

Terms and Conditions of Entry for the BrandEx Award as part of the BrandEx Festival on 19.01.2021

I. Eligibility requirements

1. Only entries satisfying the Terms and Conditions of Entry shall be taken into consideration. The jury's decisions are final and cannot be appealed; they are subject to the exclusion of legal recourse.
2. The entrant expressly declares that he/she is authorised to effect the transfer of exploitation rights listed below and subsequently transfers to the organisers, Messe Westfalenhallen Dortmund GmbH (hereinafter referred to as the organisers), the simple, temporally and geographically unlimited rights to the use and exploitation of the submitted documents for the purpose of the necessary public relations activities including the passing on and transfer of the necessary exploitation rights to third parties. These include, but are not limited to, the reproduction of photos and materials in the event documentation and other press releases, the International Festival of Brand Experience (BrandEx) information materials, the publication of photos and videos on websites and the use of photographs, films and other materials on social media channels and at the awards ceremony.
3. The organisers and/or the jury appointed by them are entitled to refuse inclusion of an entrant in the competition or to exclude them retrospectively if their entry violates legal regulations and/or contains racist, pornographic, violent/violence-glamorising, sexist or political content or surreptitious advertising. The fee(s) for the respective stage(s) that have been paid up to this point shall not be refunded.
4. The organisers/the jury reserve the right to re-categorise projects without consulting the entrant.

II. Terms and conditions of use and exploitation

1. The transfer of rights includes all physical and intangible uses in all forms and media, in particular the rights of reproduction and distribution, the right to exhibit, the rights of archiving and providing accessibility to the public, secondary printing rights, recording medium rights, the right of sound and image recording, film making rights, i.e. the right to edit and produce audio/visual recordings as well as the right to use names and logos in connection with the publication of the submitted documents.
2. The entrant waives the right to be identified as the author/creator of the submitted photos and videos. He/she is therefore aware that for technical and organisational reasons he/she will not be named in the company information/legal notice. In the event that the entrant is not the author/creator, he/she expressly declares that he/she has concluded a corresponding agreement with the author/creator. The organisers wish to accommodate the interests of the author/creator as far as possible. They will endeavour - without the existence of any claim to this - to retain any digital watermark attached to the submitted photos and videos, provided that this does not conflict with any technical requirements. Subsequent corrections are subject to a fee.
3. Simple changes, such as the replacement of photos and editing of text, will cost € 50.00 plus VAT. More extensive changes, such as replacement of a presentation film or re-categorisation of the project, will cost € 90.00 plus VAT.

III. Warranty and indemnification

1. The entrant warrants that he/she has all necessary rights, including trademarks, other marks and other intellectual property rights and declares that these rights are transferred unencumbered by third-party rights. He/she warrants that he/she has obtained the consent required for the portrayal of people and has also clarified the matters of moral rights and data protection and privacy as required. In particular, he/she warrants in this respect that he/she has obtained the express consent of the author/creator to the naming of the author/creator only in the company information/legal notice, if at all.
2. The entrant shall indemnify the organisers from all claims, including claims for damages, legal costs, lawyers' fees and court costs which third parties may assert against the organisers due to violations of the third parties' rights. He/she shall assist the organisers in the event of such third-party claims, in particular with the information necessary for a defence. The organisers reserve the right to assert further claims.
3. The entrant shall inform the organisers of the use of any material subject to the rules and regulations of the German Society for musical performing and mechanical reproduction rights (Gesellschaft für

musikalische Aufführungs- und mechanische Vervielfältigungsrechte [GEMA] (e.g. music, jingles, sounds, audio clips, etc.). The entrant shall register any usage subject to GEMA rules and regulations with GEMA and bear the fees incurred therefrom, as well as any fees for any subsequent use by the organisers on their website and the websites of the partners (FAMAB e.V., BlachReport, Studieninstitut für Kommunikation) and in an online archive on the internet.

- IV. By signing this document, you expressly accept these terms and conditions of participation, use and exploitation.