

25.06.2019

PARTICIPATION TERMS & CONDITIONS

SAMSUNG MOBILE DESIGN COMPETITION 2019

between

Cheil Germany GmbH, registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Königstein under HR B 63 60, with business address at Am Kronberger Hang 8, 65824 Schwalbach am Taunus

- **“Cheil”** -

and

Entrants of the Design Competition

- **“DESIGNER”**;

Cheil and DESIGNER each a **“Party”**
and collectively **“Parties”** -

Preamble.

- A. Samsung is the world's market leader in the mobile device market; with iconic signature products such as the Galaxy Mobile Products (e.g. Smartphone, Tablets, Smartwatch) (jointly with all its affiliated cooperation and entities "**Samsung**").
- B. Samsung and its affiliated company **Cheil Germany GmbH ("Cheil")** in cooperation with **Dezeen Limited ("Dezeen")**, owner of an architecture and design magazine and publishing and host of the website www.Dezeen.com and Dezeen's affiliated social media channels (inter alia Twitter, Facebook, Instagram, YouTube) (jointly "**Dezeen Website**"), have launched two innovative Samsung Mobile Design Competitions ("**Design Competition**") in the lead-up to the **Live Jury Presentation** in London, UK, September 25th, 2019 and the Samsung Developer Conference ("**SDC**") in San Jose, USA, October 29th-30th, 2019.
- C. The two Design Competitions aim on challenging designers ("**DESIGNER**") to design and submit for Galaxy Mobile Products
- i. an innovative wallpaper for mobile devices ("**Wallpaper Design**") as described in the Design Competition Guidelines

and/or

 - ii. a product design for mobile phone wearable (e.g. watch, earbuds and tablet's accessory) in (optional) combination with a screen design and/or an add value idea ("**Next Mobile + (plus) Design**") as described in the Design Competition Guidelines.

Both, the submitted Wallpaper Design and/or Next Mobile + (plus) Design are referred to as "**Design**" together in the following.

- D. DESIGNER intends and wishes to participate in the Design Competition by submitting a Design via the Website. The **Jury** of the Design Competition, being selected by Samsung, will select of the Wallpaper Designs and the Next Mobile + (plus) Designs submitted respectively fifteen (15) Designs "**Shortlisted Entries**", among those five (5) Designs ("**Top 5 Designs**"), among those three (3) Designs ("**Top 3 Design**"), and among those one (1) Design ("**Winner**"). The Shortlisted Entries, the TOP 5 Designs, the TOP 3 Designs and the Winner receive a prize money each ("**Award**").
- E. Dezeen, Cheil and Samsung intend to use the Designs of the participating DESIGNERS through any media for the purposes of administering the Design Competition and any

associated marketing and promotion of the current Design Competition or similar design competition in the future.

- F. The Designer of a Shortlisted Entry grants Cheil an option to purchase and acquire the comprehensive, worldwide, exclusive, perpetual, transferable rights to commercially exploit the Design in order to use these Designs for various purposes including sales and further development of the Design without any restrictions (“**Purchase Option**”). Cheil shall own all tangible, intangible property (including intellectual property), and all work products including document and design required to be delivered and/or produced or created in connection with the Design Competition and concerning the Design. In case Cheil exercises this Purchase Option the Designer receives in return a remuneration of net. 10.000,00 US \$. Cheil is not obliged to exercise this Purchase Option.

- G. These Participation Terms and Condition set out the terms and conditions of DESIGNER’s participation in the Design Competition and the acquisition and transfer of exploitation rights of the Design (“**Participation Agreement**”). Cheil will not accept any deviations of these Participation Terms and Conditions. Cheil objects and will not accept any terms and condition set by the Designer.

- H. “**Content**” within this Participation Agreement shall mean all images, videos, audios, drawings, sketches, pictures, photos, descriptions, texts, concepts, designs, interfaces and other material submitted or provided by the DESIGNER in connection with the Design and the Design Competition as well as all of the versions, results and proceeds thereof in whatever stage of completion as may exist from time to time, in particular the submitted Design.

- I. **The Design Competition is exclusively addressed to traders within the meaning of Article 2 (2) DIRECTIVE 2011/83/EU. The DESIGNER declares and guarantees to participate in the Design Competition and enter into this Participation Agreement for purposes relating to his trade, business, craft or profession.**

BY PARTICIPATING IN THE DESIGN COMPETITION THE DESIGNER AGREES TO THE TERMS AND CODITIONS OF THIS PARTICIAPATION AGREEMENT.

1. DESIGN COMPETITION

- 1.1 The Design Competition is launched by Cheil in cooperation with Dezeen, in order to invite DESIGNERS to design and submit a new Wallpaper Design and/or a Next Mobile + (plus) Design.
- 1.2 Samsung is looking for outstanding, creative and distinctive **Wallpaper Designs** to demonstrate how a mobile wallpaper paradigm can be designed integrated in and highlight people's mobile wallpapers. DESIGNERS shall propose a new visual and direction of the next generation wallpaper that responds to user's touch and movement, or generative wallpaper that transforms depending on user's data and situation. The Wallpaper Design may be static, animated, live or in any other creative form.
- 1.3 Samsung is looking for outstanding, creative and distinctive **Next Mobile + (plus) Designs**. The theme is focused on user value proposition approach for all galaxy product's accessory idea, e.g. watch, earbuds, tablet's accessory that address aspirational and insightful experience (i.e. integrating screen with phone case, customizable watch faces based on changeable strap, add-up value idea of earbuds case accessory).
- 1.4 A description of the Design Competition including the schedule and further information can be found on the www.samsungmobiledesigncompetition.com, via which the Design Competition is administrated.
- 1.5 In case of any deviation of and between the content on the Dezeen Website and the Participation Terms and Conditions in this Participation Agreement, the Participation Terms and Conditions prevail.
- 1.6 For the avoidance of doubt: Above and beyond this Participation Agreement, Cheil assumes no responsibility for any content on or in connection with the Dezeen Website.

2. DESIGN COMPETITION PROCEDURE

The Design Competition will be conducted as followed:

Non-Compliance with the requirements set out of below may lead to a disqualification from the Design Competition.

The dates listed below are preliminary and may be subject to changes. Cheil/Dezeen will inform the participants of any relevant date changes promptly and in a reasonable manner.

2.1 FORMAL PARTICIPATION REQUIREMENTS

2.2 Each DESIGNER participating in the Design Competition has to be of full legal capacity in their respective jurisdiction, at least 18 years of age.

2.3 The Design Competition is exclusively addressed to traders within the meaning of Article 2 (2) DIRECTIVE 2011/83/EU. The DESIGNER declares and guarantees to participate in the Design Competition and enter into this Participation Agreement for purposes relating to his trade, business, craft or profession.

2.3.1 Participating DESIGNERS are requested to provide the following data and Content fully and correctly:

- name (first/last)
- date of birth
- email
- address
- phone
- occupation
- (if applicable) company (if applicable)
- name of Design
- description of Design (maximum 300 words)
- key visual of Design (JPG or PNG, max. 1 MB)
- video preview of the Design (MP4 or MOV, max. 50 MB)

2.3.2 The Designer is requested to submit the Design in compliance with Design Competition Guidelines.

2.3.3 DESIGNERS shall submit all data and Content in English language.

2.3.4 Cheil reserves the right to reject any submitted Design if the submission is incomplete or contain inappropriate Content, which is not submitted with a sufficiently good standard of English or breaches the Participation Agreement. Files, documents or other material submitted not complying with the requirements above will not be regarded in the Design Competition and deleted.

2.3.5 Cheil, Samsung and/or Dezeen do not accept liability for any Entries or parts thereof which are not (completely and/or partially) received or lost regardless of the cause.

2.3.6 The Design shall not include any Image, Video, Text and/or Audio Content, processed or unprocessed, protected by third party rights. This shall not restrict the right to submit Co-Designs in accordance with clause 2.4.

2.4 Co-Designs

2.4.1 If the Designer created the submitted Design in collaboration with another designer or a third party contributed to the creation of Design (**Co-Design**), the Designer will fully and correctly disclose and name all Co-Designers by providing the following data:

- name (first/last)
- date of birth
- email
- address
- phone
- occupation
- (if applicable) company (if applicable)

2.4.2 It is basic prerequisite of the participation in the Design Competition that each Co-Designer agrees to be bound by the Participation Terms and Conditions of this Participation Agreement. Cheil will not accept any deviations of these Participation Terms and Conditions towards the Co-Designer. By entering the Design Competition the DESIGNER confirms that he/she has the authority to do so, including permission from any third party rights holders. The Designs and the exploitation thereof must not infringe the rights of any third parties and DESIGNER shall hold Dezeen and Cheil harmless from any infringement of third party rights.

2.4.3 The Designer is further obliged to submit and upload a copy of THE CO-DESIGNER APPROVAL filled out and the confirmation of the Participation Terms and Conditions both signed by each Co-Designer. Cheil may request submission of the original document of the signed CO-DESIGNER APPROVAL and/or the signed Participation Terms and Conditions anytime. Cheil may at any stage of the Design Competition or hereinafter request appropriate evidence and documentation that the Designer has full authority concerning the Design to enter into this Participation Agreement.

2.5 TIMELINE

2.5.1 The Design Competition will run from June 27th 2019 until August 4th, 2019, 23.59 GMT (Closing Date). Cheil reserves the right to postpone the Closing Date. **Designs submitted after the Closing Date time will not be considered.**

2.5.2 The **Shortlisted Entries** will be announced in September 2019.

- 2.5.3 Among the Shortlisted Entries, the jury will select the **Top 5 Designs**. The Names of the Designers of the Top 5 Designs will be announced in September.
- 2.5.4 Among the TOP5 Designs, the jury will select the **Top 3 Designs**. The Names of the Designers of the **Top 3 Designs** will be announced in September/October 2019.
- 2.5.5 Among the TOP 3 Designs, the jury will select the final winner of the Design Competition 2019 (**“Winner”**). The Winner will be announced on October 29th 2019.
- 2.5.6 The names of the DESIGNERS of the TOP 5 Designs and TOP 3 Designs and the Winner and their Designs will be published on Dezeen Website and Samsung’s Media Channels.
- 2.5.7 The Designer will be informed by Cheil on the dates of announcement and publication of the Shortlisted Entries, Top 5 Designs, Top 3 Designs and the Winner. The dates may be subject to changes.

2.6 TOP 5 Designs and TOP 3 Designs, SDC

- 2.6.1 The DESIGNERS of the Top 5 Designs shall send a suitable portrait photo to Cheil via email.
- 2.6.2 The Designers of the Top 5 Designs shall visit and participate on invitation by Cheil the Live Jury Presentation in London, U.K September 25th, 2019. The Designers shall personally present their Design in front of the Jury. The Finalists need to be available from September 24th, 2019 - September 26th, 2019 (photo shooting, interview, preparing their final presentation and final judging.)
- 2.6.3 The DESIGNERS of the TOP 3 Designs shall visit and participate on invitation by Cheil to personally present their Design in front of an audience at the SDC in San Jose, USA on October 29th-30th 2019. The Finalists need to be available from October 28th, 2019 – October 31st, 2019 (photo shooting, interview, preparing their final presentation and final judging). The TOP 3 Designs shall be displayed on the SDC in San Jose, USA to the public.
- 2.6.4 The SDC and the presentation of the DESIGNER of the TOP 5 Designs and TOP 3 DESIGNS will be video/audio recorded. The footage used through any media for the purposes of administering the Design Competition and any associated marketing and promotion of the current Design Competition or similar design competition in the future by Samsung/Cheil/DEZEEN.

2.6.5 The DESIGNER receives no financial compensation for the presence and participation in the Live Jury Presentation in London,U.K. and the SDC in San Jose, USA. Cheil will organize travel and accommodation for the Finalist and bare the respective costs.

3. Disqualification

3.1.1 Cheil may at any time disqualify the Designer from the Design Challenge if the Designer infringes the terms of this Participation Agreement and/or the Design submitted does not comply with the Design Competition Guidelines.

3.1.2 The personal attendance and participation of the Designer in the Live Jury Presentation in London,U.K. and the SDC in San Jose, USA is mandatory and essential for the marketing exploitation of the Design Competition by Cheil and Samsung. The Designer may be disqualified from the Design Competition if the Designer does not attend and participate or required VISA are rejected or not issued.

4. AWARDS

4.1 The Winner of each Design Competition receive an Award of 10.000,00 US \$ each;

4.2 TOP 2 Design of each Design Competition receive an Award of 5.000,00 US \$ each;

4.3 TOP 3 Design of each Design Competition receive an Award of 3.000,00 US \$ each;

4.4 TOP 4 and 5 Design of each Design Competition receive an Award of 1.000,00 US \$ each;

4.5 The Awards must be claimed within 60 days of announcing the Winner(s). If awards are not claimed, Dezeen and Cheil reserve the right to offer the Award to another participant or to withdraw the unclaimed award.

4.6 The Award will be paid by Cheil directly to the respective DESIGNER.

4.7 Cheil may request reimbursement of the Awards if the DESIGNER is in violation with this Participation Agreement and/or the Designer is disqualified from the Design Competition.

5. JURY

5.1 The members of the Jury are selected by Samsung at Samsungs` free discretion.

5.2 The jury's decision is final. No discussion will be entered into. The decision may not be reviewed or challenged.

6. OWNERSHIP / RIGHTS (PARTICIPATING DESIGNERS)

6.1 DESIGNER hereby grants and procures that any Co-Designer grants a worldwide, perpetual, exclusive, irrevocable, transferable license to Cheil to distribute, print, exhibit, display, publicly perform, broadcast (via radio, TV and/or any other technical means/systems), reproduce and alter the Content, in particular the Design, in any manner through any media for the purposes of administering the Design Competition and any associated marketing and promotion of the Design Competition and similar Design Competition in the future and to permit any other person, firm, or corporation to do any or all of the foregoing.

6.2 DESIGNER hereby acknowledges and agrees that Cheil will have the perpetual, non-exclusive right to use and to authorize others to use the DESIGNER's names (including professional name or nickname), submitted/produced biographical material, photographic and video material, interviews in the distribution, advertising, publicity and promotion the Design Competition and/or similar competition in the future.

6.3 Explicitly transferred under clause 6.1 and 6.2 above is also the right to use the Content, in particular the Design, in an above-the-line TV Commercial ("TVC"). DESIGNER grants to Cheil the transferable right to use the Content in order to create a TVC for broadcast and all other media within worldwide.

6.4 Samsung is entitled to produce a prototype of the TOP 5 Next Mobile + (plus) Designs for the purpose of exhibition. The related production cost and delivery costs shall be borne by Samsung.

6.5 It is expressly agreed and understood between the Parties that Cheil has the transferable right to use images/videos taken of the Content and/or the Design. For the avoidance of doubt all rights in DESIGNER's Content and/or the Design itself are owned and controlled by the DESIGNER.

6.6 DESIGNER hereby waives and procures that any Co-Designer waives its entitlement to be named as the Designer and/or Co-Designer of the submitted Content, in connection with the licensing of rights and any exploitation act subject to clause 6.1, 6.2, 6.3, 6.4 and 6.5. This shall not effect the right of the Designer or any Co-Designer to be named as the Creator or Inventor within a Design Patent Registration or an Utility Patent Registration.

- 6.7 Subject to the Designer not advancing to the second round of the Design Competition (Shortlisted Entries), the license granted under clause 6.1, 6.2, 6.3 and 6.4 above shall terminate 3.9.2021.

For the avoidance of doubt: Except with respect to the Shortlisted Entries subject to clause 6, Cheil will not exploit any rights transferred following termination of the license pursuant to this clause 6; stop any current exploitations as of the time of such termination; and refrain from any future exploitations of such rights as if the relevant rights have never been transferred to Cheil. Cheil, Samsung and/or Dezeen are not obliged to delete the Content from third party platforms or services (e.g. Google Cache) of the time of such termination and thereafter.

The transferable right of Cheil to use images/videos taken by Cheil, Dezeen and/or Samsung of the Content, the Design and/or the Designer within the Design Competition for advertising, publicity and promotion of the Design Competition and/or similar competition in the future shall remain unaffected.

7. PURCHASE OPTION (SHORTLISTED ENTRIES)

- 7.1 DESIGNERS which are selected by the jury into the 15 Shortlisted Entries grant Cheil a Purchase Option to acquire and obtain the comprehensive, worldwide, exclusive, perpetual, transferable rights to commercially exploit the Content, in particular the submitted Design, in order to use these Designs for various purposes including sales and further development of the Design without any restriction, in accordance with the following stipulations.

- 7.2 For the avoidance of doubt: Licensing of rights subject to clause 7.1 and 7.4 shall not take place until the DESIGNER is informed by Cheil on the exercise of the Purchase Option (e.g. email). Cheil is not obliged to exercise the Purchase Option.

- 7.3 Cheil may exercise the Purchase Option only until 2.9.2020. If Cheil does not exercise the Purchase Option clause 6.7 applies accordingly.

7.4 Transfer of Rights

In the case Cheil exercises the Purchase Option, the DESIGNER grants and transfers in particular the following exploitation rights:

It is expressly agreed and understood between the Parties, that the rights transferred under clause 7.1 and 7.4 shall be transferable. Cheil is in particular entitled to transfer all such rights to Samsung.

7.4.1 Copyright

- 7.4.1.1 The DESIGNER hereby grants and procures that any Co-Designer grants a worldwide, perpetual, exclusive, irrevocable, transferable license to Cheil to commercially/non-commercially exploit without limitation any Content, in particular the submitted Design, including the right to alter the Content in any manner.
- 7.4.1.2 It is expressly agreed and understood between the Parties, that the DESIGNER in particular grants and procures that any Co-Designer grants a worldwide, perpetual, exclusive, irrevocable, transferable license to Cheil to commercially/non-commercially exploit the any Content, in particular the submitted Design, in the original or in amended, translated, processed or modified form, in any way and manner, executable in any hardware and software environment, in any medium recognized or future technology, to reproduce (e.g. permanently or temporarily save and load), to distribute (e.g. offer alone (e.g. against payment or free-of charge; online/offline (including DVD, Bluray etc.) or in connection with and preinstalled on any hardware (e.g. TV or mobile device), to exhibit, to publish, to display, to communicate to the public, by wire or wireless means, to broadcast and/or to make available to the public (e.g. downloading and streaming) the submitted Design and to permit any other person, firm, or corporation to do any or all of the foregoing. Clause shall 6.6 apply accordingly.
- 7.4.1.3 It is expressly agreed and understood between the Parties, that the DESIGNER in particular grants and procures all rights under clause 6.1, 6.2, 6.3, 6.4, 6.5 and 6.6 perpetually.

7.4.2 Design Patent Rights

- 7.4.2.1 The submitted Design and/or variations thereof shall be subject to a Design Patent and/or Registered Industrial Designs to be registered by Cheil. The DESIGNER therefore grants and procures that any Co-Designer grants all rights under clause 7.4.1 exclusively. The DESIGNER in particular transfers and procures that any Co-Designer transfers the right to register a Design Patent and/or a Registered Industrial Design worldwide concerning the Design or variation thereof. Cheil shall determine the territorial reach of registered Design Patents and/or Registered Industrial Designs at its own discretion.
- 7.4.2.2 The DESIGNER in particular transfers and procures that any Co-Designer transfers all unregistered industrial design rights concerning the Design or variation thereof.
- 7.4.2.3 The DESIGNER confirms that neither the Designer and/or any Co-Designer registered the Design and/or variations thereof as Design Patents and/or Registered Industrial

Designs or applied for a registration worldwide or is aware of such registration or application by any third party.

7.4.2.4 The Designer confirms that neither the Designer and/or any Co-Designer made the Design and/or variations thereof available to the public before submitting the Design within the Design Competition or hereinafter. The Designer confirms that neither the Designer and/or any Co-Designer is aware of any such design that had been created or disclosed by a third party which features differ only in immaterial details.

7.4.3 Utility Patent

7.4.3.1 Cheil shall be entitled to register the Design and/or variations thereof a utility patent worldwide, provided subject of the Design is an inventions, in all fields of technology, which is new and involves an inventive step and are susceptible of industrial application. The DESIGNER in particular transfers and procures that any Co-Designer transfers the right to register utility patent.

7.4.3.2 The DESIGNER confirms that neither the Designer and/or any Co-Designer registered the Design as utility patent or applied for a registration worldwide or is aware of such registration or application by any third party.

7.5 Remuneration

7.5.1 In the case Cheil exercises the Purchase Option, Cheil pays the DESIGNER – in addition to the Award subject – a remuneration of 10.000,00 US \$ plus VAT if applicable in return for the transfer of rights subject to clause 7.1 and 7.4.

7.5.2 The remuneration is due 30 days after the DESIGNER provides Cheil with an invoice in accordance with applicable tax law. Cheil may determine the recipient of the invoice.

7.5.3 Cheil is entitled to withhold and deduct all other applicable taxes and duties from the remuneration (e.g. withholding tax), unless the DESIGNER provides Cheil with an exemption certificate.

8. DESIGNER'S FURTHER OBLIGATIONS

8.1 DESIGNER shall:

- at any time provide true and complete information on and about him during all registration procedures and/or requests for information for and in connection with the Design Competition.

- ensure that all his activities undertaken in connection with this Participation Agreement and/or his participation in the Design Competition fully comply with all relevant laws and regulations.
- participate in the Design Competition in a professional manner, with all due care, skill and diligence.
- undertake to comply fully with the reasonable requirements of Cheil with regard to the Design Competition.
- participate without using any third-party brands, logos, trademarks, trade names or other representations (“**Branding**”) and shall follow any further instructions of Cheil and/or Samsung in relation to any Branding that is agreed to appear in connection with the DESIGNER’s participation in the Design Competition.

8.2 DESIGNER shall not:

- do, nor authorize to be done, anything which, in Cheil’s and/or Samsung’s reasonable opinion, disparages Cheil, Samsung and/or Dezeen, its respective management, administration, its respective affiliates, or products published by Dezeen and/or built by Samsung and its affiliates namely without limitations the Galaxy Mobile Products ; *vice versa* Cheil and/or Samsung will not disparage DESIGNER.
- use, authorize the use or assist in the use if the materials of Cheil, Samsung and/or Dezeen without the relevant permission. This includes use of the DEZEEN, CHEIL or SAMSUNG brand and any other materials created by Dezeen, Samsung and/or Cheil in respect of the Design Competition.
- act in any way, which could harm the brands, trademarks or other proprietary rights of Dezeen, Cheil and/or Samsung.
- institute legal or other proceedings in the name of Dezeen, Cheil and/or Samsung nor as agent for, or on behalf of the above.

9. EXCLUSIVITY

DESIGNER guarantees that and undertakes to for the Participation Agreement of the Design Competition, he will not present, advertise, promote or otherwise display the Content, in particular the Design, to or towards any other party until 2.9.2020 unless authorized to do so by prior written approval of Cheil.

10. WARRANTIES AND REPRESENTATIONS

10.1 The Designer’s warranty shall be governed by the statutory provisions.

- 10.2 DESIGNER in particular warrants, represents and undertakes to Cheil, as well as guarantees, by means of an independent guarantee pursuant to § 311 para 1 German Civil Code (*BGB*) (*selbständiges Garantieverprechen*), that:
- 10.2.1 he has all necessary rights, licences, permissions, power and capacity to enter into this Participation Agreement and to perform the obligations hereunder and in so doing, is not in breach of any obligations nor duties owed to any third parties and will not be so as a result of performing its obligations under this Participation Agreement namely that his participation under this Participation Agreement do not infringe the rights of any third party;
- 10.2.2 Cheil' s _____ and/or _____ Cheil' s sublicensee' s or transferee' s, in particular Samsung, may use the Content as permitted by this Participation Agreement without infringing the rights of any third party, including, without limitation, any intellectual property right
- 10.2.3 he has obtained or will obtain any and all necessary approvals and consents of third parties, in particular from Co-Designers if applicable;
- 10.2.4 he is not aware, as at the date of this agreement, of anything within its reasonable control that may, or will, adversely affect its ability to fulfill its obligations under this Participation Agreement;
- 10.2.5 he has full power, right and capacity to grant and assign to Cheil those rights set out in, and in accordance with, clause 6 and 7.
- 10.3 DESIGNER hereby indemnifies and holds harmless Cheil, Cheil' s sublicensee' s or transferee' s, in particular Samsung, its officers, directors, employees, contractors and agents (“**Indemnified Parties**”) on demand from and against any and all claims, losses, damages, costs, judgments, penalties and expenses of any nature whatsoever (including reasonable legal Fee and disbursements) obtained against, imposed upon, incurred or suffered by any of them arising from, and/or in connection with, any dispute or other claim(s) or proceeding(s) brought against the Indemnified Parties (or any of them) on the basis of the breach of any guarantee given by DESIGNER subject to this Participation Agreement.

11. CONFIDENTIALITY

- 11.1 DESIGNER shall not, at any time during or after the Term, use, divulge or communicate to any third party or to the media (including public announcements and press releases)

any confidential information of Cheil, Dezeen and / or Samsung, which may have, or may in the future, come to its knowledge.

- 11.2 Nothing in this Participation Agreement shall prohibit Dezeen, Samsung and/or Cheil from making any public announcement(s) relating to this Participation Agreement. The provisions of this clause 11 shall survive expiry of this Participation Agreement and shall continue to have full legal force and effect without limit in time.

12. MISCELLANEOUS

- 12.1 The Participation Agreement enters into force once the Designer accepts the Participation Terms and Conditions and Cheil confirms the participation of the Designer in the Design Competition or be mutual signing of the Participation Terms and Conditions.
- 12.2 **Changes to Design Competition:** Cheil reserve the right to suspend, cancel or amend the Design Competition where it becomes necessary to do so, without liability to you or any third party.
- 12.3 **Charges:** There is no charge to enter the Design Competition, however, entrants are responsible for their own access charges that may be charged by third parties, such as internet providers.
- 12.4 This Participation Agreement constitutes the entire agreement between the Parties and supersedes any and all previous agreement or arrangement between the Parties relating to the subject matter hereof.
- 12.5 DESIGNER is an independent person with respect to Cheil and/or Samsung, and nothing in this Participation Agreement shall be construed to place the Parties in the relationship of employer and employee, principal and agent, partners or joint venture partners.
- 12.6 DESIGNER shall not assign at law or in equity (including by way of a charge or declaration of trust), sub-licenses, transfer, charge or deal in any other manner with this Participation Agreement or any rights or obligations under this Participation Agreement, or sub-contract any or all of its obligations under this Participation Agreement or purport to do any of the same unless approved by Cheil in writing. Cheil shall not assign at law its payment obligations hereunder.

- 12.7 No delay, indulgence or omission in exercising any right, power or remedy provided by this Participation Agreement or by law shall operate to impair or be construed as a waiver of such right, power or remedy or of any other right, power or remedy.
- 12.8 Any and all Schedules referred to in this Participation Agreement or submitted under this Participation Agreement are an integral part of this Participation Agreement.
- 12.9 Wherever this Participation Agreement includes English terms after which either in the same provision or elsewhere in this Participation Agreement German terms have been inserted in brackets and/or italics, the respective German terms alone and not the English terms shall be authoritative for the interpretation of the respective provisions.
- 12.10 This Participation Agreement and its execution shall be exclusively governed by German Law (without regard to the provisions of German conflict of laws rules).
- 12.11 All disputes arising out of or in connection with this Participation Agreement, its validity or its enforceability shall – if the DESIGNER is a commercial designer or if the DESIGNER has no place of general jurisdiction in Germany – be finally and exclusively settled in accordance with the Arbitration Rules of the German Institution of Arbitration (DIS) without recourse to the ordinary courts of law. The place of arbitration is Berlin. The number of arbitrators is three. The language of the arbitral proceedings is English. The applicable substantive law is German law.
- 12.12 In case any provision in this Participation Agreement is or becomes invalid or incomplete this will not affect any other provision within this Participation Agreement.