as EUROBIKE holds a copyright to these.

9 Postponement or cancellation of the award competition

fairnamic GmbH is entitled to refrain from holding the competition or to postpone it at its own discretion. There is no entitlement to the implementation of the competition. If the competition is completely cancelled for a calendar year, fairnamic GmbH shall be obligated to repay the participation fee in full. The participant shall have no further claims. If the competition is merely postponed, fairnamic GmbH shall not be obliged to refund the participation fee.

10 Cancellation

The participant can cancel his participation free of charge in text form (e.g. letter, email) without giving reasons until 12.06.2022. From 13.06. - 24.06.2022 50% of the participation fee will be due, in case of a later cancellation the full participation fee will be charged.

11 Exclusion of liability, duty to exercise proper care

EUROBIKE does not assume any duty of care for the entries submitted and exhibited. Each participant is recommended to take out transport and exhibitor insurance against damage, destruction or theft of entries.

EUROBIKE's liability for damage to entries caused by its employees or jury members is limited to intent and gross negligence. This also applies in particular to damage caused in the course of the selection procedure.

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

The participant affirms that no rights of third parties are infringed by his/her entry, its intended participation in the competition and the documents submitted for the entry (photos, texts, etc.). If a claim is made against EUROBIKE due to the infringement of the rights of a third party, the participant whose entry caused the infringement shall indemnify fairnamic GmbH against any claims for damages by the third party.

Upon presentation of a legally binding judgment or a court order, fairnamic GmbH shall be entitled to exclude entries that infringe the property rights of others (e.g. plagiarism, pirated copies, counterfeiting) from the competition at any stage. Awards already made for such entries may be subsequently revoked.

13 Exclusion from the award competition

Should a participant be excluded from the EUROBIKE INNOVATORS PRIZE 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 fairnamic GmbH has its registered office. Place of jurisdiction is Tett nang.