

# UNCOVER

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***The following terms and conditions apply to all designers (below named participant), that wish to submit their work to the call for entries of the UNCOVER DESIGN AWARD 2018.***

The participants can submit their work to the following, should the work match the conditions (see below: B):

- UNCOVER DESIGN AWARD
- WELDE DESIGN AWARD
- EIT HEALTH DESIGN AWARD
- sovanta UX DESIGN AWARD

Organizer of the festival UNCOVER MANNHEIM and contact person for your application and for participation in the call for entries for the UNCOVER DESIGN AWARD 2018 (below named UNCOVER) is:

DESIGNZENTRUM RHEIN NECKAR E.V.  
Vereinigung zur Förderung des Designs e.V.  
vertr.d. Dr. Marc Reisner (1. Vorsitzender)  
C-HUB Kreativwirtschaftszentrum  
Hafenstr. 25-27  
68159 Mannheim  
Mail: info@design-zentrum.net

## ***A. General terms and conditions of participation***

For all participants that wish to participate in the call for entries for the UNCOVER DESIGN AWARD 2018 – regardless for which of the specific awards – the following terms and conditions apply:

- Participants must be of legal age and must submit their address, email-address, as well as a short c.v. We do not allow minors to register. The data requested during the application process for UNCOVER must be submitted completely and truthfully.
- All work such as concepts, projects and objects (below named: works), that are not older than three years (production date between April 2015 up to and including March 2018) can be submitted.
- The deadline for submission to the UNCOVER DESIGN AWARD 2018 and for the submission of works is the 8th of April, 2018 at 11.59 PM.

- Works that are racist, pornographic, glorify violence or are extremist, are not permitted. UNCOVER reserves the right to refuse such submissions in the call for entries.
- Participants have no legal right to demand participation in the call for entries. There is no right of appeal, meaning that neither the participation in the call for entries, nor the award of the prizes – except in the case of significant procedural errors – warrant of a judicial review.
- The cost of production, the shipment and return of the works, as well as possible insurance of the works for the exhibition of nominated projects, are under the responsibility of the participants.

## ***B. Special terms of participation***

For the WELDE DESIGN AWARD additional terms and conditions apply

### Release from liability

The participant warrants that the submitted works are free of any third party rights for later use by Weldebräu. The participant also warrants that will not take legal action against publication of their works by Weldebräu. The participant guarantees that the use of the works, within the framework of the intended utilizations, as described above, does not violate any personal rights of third parties and, in particular, that any represented persons agree to the contractual use of the content. The participant commits to compensate Weldebräu for any losses arising from a breach of protected property rights occasioned by works manufactured or supplied by him. This especially concerns all damages caused Weldebräu by acts of exploitation that will not be able to be executed, because of the protection of the rights of third parties.

### Publication and rights of use

Weldebräu intends to exhibit the submitted works online and in public. The participant will be presented at the award ceremony. Until this point in time Weldebräu will retain possession of the works. Furthermore, all submitted or selected works will be publicated/archived on the Weldebräu website, in the winner-online-gallery, to assure exposure of the works to a wide audience. Within the scope of these tasks, the participant grants Weldebräu a non-exclusive (simple) right to publicate, duplicate, distribute, exhibit, publicly present, send, make publicly accessible (online) through publication and use in other forms, whether corporeal or incorporeal, the submitted works. For this purpose Weldebräu may grant sub-licenses to third parties.

The participant ensures that in case of the use of foreign materials in their works, they are able to furnish proof of the consent of the rights holders for use of the material by Weldebräu, within the various forms of publication named above, and that they are legally capable of effectively granting the rights specified above to Weldebräu.

The works will be presented on Facebook in screen resolution.

Through participation the participant implies consent to the existing terms and conditions, and to the publication of their submitted works within the framework of the WELDE DESIGN AWARD, for example in exhibitions, in press work, online and offline and as a label/print on the Welde bottles.

In case of necessary adjustments for print of the winning design, the participant will be contacted and further proceedings will be discussed. Should the winner not react over the course of 48 hours, a new winner will be announced.

For the EIT HEALTH DESIGN AWARD the following additionally applies:

This award is granted to the work that approaches the issue of „Design Health“ in a revolutionary fashion. Our society is growing increasingly old. This means that we must put more and more effort into making our environment and our everyday lives sustainable in a way that allows us to live healthily and self-sufficiently, for as long as possible. Submissions may include industrial design projects, but works can also deal with issues such as „Social Design“ or „Behavioural change“, focusing on helping people to live healthily and to actively take part in social life into advanced old age. The EIT HEALTH DESIGN AWARD is given out by EIT Health Germany, one of the worlds leading health initiatives.

For the sovanta UX DESIGN AWARD the following additionally applies:

We interact with software on a daily basis – be it in our private or professional lives. Whenever user interfaces are designed in a way that is counterintuitive and unfriendly for the user, this can be very frustrating. sovanta develops business apps that are fun to use. For this reason the company from Heidelberg is honoring exceptional projects in the field of user experience with the special “UX Design Award”. Submitted projects can range from interaction design, to product design, HCI or service design. The sovanta UX DESIGN AWARD is given out by the sovanta AG.

### ***C. Publication and transfer of the right of use to third parties***

UNCOVER will publish the works of all participants within the framework of the design festival UNCOVER MANNHEIM, both as print media (for example as part of the festival magazine), as well as online in digital form (for example on Facebook, Instagram, etc.). Furthermore, all submitted or selected works will be publicated/archived on the UNCOVER website, to assure exposure of the works to a wide audience. The participant will be presented at the award ceremony and should be present at the ceremony on June 9th, 2018. Within the scope of these tasks, the participant grants UNCOVER a non-exclusive (simple) right to publicate, duplicate, distribute, exhibit, publicly present, send, make publicly accessible (online) through publication and use in other forms, whether corporeal or incorporeal, the submitted works. For this purpose UNCOVER may grant sub-licenses to third parties.

The participant affirms that he is creator and therefor author of the submitted works and holds exclusive copyright rights and rights of use of the submitted works. In case of use of other material, in whole or in part, protected by copyright or other rights, the participant ensures that the respective rights owners have granted the rights of use for the material by UNCOVER under the abovementioned agreements, and that the participant is legally capable of effectively granting UNCOVER the rights specified above.

By his participation in, and registration in the call for entries of the UNCOVER DESIGN AWARD 2018, the participant declares his consent with

the present terms and conditions, and with the above specified publication of submitted works within the framework of the UNCOVER DESIGN AWARD, for example in exhibitions, in press work, online and offline, and in printed form, as part of a festival publication.

#### ***D. Warranty and release from liability***

The participant ensures that all submitted works are free of redhibitory defects and defects in title, and in particular that they are free of any third party rights, within the scope of the intended use by UNCOVER (see above: C). Should defects nevertheless appear, the participant is responsible for all damages which are due, such as compensation and legal costs, insofar as the participant is liable for this.

The participant ensures that his submitted works, within the scope of the intended use by UNCOVER (see above: C), do not violate any personal rights of third parties and, in particular, that any represented persons agree to the contractual use of the content.

As a fundamental matter, UNCOVER shall not be liable for any theft or damage of exhibited works, provided that UNCOVER is not at fault by way of exception.