

## COMPETITION TERMS AND CONDITIONS

In submitting the Entrant's Registration Application and making full payment of the Competition and related Fees, the Entrant fully and unreservedly agrees to all the terms, clauses and conditions as follows:

### CONDITIONS PRECEDENT

1. It is a condition precedent to the formation of this Agreement that the Entrant is to make full and prompt payment of the Entrant's Fees at or around the time of submission of the Entrant's Application.

### GRANTS AND LICENCES

2. The Entrant hereby fully and unreservedly grants to Red Dot a non-exclusive, full and unfettered licence to perform and conduct any and all of the following (in full accordance with the unfettered discretion of Red Dot) in relation to the Entrant's Work(s) worldwide free of any fee, in perpetuity, and without need for Red Dot to credit and name the Entrant or the author(s) of the Entrant's Work(s), and without need for Red Dot to otherwise first seek approval/permission from the Entrant or any third party:
  - broadcast the Entrant's Work(s) including broadcast in any media, television programme, video, film, webcast, cable network, mass viewing, private viewing, theatre, cinema, on any computer network (including the Internet) and the like (whether such broadcast is in digital form, analogue, film or otherwise);
  - publish, print and distribute the Entrant's Work(s) in any media, including (but not limited to) any magazine, advertisement, book, catalogue, periodical, publication, leaflet, document and the like;
  - copy, manufacture and distribute copies of the Entrant's Work(s) in any form (whether analogue, digital or otherwise), including (but not limited to) videos, movies, DVDs, CDs, digital files and the like;
  - publish and distribute the Entrant's Work(s) in the form of a web page or digital file on any computer network (including the Internet);
  - promote the Entrant's Work(s) in any manner deemed fit and suitable by Red Dot and in full accordance with the full and unfettered discretion of Red Dot;
  - showcase the Entrant's Work(s) in any trade show, event and the like;
  - destroy, discard or otherwise dispose of the Entrant's Work(s) and copies thereof in the possession of Red Dot; and otherwise use the Entrant's Work(s).
3. The Entrant hereby fully and unreservedly grants to Red Dot the power and authority to grant sub-licences to any RD Agent to conduct any of the acts stipulated in Clause 2 above and to assist Red Dot in conducting any such acts, with the limitation that such sub-licences do not exceed the scope of the licences provided in Clause 2 above.
4. The Entrant may terminate or withdraw the grants and licences stipulated in Clauses 2 and 3 above ONLY by communicating not less than six (6) calendar months written notice of such termination or withdrawal (as the case may be), upon which this Agreement shall be automatically terminated (without need for notice) on the same day as the termination/withdrawal of such grants and licences.

### PAYMENT

#### Payment

5. Full payment of the Entrant's Fees shall be made to Red Dot by the Entrant at or around the same time that the Entrant's Application is submitted to Red Dot.
6. In accordance with Clause 1, in the event that the Entrant fails to make full payment of the Entrant's Fees at or around the same time of the submission of the Entrant's Application to Red Dot, there then exists no formation of contract and the full agreement stated herein is null and void ab initio. The Entrant's Fees is not refundable.

### OBLIGATIONS OF RED DOT

#### Examination of the Entrant's Application

7. Red Dot shall examine the Entrant's Application in order to verify that all information contained within such application conforms with all required formats and that all information necessary for full and proper adjudication has been provided for and properly and clearly indicated within the application.
8. Nothing in this Agreement shall legally oblige or require Red Dot to verify the accuracy or truth of the information contained in the Entrant's Application.
9. With no effect on Clause 8 above, all Parties acknowledge that Red Dot shall be entitled to require of the Entrant or request in writing any and all of the following:
  - 9.1. any further information necessary for the proper assessment and adjudication of the Entrant's Application;
  - 9.2. a correction and re-submission of the Entrant's Application where such application was not filled in properly;
  - 9.3. any further information or documents necessary to properly verify the accuracy or truth of the information contained in the Entrant's Application.
10. In furtherance to Clause 9 above, where a request or requirement has been sent to the Entrant, no further processing of the Entrant's Application shall occur unless and until an appropriate written reply has been properly communicated to Red Dot within a reasonable time and before the Competition Closing Date.

#### Acceptance of the Entrant's Application

11. In its sole, full and unfettered discretion, Red Dot may accept the Entrant's Application where, before the Competition Closing Date:
  - 11.1. the application was submitted to Red Dot promptly and correctly;
  - 11.2. all and full information as required by the application is fully, accurately and truthfully provided within the Entrant's Application;
  - 11.3. all necessary and required enclosures are provided along with the Entrant's Application at the time of submission;
  - 11.4. the Entrant agrees by marking, ticking, or indicating on the Entrant's Application (where forms have been submitted via the Internet) to all the terms, clauses and conditions of the competition; and
  - 11.5. prompt and full payment of the Entrant's Fee has been made to Red Dot.
12. All Parties fully and unreservedly acknowledge that acceptance of the Entrant's Application by Red Dot:
  - 12.1. does not preclude the Entrant from being subsequently disqualified from the Competition;
  - 12.2. does not, per se, ensure or guarantee the participation or qualification of the Entrant's Work(s) for the Competition;
  - 12.3. cannot be construed as Red Dot's irrevocable acceptance, warranty or guarantee of the accuracy or truth of the information contained in the Entrant's Application; and
  - 12.4. does not serve as any form of acknowledgement, warranty or guarantee on the part of Red Dot as to the Entrant's Intellectual Property Rights over the Entrant's Work(s).

#### Adjudication

13. Red Dot shall, in its sole, full and absolute discretion, organise, select and manage the RD Jury, which shall adjudicate the applications which have been appropriately examined, filtered and approved by Red Dot.
14. Nothing in this Agreement shall legally obligate or require Red Dot and/or the RD Jury to perform any or all of the following:
  - 14.1. justify, reveal or explain their processes, inner workings and standards;
  - 14.2. justify, reveal or explain their decisions and ultimate results at the end of the adjudication process.

#### Awards and Announcement

15. Upon the completion of the adjudication process described in Clauses 13 to 14 above, and in the event that the Entrant's Work(s) are adjudged by the RD Jury and declared as a RD Award Winner, Red Dot shall communicate written notice of such event to the Entrant and ONLY in relation to the specific Entrant's Work(s) declared as a RD Award Winner.
16. All Parties acknowledge that ONLY Entrants who have submitted works declared as RD Award Winners shall be informed by post; Red Dot bears no obligation to inform any parties who have not been declared by the RD Jury as RD Award Winners.

#### Consequences of Achieving RD Award Winner Status

17. ONLY in the event that the Entrant's Work(s) are adjudged by the RD Jury and declared as a RD Award Winner, and ONLY in the event that the Entrant makes full payment of the Further Fee in accordance with Clause 29, shall Red Dot (in its sole, full and unfettered discretion) perform the following:
  - 17.1. print, publish or present the winning Entrant's Work(s) in the RD International Year Book for the single, specific and particular year of the award;
  - 17.2. publish or present the winning Entrant's Work(s) on the RD Online Exhibition on the Internet;
  - 17.3. present and display the winning Entrant's Work(s) in a special exhibition of all winners of the current year's Red Dot Award: Design Concept at the RD Design Museum for a minimum period of one (1) week;
  - 17.4. provide to the Entrant a data package in the form of a CD or DVD (or like storage media) or digital form for use of the RD Label for the duration of the Agreement; and
  - 17.5. provide to the Entrant a certificate documenting the conferment of the award.
18. In the event that Red Dot fails to fully discharge any of its responsibilities stipulated in Clauses 7 to 17 above, the following shall apply in full force:
  - 18.1. the Entrant shall (before resorting to any form of legal claim against Red Dot or order for specific performance or the like) communicate notice in writing of such failure to Red Dot, stipulating the following:
    - the date on which such notice was communicated;
    - the details of Red Dot's failure and the corresponding Clause Number(s) relevant to such failure;
    - that Red Dot shall be provided with a period of forty-two (42) working days (from the date that such notice was communicated) to rectify such failure(s);
  - 18.2. Red Dot shall be allowed a period of forty-two (42) working days (from the date that such notice was communicated) to properly rectify such failure(s);
  - 18.3. the Entrant shall ensure that the Entrant shall be made available to Red Dot over the period described in Clause 18.2 above.

#### Full Discretion

19. Nothing in this Agreement shall prevent Red Dot from altering, changing, reconfiguring, or adapting the advertising, promotion and marketing of the winning Entrant's Work(s) (whether such appears in the RD International Yearbook, any publications, on the RD Online Exhibition or on any of the media stipulated in Clause 2 [Grants and Licences] or otherwise) where in its discretion it is appropriate to do so in light of localisation factors, differing environments, language differences, cultural differences, differing commercial markets and the like.

20. All methods, schedules, timelines, internal procedures and processes and the like with regard to the examination, filtering, approval, adjudication and announcement stages described in Clauses 7 to 9 above shall be performed and executed by Red Dot in accordance with its sole, full and unfettered discretion, with no requirement for Red Dot to inform the Entrant of the details of any such methods, schedules, timelines, internal procedures and processes and the like.
21. In furtherance to Clause 14.2 above, Red Dot may at any time attempt to respond, answer and reply to any requests, queries or questions communicated by the Entrant to Red Dot; however, nothing in this Agreement shall legally obligate or require Red Dot to make such response, answer or reply.

#### OBLIGATIONS OF THE ENTRANT

##### Maintenance of Ownership and Rights

22. Notwithstanding Clauses 2 and 3 [Grants and Licences], in the event that the Entrant performs a Disposing Act within the Term, the Entrant shall use its best endeavours to ensure that such Disposing Act shall have no effect on the licences and grants provided to Red Dot as stipulated in Clauses 2 and 3.

##### Registration of Ownership and Rights

23. The Entrant fully and unreservedly acknowledges that the Entrant shall be solely and fully responsible for fully performing any and all of the following in any jurisdiction worldwide and before Red Dot reveals to the public at large the Entrant's Work(s) in pursuance of its obligations within this Agreement:
  - 23.1. applying for and obtaining any form of design registration in relation to the Entrant's Work(s) with any relevant official, international, governmental or jurisdictional body;
  - 23.2. applying for, filing and/or obtaining a patent in relation to the Entrant's Work(s) with any relevant official, international, governmental or jurisdictional body;
  - 23.3. applying for and obtaining any other form of registration/grant of Intellectual Property Rights or intellectual property ownership;
  - 23.4. assessing the commercial feasibility and viability of any and all of the actions stipulated in Clauses 23.1 to 23.3 above;
  - 23.5. the costs incurred in any and all of the actions stipulated in Clauses 23.1 to 23.3 above.
24. The Entrant fully and unreservedly acknowledges and is aware that, in furtherance to Clauses 2 and 3 [Grants and Licences] as well as Red Dot's obligations within this Agreement, Red Dot may reveal to the public at large details of the Entrant's Work(s) and that such revelation may result in the forfeiture, disqualification or defeat of any and all of the following:
  - the patentability of the Entrant's Work(s) in any and all jurisdictions with any relevant official, international, governmental or jurisdictional body;
  - the registrability of the Entrant's Work(s) as a registered design(s) in any and all jurisdictions with any relevant official, international, governmental or jurisdictional body;
  - the registrability of any of the Entrant's Intellectual Property Rights in any and all jurisdictions with any relevant official, international, governmental or jurisdictional body.
25. In furtherance to Clauses 23 and 24 above, the Entrant fully and unreservedly agrees and acknowledges that for any action of Red Dot which results in any or all of the following:
  - the forfeiture, disqualification or defeat in the patentability of the Entrant's Work(s) in any and all jurisdictions with any relevant official, international, governmental or jurisdictional body;
  - the forfeiture, disqualification or defeat in the registrability of the Entrant's Work(s) as registered design(s) in any and all jurisdictions with any relevant official, international, governmental or jurisdictional body; and/or
  - the forfeiture, disqualification or defeat in the registrability of any of the Entrant's Intellectual Property Rights in any and all jurisdictions with any relevant official, international, governmental or jurisdictional body;
  - the Entrant shall not make any claims against Red Dot and shall not hold Red Dot responsible or liable for any loss (including loss of income), damages or the like resulting from any such act, forfeiture, disqualification or defeat described above.

##### Risk and Costs of Transportation

26. The full risk and costs (including but not limited to all transport costs, postal charges, courier charges, insurance costs, governmental/jurisdictional approvals and licences and any other costs necessary or likely) shall be borne solely and fully by the Entrant in all of the following:
  - a. The passing and transporting of the Entrant's Work(s) into the possession of Red Dot;
  - b. During the judging process where the judges and/or authorised personnel are examining, handling, testing, analysing and/or in any way using the Entrant's Work(s);
  - c. During the moving and storage of the Entrant's Work(s) prior to and subsequent to the judging process;
  - d. The return of the Entrant's Work(s) upon the Entrant's request.
27. The Entrant fully and unreservedly agrees and acknowledges that Red Dot shall not be in any way held liable for any damage which may occur to any of the Entrant's Work(s) whilst in the care and possession of Red Dot.

##### Submission

28. It is a condition of this Agreement that the Entrant has to fill-in and submit the Competition's Application and the submission application for himself/herself.

29. The Entrant unreservedly agrees and acknowledges that there will be no partial or full refund of the Entrant's fee upon failure to make full or partial use of all submissions given to the Entrant or any of the Entrant's other rights or benefits set out in this Agreement.

#### Further Fee

30. In the event that the Entrant has received notice that the relevant Entrant's Work(s) has/have been declared as a RD Award Winner (in accordance with Clause 15), the Entrant is to make full payment of the Further Fee to Red Dot within three (3) working days of receiving such notice.
31. Failure of the Entrant to make full payment of the Further Fee to Red Dot within three (3) working days as required by Clause 29 above shall be deemed as an immediate and automatic withdrawal (without need for written notice) of the relevant Entrant's Work(s) from the Competition; and upon such withdrawal:
- 31.1. Red Dot shall be free to appoint and declare another work as corresponding RD Award Winner in place of the Entrant's Work(s);
  - 31.2. Red Dot shall not be legally obliged to perform any of its obligations under Clause 17 in relation to the relevant Entrant's Work(s).

### WARRANTIES OF THE ENTRANT

#### General Warranties

32. The Entrant expressly and unreservedly warrants any and all of the following:
- 32.1. the Entrant's respective obligations, representations and warranties stipulated within this Agreement are not in conflict with or in contravention to any other agreement, deed, contract or any other instrument entered into by such party;
  - 32.2. the Entrant has full authority and capacity to enter into this Agreement as well as to perform and execute to its completion all its respective obligations, representations and warranties stipulated within this Agreement;
  - 32.3. the Entrant has obtained all necessary licences, authorities, instruments and permissions from the requisite government bodies (whether within Singapore or extraneous to Singapore) in order to perform all of its obligations, representations and warranties in this Agreement and will continue to validly hold all such necessary licences, authorities, instruments and permissions for the Term of this Agreement; and
  - 32.4. To the best knowledge of the Entrant, all submissions are, at the time of submission and at all times up to the date of announcement of the results of the Competition, at concept stage and are NOT:
    - in production and/or manufacture in any jurisdiction;
    - for sale in any jurisdiction;
    - being marketed for sale in any jurisdiction.

#### Warranties Concerning Ownership

33. The Entrant expressly and unreservedly warrants any and all of the following:
- 33.1. the Entrant bears full and complete power and authority to grant the licences and grants stipulated in Clauses 2 and 3;
  - 33.2. the Entrant bears no knowledge and is not consciously aware of any infringement that the Entrant's Work(s) may have upon the Intellectual Property Rights of any third party;
  - 33.3. the Entrant has reasonably conducted searches and research to ensure that the Entrant's Work(s) does not infringe upon the Intellectual Property Rights of any third party;
  - 33.4. the Entrant is the sole, full and unfettered owner of the Entrant's Work(s) and possesses and has title to ALL Intellectual Property Rights over the Entrant's Work(s) throughout all jurisdictions worldwide;
  - 33.5. the Entrant has not performed any act or omission to (whether directly or indirectly) jeopardise, derogate, mortgage, dilute or dispose of its sole, full and unfettered ownership of the Entrant's Work(s);
  - 33.6. the Entrant has not performed any act or omission to (whether directly or indirectly) jeopardise, derogate, mortgage, dilute or dispose of any of its sole, full and unfettered Intellectual Property Rights over the Entrant's Work(s).

#### Warranties Concerning the Nature of the Entrant's Work(s)

34. The Entrant expressly and unreservedly warrants all of the following:
- 34.1. the nature of the Entrant's Work(s) are such that it would not likely result in the defamation of Red Dot, RD Agents or any third party;
  - 34.2. the nature of the Entrant's Work(s) fall within the reasonable bounds of decency.

### LIMITATION OF LIABILITY

35. Nothing in this Agreement shall exclude or in any way limit either Party's liability for fraud, gross negligence or any other liability to the extent such liability may not be excluded or limited as a matter of law.
36. Subject to Clause 34, the total liability of Red Dot to the Entrant, whether such liability arises out of any breach of contract, tort, negligence, strict liability, breach of statutory duty or otherwise for any loss, damages, costs or expenses of any nature whatsoever incurred or suffered by Red Dot of an indirect or consequential nature including without limitation any economic loss or other loss of turnover, income, profits, business or goodwill shall be limited to the Entrant's Fee as stipulated in Clause 75.5 of this Agreement.

## INDEMNITY

37. The Entrant shall unreservedly and promptly indemnify and keep indemnified in full Red Dot from and against any and all loss, damages, fees (including legal fees and costs incurred), liabilities whether criminal or civil suffered by Red Dot as a result of any or all of the following:
- 37.1. a third party claims that the Entrant's Work(s) are an infringement upon the Intellectual Property Rights and/or rights to ownership of any third party in any and all jurisdictions worldwide (whether such Intellectual Property Rights and/or rights to ownership were previously assigned from the Entrant or otherwise);
  - 37.2. the Entrant grants a licence to any third party concerning the use of the Entrant's Work(s) within any jurisdiction worldwide and such third party licensee makes a claim against the Entrant;
  - 37.3. any misrepresentations, untruths or misinformation communicated by the Entrant (whether such misrepresentation, untruth or misinformation was given unknowingly or otherwise) concerning any or all of the following:
    - its sole, full and unfettered ownership over the Entrant's Work(s) in any jurisdiction worldwide;
    - its sole, full and unfettered Intellectual Property Rights to the Entrant's Work(s) in any jurisdiction worldwide.

## TERMINATION

### Termination by the Entrant

38. The Entrant shall be entitled (but shall not be obligated) to prematurely terminate this Agreement ONLY by communicating not less than six (6) calendar months written notice of such termination to Red Dot.

### Termination by Red Dot

39. Red Dot shall be entitled (but shall not be obligated) to prematurely terminate this Agreement by communicating not less than thirty (30) days written notice of such termination to the Entrant.
40. Red Dot shall be entitled (but shall not be obligated) to prematurely terminate this Agreement with immediate effect by communicating written notice of such termination to the Entrant without requirement for a refund of the Entrant's Fees, ONLY where any of the following has occurred:
- 40.1. the Entrant is in breach of any of its obligations contained in the following clauses:
    - Clause 5 [Payment];
    - Clause 22 [Maintenance of Ownership and Rights];
  - 40.2. the Entrant is in breach of any of the following warranties:
    - Clause 32 [General Warranties]
    - Clause 33 [Warranties Concerning Ownership]
    - Clause 34 [Warranties Concerning the Nature of the Entrant's Work(s)]
  - 40.3. the Entrant has willingly and knowingly provided information which is false, misleading or inaccurate in the Entrant's Application or in any communication or correspondence made to Red Dot.

## CONSEQUENCES OF TERMINATION

### No Obligation to Return Entrant's Work(s)

41. It is fully understood and acknowledged by all Parties that the Entrant is fully and solely responsible for ensuring that the Entrant is in possession of its own originals or copies of the Entrant's Work(s).
42. In furtherance to Clause 40 above, nothing in this Agreement shall prevent Red Dot from fully destroying the Entrant's Work(s) (whether such are copies or otherwise) in the possession of Red Dot and/or RD Agents upon the expiry or premature termination of this Agreement in full accordance with the sole, full and unfettered discretion of Red Dot.

### Full Permission to Archive

43. The Entrant explicitly grants Red Dot permission to keep the Entrant's Work(s) or copies of the Entrant's Work(s) for internal archival and storage purposes; as such, nothing in this Agreement shall obligate Red Dot to return to the Entrant any of the Entrant's Work(s) (and copies thereof) in the possession of Red Dot and/or RD Agents upon the expiry or premature termination of this Agreement.

### Survival Clauses on Termination

44. The following clauses shall survive the end of the Term:
- Clauses 2 and 3 [Grants and Licences]
  - Clause 37 [Indemnity]
  - Clauses 41 to 42 [No Obligation to return Entrant's Work(s)]
  - Clause 43 [Full Permission to Archive]
  - Clauses 57 to 60 [Dispute Resolution]
45. For purposes of clarification, all Parties acknowledge that in accordance with Clause 43 above, the grants and licences stipulated in Clauses 2 and 3 shall continue with full effect even after the premature termination and/or expiry of this Agreement. However, nothing in this Agreement shall prevent the Entrant from terminating or withdrawing such grants and licences in accordance with Clause 4.

#### Consequences of Termination

46. Upon the premature termination or expiry of this Agreement all Parties shall be discharged from any and all further obligations within this Agreement.
47. In its sole, full and unfettered discretion, Red Dot may choose to (but shall not be in any way obligated to) destroy, retract or recall any of its media or publications already so published, printed, copied, manufactured, broadcasted or distributed in the event of the premature termination or expiry of this Agreement.
48. The Entrant consciously, fully and unreservedly waives all of its rights to make any legal claim(s) against Red Dot and any RD Agent for any act or omission of Red Dot and/or any RD Agent, whether such act or omission occurred on or before the exact Termination Date.
49. In furtherance to Clauses 46 and 47, the expiry or premature termination of this Agreement shall bear no effect on any rights, remedies or legal recourse entitled to the Parties prior to or consequent upon the expiry/termination of this Agreement.

#### CONFIDENTIALITY

50. Red Dot shall make reasonable steps to ensure that, at any time before the RD Jury adjudicates the Entrant's Work(s) and decides upon the RD Award Winners, the Entrant's Work(s) shall not be actively revealed to any third party. In furtherance to Clause 3, nothing in this Agreement shall prevent or prohibit Red Dot from disclosing the Entrant's Work(s) to any RD Agent.
51. Red Dot shall not be held in any way liable in the event of any of the following so long as such reasonable steps were executed by Red Dot in accordance with Clause 50:
  - unintentional disclosure of the Entrant's Work(s) to any third party;
  - intentional and/or unintentional disclosure of the Entrant's Work(s) by the Entrant or by any third party.
52. In furtherance to Clauses 50 and 51 above and in furtherance to the grants/licences stipulated in Clauses 2 and 3, Red Dot shall not be held in any way liable for the disclosure of the Entrant's Work(s) to any third party where the Entrant's Work(s) has been adjudged as an RD Award Winner and is declared, announced or disclosed by Red Dot as such.

#### MULTIPLE APPLICATIONS

53. All Parties acknowledge that the Entrant is free to submit as many of his/her works as so desired so long as the Entrant makes full payment of the Entrant's Fees.

#### FORCE MAJEURE

54. All parties shall not be liable for any failure to perform or delay in the performance of any of its obligations under this Agreement directly caused by circumstances beyond its reasonable control, such circumstances being limited to events of war, earthquake, flood, outbreak of disease, famine, drought, terrorist attack or disaster (a 'Force Majeure Event').
55. In the event that either party claims a Force Majeure Event, it shall promptly notify the other party in writing of its reasons for the delay or stoppage and its likely duration and shall take all reasonable steps to overcome the delay or stoppage.
56. If the party claiming a Force Majeure Event has complied with Clause 55 above, its performance under this Agreement shall be suspended for the period that the Force Majeure Event continues and such party will have an extension of time for performance equal to such period.

#### DISPUTE RESOLUTION

57. If any claim or dispute arises under or in connection with this Agreement, the Parties will attempt to settle such claim or dispute by negotiation.
58. If any claim or dispute cannot be settled by negotiation within twenty-one (21) days after a Party has made a written offer to the other Parties to negotiate a settlement to such claim or dispute, the Parties shall, before resorting to court proceedings, attempt to resolve the claim or dispute by mediation in accordance with the rules, procedures and guidelines of either of the following:
  - an appropriate independent organisation, association or third party to be agreed upon by all Parties to this Agreement.
59. If the Parties have not settled any claim or dispute by mediation within forty-two (42) days from the initiation of the mediation, the dispute shall be referred to and finally resolved by the courts in accordance with Clause 64 [Governing Law].
60. Notwithstanding the dispute resolution procedures above, Red Dot may seek injunctive relief or a court order for specific performance from any court stipulated in Clause 63 [Governing Law], where failure to obtain such relief or such order for specific performance would cause damage to Red Dot.

#### NOTICES

61. Any notice, correspondence, invoice or other communication which any party to this Agreement is required to be served shall be in writing and shall be sufficiently served if:
  - delivered personally;
  - served by prepaid mail or courier or document exchange;
  - sent by facsimile transmission; or
  - sent by electronic mail through the internet.
62. A notice, correspondence, invoice or other communication shall be deemed to have been given:
  - if personally delivered, upon delivery;

- if mailed or couriered or delivered by document exchange, two (2) days after posting;
- if sent by facsimile communication, when the facsimile machine confirms transmission;
- if sent by electronic mail through internet to the internet address for correspondence given during the Entrant's Application

63. For the purposes of notice stipulated above, the address, facsimile number and internet address to which notice is given shall be the respective address and facsimile number stated within the Entrant's Application.

#### GOVERNING LAW

64. This Agreement shall be governed by the laws of the Republic of Singapore. All Parties expressly and irrevocably submit to the exclusive jurisdiction of the Supreme Court of Singapore and the Subordinate Courts of Singapore over any claim or matter arising under or in connection with this Agreement or the legal relationships established by this Agreement.

#### SEVERABILITY AND WAIVER

65. If any provision of this Agreement should be held to be invalid or unenforceable, then such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect and shall not be in any way affected or impaired. The parties agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the same effect as would have been achieved by the invalid or unenforceable provision.
66. The failure of either Party to enforce or to exercise at any time or for any period any term of or any right pursuant to this Agreement shall not be construed as a waiver of any such term or right and shall in no way affect that of the Party's right later to enforce or exercise it.

#### ASSIGNMENT

67. No Party to this Agreement shall assign, transfer, charge or deal in any other manner with this Agreement (whether in whole or in part) or any of its rights, obligations, responsibilities, representations and warranties under it without the prior written consent of all other Parties to this Agreement.
68. It is acknowledged by all Parties that any purported assignment, transfer, charge or delegation by a Party to this Agreement (whether in whole or in part) or any of its rights and obligations under it without first obtaining the written consent of all other Parties shall entitle (but shall not obligate) the such Parties to terminate this Agreement and claim for any damages thereby suffered or incurred.

#### ENTIRE AGREEMENT

69. This Agreement constitutes the entire agreement and understanding of the Parties and supersedes any previous agreement between or amongst the Parties relating to the subject matter of this Agreement.
70. No variation of this Agreement or of any of the documents referred to in it shall be valid unless it is in writing and signed by or on behalf of each of the Parties.

#### RELATIONSHIP AND THIRD PARTY RIGHTS

71. A person who is not party to this Agreement bears no rights to enforce any clause, obligation, responsibility, term or condition of this Agreement.
72. The Entrant acts as its own principal and is NOT an agent of Red Dot. All parties will act independently of each other and will be solely responsible for carrying out all its relevant obligations, duties and responsibilities under this Agreement.
73. The Entrant shall not enter into any agreements or incur any liabilities on behalf of Red Dot and may not represent to any person that the Entrant has any authority to act on behalf of Red Dot.
74. All Parties expressly agree that this Agreement does not establish any relationship of agency, partnership, power of attorney or employment or the like.

#### DEFINITIONS AND INTERPRETATION

75. Within this Agreement except to the extent that the context otherwise requires, the following definitions shall apply:
- 75.1. 'the Competition' means the 'Red Dot Award: Design Concept' Competition.
- 75.2. 'the Competition Closing Date' means 18 May of the year 2022.
- 75.3. 'Disposing Act' means any act or omission the effect of which would likely dilute, derogate, sell, mortgage, license out, assign, dispose of or in any way compromise any and all of the following:
- the Entrant's sole, full and unfettered ownership over the Entrant's Work(s);
  - the Entrant's sole, full and unfettered Intellectual Property Rights over the Entrant's Work(s).
- 75.4. 'Entrant's Application' means the application form bearing the Entrant's details as well as the Entrant's Work(s) and submitted to Red Dot in participation of the Red Dot Award: Design Concept Competition.
- 75.5. 'Entrant's Fees' means the fee that is to be paid by the Entrant to Red Dot in respect of the Entrant's Application, the amount of which shall be calculated and stipulated on the corresponding application form or online form (whichever is

- applicable) and in full accordance with the fee structure, and depending on the number of works submitted with the Entrant's Application.
- 75.6. 'Entrant's Work(s)' means the works and designs described in the attachments, scale models, prototypes, supportive documentation, presentations, descriptions, 3D-renderings, digital files, diagrams, specifications, pictures, and the like, and the Entrant's Application.
- 75.7. 'Further Fee' means the additional fee to be paid by the Entrant to Red Dot where the Entrant has received notice that a relevant Entrant's Work(s) has been declared as a RD Award Winner in accordance with Clause 15. The Further Fee is a separate fee to the Entrant's Fees.
- 75.8. 'Intellectual Property Rights' means any and all intellectual and industrial property rights (whether or not now existing, and whether or not registered or registrable and includes any right to apply for the registration of such right and includes all renewals and extensions) in all jurisdictions throughout the world and includes, but is not limited to, the following:
- all copyright rights, ownership and licences, including all copyright falling under statutory law and all copyright rights conferred by common law, and including any other copyright under the laws of any other jurisdiction;
  - all registered design rights, ownership and licences, including all registered design rights falling under statutory law and all registered design rights conferred by common law, and including any other registered design rights under the laws of any other jurisdiction;
  - all patent rights, ownership and licences, including rights pertaining to one's proprietary invention, all patent rights falling under statutory law and all patent rights conferred by common law, and including any other patent rights under the laws of any other jurisdiction;
  - all trade mark rights, ownership and licences, including all trade mark rights falling under statutory law and all rights relating to trade marks conferred by common law (including the action of passing-off), and including any other rights relating to trade marks under the laws of any other jurisdiction; and
  - all and any other intellectual property rights which may not be mentioned herein.
- 75.9. 'RD Agent' includes any director of Red Dot, officer of Red Dot, employee of Red Dot, the RD Jury (and individual Entrants thereof), agent, representative, manufacturer, producer, skilled craftsman, contracted party or any third party whosoever, such party being appointed by Red Dot to act as an RD Agent.'
- 75.10. 'RD Award Winner' means the work(s) adjudged and declared by the RD Jury as such.
- 75.11. 'RD International Yearbook' means the yearly publication of all the RD Award Winners and their winning concepts;
- 75.12. 'RD Jury' means the organised, selected and managed by Red Dot (in accordance with its sole, full and unfettered discretion) to properly perform the adjudication process described in this Agreement and includes the individual persons thereof.
- 75.13. 'Term' means the period from the time of the full payment of the Entrant's Fee to Red Dot until one of the following (whichever is shorter):
- 18 calendar months from the date of full payment of the Entrant's Fee (that is, the natural expiry of this Agreement); or
  - the date of termination of this Agreement (where this Agreement has been prematurely terminated by either Party in accordance with Clauses 38 to 40 and/or Clause 4).