

PLASTIC PRIZE 2023

Rossana Orlandi

TERMS AND CONDITIONS

- 1.1. These terms and conditions (the “Terms and Conditions”) govern entrants’ participation in the competition known as the fifth edition of the Ro Plastic Prize (the “Prize”).
- 1.2. This Prize is organized 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 (“the 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 creatives 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.

2.3. In order to enter the Prize, entrants shall (i) file the application, filling in and related form on the Website and complying to the Terms and Conditions, and (ii) upload a draft project that shall be as close as possible to the final version (hereinafter, referred to as “Entry”). The application shall be filled in English language, completing each item of the form and providing all requested information.

2.4. Entrants shall not submit more than one Entry per project and shall choose between 3 categories:

- (i) Art and Collectible Design
- (ii) Emerging High Technology
- (iii) Inspiring learning projects

2.5. By filling the application form, entrants shall make their projects and the related Entries ready for exhibition and/or display purposes, through any communication channel including Internet and social media.

2.6. 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.

2.7. The Website will be open for Entries from November 2nd, 2022 and close on January 23th, 2023 at 12:00 CET (the “Expiry Date”). The Company will not accept Entries submitted after the Expiry Date.

3.1. A technical committee, with different skills and specializations, having the qualifications to evaluate the different types of projects shall select the best projects (the “Finalists”) which proceed to the second phase of the Prize. The projects shall be evaluated with the following parameters: function, shape, innovation and environmental impact.

3.2. The communication of the evaluation will be sent by email to the address put on the application form by the entrant within the timeline indications.

3.3. The Finalists shall submit a prototype in scale of their project as complete and realistic as possible, meeting the deadlines and procedures set forth by the Prize’s official communication channels, including email, social media and website.

3.4 The selected prototypes of the Finalists will be displayed at the exhibited event, through the official communication channels of the project.

3.5. During the Show, a Jury represented by a team of international experts will select the winners of the Prize (the “Winners”). There will be only one Winner in each category, unless there is a tie.

3.6. Each Winner will be awarded with Eur 10,000.00 (to the entrant or as applicable the team) – as a grant to cover expenses sustained in the further development, evolution and finalization of the project – and with a Ro Plastic Prize certificate. The Winners shall keep the company updated on the development of the Project. In case of a tie, the Prize will be equally divided between tied winners.

3.7. Two months after the end of the Show, any applicant may ask his/her prototype to be returned at his/her own expense and according to the terms of return described in the official communication.

3.8. All monetary prizes shall be paid in euros into the bank account(s) nominated by the Winners within 90 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.

3.9. All entrants accept:

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

4.1. 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.

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

4.3. 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.

4.4. By submitting the Entry, each entrant grants the Company a worldwide, irrevocable, perpetual and royalty-free license to use, display, publish, disseminate and adapt the Entry and all the related material (including the prototype) 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.

4.5. Subject to clause 4.4, 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 Entry and/or the prototype 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 Entry and the prototypes (and related material) shall remain the entrant's right.

5.1. 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 Entry and/or prototype during the Prize and in particular during the Show. Finalists may insure the prototype, at their own expense, before its submission for the Exhibition/Show.

5.2 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.

5.3. 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.

5.4. 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.

6.1. 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) 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.

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

Place and date

Signature