

Generation Awake Young designers' competition: Eligibility rules and terms and conditions

ELIGIBILITY RULES

Promoter

European Commission, Directorate General for the Environment, Generation Awake Campaign

Title

'Become an Awakener, young designers' competition'

What is the Contest about?

The aim of the Contest is to spread the principle of upcycling and reuse of materials among young creative people, in accordance with the Generation Awake campaign run by the European Commission. The competition also wants to encourage thinking about the finitude of resources, the value of waste, and the power of creativity to solve environmental issues.

Who can participate in the Generation Awake young designers' competition?

The following **categories** of Contestants can take part in the competition:

- Designers;
- Artists;
- Artisans;
- Art and design students and recent graduates;
- All creatively-minded people who embrace the concept of reuse, recycle and upcycle (either professional or amateur).

Groups: Contestants can participate as individuals or as part of a group. A competing group will have the same rights as an individual Contestant and the prize will be shared amongst the group members equally. If a group wins first prize, they will have to elect one of the members to travel and collect the prize and the money.

Age: the competition is open to people aged between 18-40 years old on the proposal submission date.

Nationality: The competition is open to Contestants residing in Bulgaria, France, Lithuania and Italy only. Contestants do not have to be nationals of these countries.

Cannot enter the competition:

- Design companies (although members of design companies can participate with their own project);
- Members of the jury and their relatives;
- Categories listed in the terms and conditions, see below.

Timing of the Contest

Contest launch: 4 February 2014

Application submission period: 4 February from 12.00 GMT until 28 March 2014 23.59

GMT

April/May: National exhibition of 10 finalist designs in the 4 countries

May/June: Exhibition of the first three winners from each country at the Green Week in Brussels. Winners of the 1^{st} prize from each country will be invited to attend the exhibition.

How many entries?

Every Contestant/Group is allowed to submit up to three designs. If the design is part of a collection, the whole collection can be presented. For each entry, the Contestant should submit a different application form. If a collection is presented, this should be done through one application form only.

To illustrate the entry, it is possible to present a maximum of five photos (shared via Google drive, Picasa, Flickr or Instagram), or a video of a maximum duration of two minutes (uploaded on Vimeo or YouTube).

What kind of products/designs can be submitted?

- Interior design products (mainly home/garden furniture such as lamps, tables, chairs...) anything that can be found in a house (Generation Awake house http://www.generationawake.eu/en);
- Toys;
- Artwork (small statues and installations, theatre costumes and scenery design);
- Clothes, shoes and jewellery;
- IT related products: accessories for smart devices such as laptop bags, smart phone accessories, mouse pads etc.
- Musical instruments.

All products submitted should follow the upcycling principle. (Upcycling = the process of converting waste materials or useless products into new materials or products of better quality or for better environmental value.) Therefore the materials used will have to be clearly stated.

Submission, registration and documents required

To submit their entry, Contestants have to fill in an online Google form: http://goo.gl/32Nait, which asks for:

- Personal information: name, contact details;
- Description of the design;
- Description of the materials and techniques used.

The Contestants are requested to send us a signed copy of this document together with a pdf copy of their ID card, please see 'Acceptance of competition rules and terms and conditions' section for details.

Contestants are also asked to provide a link to pictures or a video of their design.

Contestants should be aware that if their design is selected as a winner, they will have to sign a statement of release document, available here:

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https://www.dropbox.com/sh/pf391wm0gup8whn/iQI7XCoNXh

FR

https://www.dropbox.com/sh/yp1lqpeo090a6ox/3F3CYldsHQ

IT

https://www.dropbox.com/sh/o7lzzal3j902drs/NPUuyt-Vko

LT

https://www.dropbox.com/sh/bm40rzg5ulkdzx8/0c0HDAvxBa

Contact details of the helpdesk are here:

generationawake.designers@gmail.com

Participation fees

There are no participation fees.

How will the voting system work?

Jury voting: A jury will be constituted for each country (details of each country's jury members will be given at a later stage). The jury will select the first-place winner, second-place winner, and third-place winner from the best 10 entries.

What will be the jury's criteria?

The jury will judge the entries mainly by taking into consideration the:

- coherence with the upcycling principles:
 - How much of the design is made of reused materials?
 - Where did the Contestant get the materials used?
 - Would the materials have gone to waste if not used by the designer?
- creativity and originality of both the design and the materials chosen:

- Is the design traditional/inspired by other designers? Or does it come from the Contestant's imagination only?
- In what way is this design 'new'?
- Were the materials already used to create similar products before? Were they used in a different way/for a different purpose this time?

- innovation:

- Is the object created particularly useful?
- For the more artistic designs: is this design particularly appealing?
- **possibility to be reproduced by the public** (Generation Awake wants indeed to make the principles of upcycling part of everyone's lives): the techniques used do not necessarily have to be easy, but they should be able to be reproduced by the general public.

Each criterion will have equal weighting in the final score provided by the jury.

What is the prize?

For each country:

- Ten finalists will be selected by a jury and they will have their designs exhibited at a national event. To note: transportation to and set up and dismantling of the artwork at the national exhibition will have to be arranged by the Contestant (details on each country's venues will be given at a later stage). However, in exceptional and duly justified cases where for instance the artwork's dimensions or weight would be a major barrier preventing the finalist from taking part in the exhibition, support from the Promoter could be requested. Decisions will be taken on the case by case basis, pending provision of justification and within the available resources.
- Among them, three winners will be selected per country (1st place, 2nd place, 3rd place,
- The three winners from each country will have their designs exhibited at Green Week in Brussels between 3-6 June 2014 (http://ec.europa.eu/environment/greenweek/index.htm) and they will receive prizes provided by the business partners (details on the prizes per country will be given at a later stage). To note: the travel and accommodation costs of the winning designer and the return shipping costs of the three winning designs per country for the exhibition in Brussels will be provided by the Promoter.

TERMS and CONDITIONS

- 1. This competition is organised and hosted by Mostra on behalf of the European Commission, Directorate General for Environment, B-1049 Brussels, Belgium ('Promoter').
- 2. No purchase is necessary to enter this competition.
- 3. The Contest is open to Contestants aged 18-40 residing in Bulgaria, France, Italy and Lithuania only. Contestants do not have to be nationals of these countries. Employees and immediate relatives of employees of the Promoter or any of its contractors or their respective parent, subsidiary or affiliated companies or any other person connected with this competition are excluded from participation. 'Contestants' cannot be legal entities.

- 4. Contestants can enter the competition as a group or as individuals. By applying as a group, Contestants certify that they are not also applying as an individual.
- 5. Groups will have to select one member of the group that will receive the price and will travel. The person selected could change in the different steps of the competition, but only one of them will be appointed for the final. All group members should release their rights to this sole person. The Promoter should in no way be involved in any group disputes (see proposal draft 'groups').
- 6. A helpdesk will be available to answer the Contestant's queries. E-mail address: generationawake.designers@gmail.com
- 7. You can enter the contest via the Google form: http://goo.ql/32Nait
- 8. As a Contestant you must:
- Fill in all the sections of the form in English (Personal information, Describing your design, Sharing your design).
- As stated in the form, you should both describe the objects and send links to up to five pictures (via Google drive, Picasa, Flickr or Instagram) or link to one video of a maximum duration of of two minutes (uploaded on Vimeo or YouTube). If a Contestant wants to integrate a message into an image he/she can do so, provided that this is in English.
- Submit your entry to the contest.
- 9. It is the responsibility of each Contestant to ensure that any video or pictures he/she submits have been produced with the permission of the subject(s) and/or venue(s)/location(s) displayed in the video and do not infringe copyrights or any other rights of any third party. The Contestant should also ensure that he/she holds the copyright for the objects shown in the videos/photos.
- 10. Under no circumstances shall the Promoter be held responsible or liable, directly or indirectly, for any potential violation of the preceding paragraph. The Contestants warrant that they own the copyright for the video/picture they submit, as well as the design shown, and that their entry does not infringe the privacy rights, copyright or any other rights of any person. A Contestant shall be liable and provide compensation in the event of any action, claim or proceedings brought against The Promoter by a third party as a result of the infringement of existing copyrights caused by the Contestant in the contest.
- 11. Under no circumstances shall the Promoter be held responsible or liable, directly or indirectly, for any potential violation of the terms stated in the preceding paragraph and the Contestant shall indemnify The Promoter for any claims made by any third parties in respect of such infringement.
- 12. Contestants shall not reproduce or otherwise use, transmit, share, download, rip or exploit the video(s) other than for the purposes of the Contest and in strict accordance with these Terms and Conditions.
- 13. Application submission period is: 4 February 2014 from 12.00 GMT until 28 March 2014 23.59 GMT. Late entries shall not be accepted. No responsibility is borne by the Promoter for late entries or corrupted files.

- 14. The jury deliberation will take place in the period: 29 March 4 April 2014. The jury proceedings will not be made public and their decision will be irrevocable.
- 15. The first 10 designers per country will be notified by 11 April 2014 by <u>email</u>. The first three designers per country will be notified by 15 May 2014 by email.
- 16. The Contestants notified will have to acknowledge reception within a week. In case of delays, the Promotor has the right to notify the runner-up.
- 17. Submission of an entry shall be deemed as the acceptance of the Terms and Conditions by the Contestant. By entering the Contest, Contestants agree that if an entry does not comply with the technical, artistic or legal specifications set out herein or if The Promoter at its discretion requires it, The Promoter shall be within their rights to disqualify any such entries. Submissions which do not relate to the topic of the Contest shall be automatically disqualified. Entries shall not contain any material and/or statement which violates or infringes in any way the rights of others whether it be unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane, indecent or otherwise objectionable, which encourages conduct or displays conduct that would constitute a criminal offence, gives rise to civil liability or otherwise violates any applicable law. Entries failing to comply with this provision shall be disqualified without prior notice.
- 18. By entering the Contest, Contestants agree that The Promoter shall be under no obligation to exploit, distribute, and/or exhibit any submitted video(s) and the Contestants shall have no claim against The Promoter in this regard.
- 19. The Promoter's decision is final and cannot be challenged. No correspondence shall be entered into regarding this Contest.
- 20. No responsibility shall be borne for entries lost, delayed, misdirected, damaged, or undelivered, whether due to technical difficulties affecting electronic communication or any other event.
- 21. The Contestants and winners agree that their names, images and/or likenesses as well as any contributions in the online Contest may be used in publicity or other promotional activities as determined by the Promoter free of charge. Furthermore, the Contestants hereby grant the Promoter any and all rights necessary for distribution and public communication or display of any submitted text, image, video or other intellectual property rights that may arise from participation in this Contest, the prizes or related publicity, and hereby grants the Promoter the nonexclusive, royalty-free, worldwide and transferable right, for the whole term of the intellectual property rights concerned, to use, modify, edit, copy, reproduce, distribute, translate, create derivative works from, alter and publicly display or communicate, or publish any such intellectual property rights, for whatever purpose, in any form or medium, either on this website or elsewhere, whether promotional or in other activities or events arranged by the Promoter, whether locally or worldwide. Contestants who submit contributions to the Contest containing names, images and or likenesses, or containing intellectual property rights of third parties hereby guarantee that they have obtained the necessary consent of the third parties involved.
- 22. Any personal information, including, without limitation, the Contestant's name, age, address (including postcode), mobile phone number and/or email address shall be used by the Promoter and its contractors solely in connection with this Contest and shall not be disclosed to any third party except for the purpose of the Contest (including subsequent promotions as stated in these Terms and

Conditions). Contestants have the right to access their personal data processed by the Promoter and its contractors. Furthermore, if a Contestant can establish that the personal data is not accurate or complete, the Contestant has the right to rectify or have rectified the personal data. Access and rectification requests may be addressed to Mostra, Chaussée d'Alsemberg 1001, Brussels, Belgium.



Contact person Stéphanie Semeraro Mostra +32 2 537 44 00 generationawake.designers@gmail.com

- 23. The European Commission Environment Legal Notice displayed at http://ec.europa.eu/geninfo/legal notices en.htm under 'Legal Notice' applies to any processing of data performed in connection herewith.
- 24. By accessing the website, the Contestant agrees to be bound by these Terms and Conditions, which may be amended or modified at any time by the Promoter.
- 25. The Promoter shall under no circumstance whatsoever, irrespective of the cause therefore, be liable for any loss, damage or personal injury to the winner nor to property or else caused or suffered in connection with this Contest or any prize(s) awarded in connection herewith.
- 26. The promoter cannot be held responsible for any prize given by sponsors as well as any loss or delay in the delivery of the prize due to the postal service or other means. In case of loss of the prize after the Promoter has entrusted it to the postal service for delivery, the prize shall be deemed to be delivered and no other prize will be delivered to the winner.
- 27. More generally, the Promoter shall under no circumstance whatsoever be liable for any delays, changes, disruptions, cancellations, diversions or substitutions, unavailability of the prize(s) due to local public holidays or other conditions or events affecting availability or enjoyment of the prize(s), nor any act or omission whatsoever by any form of transportation and/or accommodation included in the prize(s). The Promoter shall not be liable in respect of any non-performance of its obligations by reason of any act of God, civil war or strike, hostilities, act of foreign enemy, invasion, war, satellite failure, legal enactment, governmental order or regulation or any other cause beyond its respective control.
- 28. The website may contain links to other websites, resources and advertisers. The Promoter shall not be responsible for the availability of these external websites nor does the Promoter endorse or agree to be responsible for the content, advertising, products or other materials made available on or through such external sites.
- 29. Under no circumstances shall the Promoter be held responsible or liable, directly or indirectly, for any loss or damage caused or alleged to have been caused to a user in connection with the use of or reliance on any content, goods or services available on such external site.
- 30. The Promoter reserves the right, at any time and from time to time without any liability whatsoever, to modify or discontinue, temporarily or permanently the website, including this Contest, with or without prior notice to Contestants.

- 31. The Promoter retains the right to disqualify any Contestant suspected of cheating in any form and remove their entries from the competition. No correspondence will be entered into on this matter.
- 32. The Promoter reserves the right to select an alternative winner in the event that the Promoter has reasonable grounds for believing that a Contestant has contravened any of these terms and conditions.
- 33. The winners (and 10 finalists per country) will be required to provide a written acknowledgement of acceptance of all terms and conditions and sign a separate release form as provided by the Promoter. You can find the statement of release here:

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LT

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- 34. All Contestants are responsible for any costs or expenses incurred by them as a result of participation in the Contest (including without limitation costs for accessing the Internet). Costs to enter the Contest via the internet may vary so the Contestants are invited to check with their local service provider for current charges.
- 35.A Contestant is responsible for some of the costs, taxes, duties or levies incurred as a result of participating in or winning the Contest.
- Costs that will be covered by the organisers: travel and accommodation for the winning Contestants (one night to Brussels).
- Costs that will be covered by the Contestants: any other costs to participate in national exhibitions and some costs associated with the exhibition in Brussels (transfers to and from airport to hotel and venue, meals etc.).
- 36. In addition, the Contestant hereby agrees and accepts that by winning the Contest, the Contestant may incur taxes, duties or other levies including but not limited to any prize, tax etc. under any applicable laws and regulations. The Contestant hereby unconditionally accepts to bear any such tax, duty or other levy on behalf of Contestant or an accompanying quest.
- 37. No responsibility will be accepted for entries lost, delayed, misdirected, damaged, or undelivered, whether due to technical difficulties affecting electronic communication or otherwise.

- 38. The prizes are non-transferable and cannot be exchanged. No cash or credit alternatives will be offered. If due to circumstances beyond the Promoter's control the Promoter is unable to provide the stated prize(s), the Promoter reserves the right to award as substitute a prize of equal or higher value. All prizes are subject to the terms and conditions of the supplier of the relevant service included in the prize.
- 39. Contestants and winners agree that they may be required to take part in publicity or other promotional activities without further consent or payment as later determined by the Promoter. Such publicity may include their names, images and/or likenesses as well as any contributions in the Contest. The Contestant hereby grants the Promoter any and all rights necessary for distribution and public display of any submitted text, image, or other intellectual property rights that may arise from participation in this Contest, the prizes or related publicity, and hereby grants the Promoter the perpetual right to exclusively, royalty-free and without limitation use, edit, copy, reproduce, distribute, translate, and publicly display or publish any such intellectual property rights, for whatever purpose, in any form or medium, either through websites, media and social media channels, for promotional activities or events arranged by the Promoter, whether locally or world-wide.
- 40. Any personal information, including, without limitation, the Contestant's name, age, address (including postcode), mobile phone number and/or email address will be used solely in connection with this Contest and will not be disclosed to any third party except for the purpose of the Contest (including subsequent promotions as stated in these terms and conditions). The European Commission Legal Notice displayed at http://ec.europa.eu/geninfo/legal_notices_en.htm under Legal Notice" applies to any processing of data performed in connection herewith.
- 41. The Promoter will under no circumstance whatsoever be liable for any delays, changes, disruptions, cancellations, diversions or substitutions, unavailability of the prize(s) due to local public holidays or other conditions affecting availability or enjoyment of the prize(s), nor any act or omission whatsoever by any form of transportation and/or accommodation included in the prize(s). The Promoter shall not be liable in respect of any non-performance of its obligations by reason of any act of God, civil war or strife, hostilities, act of foreign enemy, invasion, war, satellite failure, legal enactment, governmental order or regulation or any other cause beyond its control.
- 42. The Promoter reserves the right at any time, and from time to time, without any liability whatsoever, to modify or discontinue, temporarily or permanently this Contest, with or without prior notice to Contestants.

ACCEPTANCE OF COMPETITION RULES AND TERMS AND CONDITIONS

By entering the competition, the Contestants agree to be bound by the competition rules and terms and conditions, including assurances on the copyright of entries (see statement of release above).

Please send us a signed copy of this document together with a pdf copy of your ID card by e-mail to generationawake.designers@gmail.com stating your name in the subject line.

DISCLAIMER

Contestants solely hold the responsibility for the video(s), pictures and design they decide to publish. Under no circumstances shall the Promoter be held responsible or liable, directly or indirectly, for any potential violation arising from this publication.

If Contestants believe that a video/picture is published in violation of their rights, Contestants may contact Mostra immediately via email at Stephanie.Semeraro@mostra.com and Mostra guarantees that the video/picture/design in question shall be immediately removed from the website.

The current Terms and Conditions are submitted to Belgian law.

The present Elegibility Rules and Terms and Conditions are governed by Belgian law. In the event of a dispute regarding the present Elegibility Rules and Terms and Conditions, the Brussels' courts are solely competent.