

## TERMS AND CONDITIONS

1.1. These terms and conditions (the “**Terms and Conditions**”) govern entrants’ participation in the competition known as the *Ro Plastic Prize* (the “**Prize**”).

1.2. This Prize is organised and administered by “**Rossana Orlandi Srl**”, a company registered in Italy under the REA: MI1862627 and VAT n. 05967150961 having its registered office at via Matteo Bandello, 14, 20123, Milan (hereinafter the “**Company**”).

1.3. By participating in and submitting an Entry (as defined below) to the Prize, all entrants agree to be bound by these terms and conditions in full.

1.4. Entry into the Prize is prohibited for employees (and their families) of the Company’s group.

1.5. The Company reserves the right, in its sole discretion, to cancel or suspend the Prize should causes beyond its control interfere with the administration of or proper participation in the Prize.

1.6. The Company assumes no responsibility for technical or natural conditions that prevent the reception and/or judging of an Entry.

1.7. These Terms and Conditions shall be governed by Italian law. The parties irrevocably submit to the exclusive jurisdiction of the courts of Milan in respect of all disputes (including those regarding the existence, validity or termination) arising out of or in connection with the Terms and Conditions or the Prize.

1.8. The Company reserves the right to amend these Terms and Conditions at any time by publishing updated Terms and Conditions at the website [www.guiltlessplastic.com](http://www.guiltlessplastic.com) (“**Website**”). A communication of the amendment will be sent by email to the address of each entrant.

1.9. As geared towards an international audience, these Terms and Conditions have been translated in English language. The Italian version shall prevail over the English translated version in case of any conflict or inconsistency between these two versions.

2.1. All designers from anywhere in the world, of any background, curriculum and age (in case they are not legally adult, in their respective legislation, a specific consent from their parents or legal guardian could be sought) are entitled to submit their work.

2.2. In case of team Entries, on the submission date all team members must comply with art. 2.1 in order to let the team allow to enter the Prize. Team entries are restricted to a maximum of 10 members.

3.1. In order to enter the Prize, entrants shall (i) file the application, filling in and signing the related form on the Website, and (ii) upload a profile of their prototype or at least of a mockup of the project (hereinafter, referred to as “**Prototype**”). The application shall be filled in English language and shall include:

- (i) The title and a brief description of the project (no longer than 300 words);
- (ii) an explanation of how the project works;
- (iii) an explanation of the innovation and of what makes the project different from other products already on the market;
- (iv) up to 10 images (including a personal entrant’s picture) and/or videos, within 3MB each; the upload of the videos, up to 3 minutes each, shall be submitted through a link to a Youtube or Vimeo channel.

3.2. Entrants shall not submit more than one Entry per project and shall choose between 4 categories:

- (i) Design
- (ii) Home Textiles
- (iii) Packaging Solutions
- (iv) Conscious Innovation Projects

3.3. The Company will not accept Entries which infringe the rights of third parties (including without limitation intellectual property rights). The Company reserves the right to reject any Entry it considers (acting reasonably) to be incomplete or to contain inappropriate content.

3.4. By filing the application form, entrants shall make their projects and the related Prototypes for exhibition and display purposes, through any communication channel including Internet and social media.

3.5. Prototypes will be returned after the prize-giving ceremony, only in case of entrant’s specific request in writing to [prize@guiltlessplastic.com](mailto:prize@guiltlessplastic.com) within April 19<sup>th</sup>, 2019 (the “**Deadline**”). After the Deadline, the Prototypes whose return-application have not been sent, will be moved to the trash.

4.1. The Website will open for Entries from December 6<sup>th</sup>, 2018 and close on March 10<sup>th</sup>, 2019 at 23:59 CET (the “**Expiry Date**”). The Company will not accept Entries submitted after the Expiry Date.

4.2. In March 2019, a technical committee, with different skills and specializations, having the qualifications to evaluate the different types of projects shall select the best projects which proceed to the second phase of the Prize (the “**Second Phase**”). The projects shall be evaluated with the following parameters: function, shape, innovation and environmental impact.

4.3 The communication of the evaluation will be sent by email to the address updated by the entrant in the application form within the timeline indications.

4.4 The selected Prototypes will be exposed during the show “*Milano Design Week 8-14 Aprile 2019*” (“*FuoriSalone 2019*”) at “**Galleria Rossana Orlandi**” (the “**Show**”).

4.5. In the Second Phase, during the Show, the best 4 projects will be selected, one for each category. On April 7<sup>th</sup>, 2019, a Jury represented by a team of international experts will announce the 4 winners of the Prize (the “**Winners**”).

4.6. Each Winner will be awarded with Eur 10,000.00 (to the entrant or as applicable the team) and with a Ro Plastic Prize certificate.

4.7. All monetary prizes shall be paid in euros into the bank account(s) nominated by the Winners within 60 days since prize Winners have been announced. Where a monetary prize is payable to a team, the Company will pay the amount due into the nominated bank account and will have no responsibility for dividing such amount between team members.

4.8. All entrants accept:

- (i) The Company has no involvement in or influence over the judging process of projects; e
- (ii) the judges’ decisions as final and binding, and no further correspondence or discussion will be entered into.

5.1. The Company is not responsible for obtaining or verifying any intellectual property rights relating to a project. It is the responsibility of the entrant(s) to secure protection for any intellectual property right before submission of the relevant Entry. Proof of any patents, design applications or registrations, trademark applications or registrations, other rights, permissions or applications should be referred to in the Entry.

5.2. By submitting an Entry, each entrant confirms to be the owner or licensee of all appropriate intellectual property (and moral rights) on the project.

5.3. The entrant shall fully indemnify, keep indemnified and hold harmless the Company against all costs, expenses (including legal expenses), damages, losses or liabilities suffered or incurred by the Company (howsoever arising) as a result (directly or indirectly) of the entrant’s infringement of the intellectual property rights of a third party. For the avoidance of doubt, where the relevant Entry is submitted by a team, the liability of each team member under this clause shall be joint and several.

5.4. By submitting the Entry, each entrant grants the Company a worldwide, irrevocable, perpetual and royalty-free licence to use, display, publish, disseminate and adapt the Prototype - and all the related material as images,

drafts, instructions, submitted in an Entry (the “**Material**”) - for the purposes of advertising or promoting the Prize and/or the Company. This non-exclusive license is worldwide and granted for an indefinitely period.

5.5. Subject to clause 5.4, nothing in these Terms and Conditions or an entrant’s participation in the Prize shall operate to assign or license any intellectual property rights in the Prototype and/or the Material to the Company or any third party. The moral right to be identified as the author of the project and of the related exploitation rights on the Prototype and Material shall remain the entrant’s right.

6.1. Within the legal limits, the Company shall have no liability, howsoever arising, for any indirect or consequential loss or damage occurred by the entrant(s) and/or their Prototypes and/or Material during the Prize and in particular during the Show.

6.2 The entrant undertakes to hold the Company harmless, or in any case to reimburse any losses suffered or incurred by the Company howsoever arising, inclusive of interests, as a consequence of court or out-of-court action brought by Third Parties in relation to the entrant or related to its project.

6.3. Without prejudice to any other right or remedy, which it may have, the Company shall be entitled, on written notice, to terminate the participation of an entrant (or their team) in the Prize for breach of these Terms and Conditions or for bringing into disrepute the Company.

6.4. An entrant may at any time withdraw an Entry from the Prize on written notice to the Company. When an Entry has been submitted by a team, an Entry shall not be deemed to be withdrawn unless and until each team member has notified the Company of this in writing.

7.1. By submitting an Entry, entrants expressly authorize the Company to use personal data collected during the registration process for the purposes of administering the Prize. The Company shall collect, store, use, handle and process entrants’ personal data in accordance with its privacy policy (available on the Website at [www.guiltlessplastic.com](http://www.guiltlessplastic.com) ) and all applicable laws and regulations. Entrants shall be entitled at any time to access or amend their personal data held by the Company by the means of an e-mail or letter addressed to the Company.

7.2. The Company will not pass on the entrant’s personal data to third parties without the entrant’s prior written consent.