

Official rules

TO PARTICIPATE YOU MUST:

1) Register your materials on this site:

- By completing the application form for all your entries,
- By attaching a picture of each entry (format: JPEG or GIF, 800 KB maximum).

2) Send by post to the following address:

Reed Expositions France
POPAI Awards Paris 2019
52-54, quai de Dion Bouton - CS 80001
92800 Puteaux cedex
France

- Your completed application form: dated, **signed, and stamped with your company seal.**
 - Your payment, corresponding to the total amount due for all the materials you have registered in the competition, in the form of either a cheque in euros or a copy of the bank transfer order slip.
- Please note that any documents you send us will not be returned.

The price of the unit and the name of the designer are MANDATORY: the designer is defined as the person or firm who conceived the original design, independent of whether or not they have participated in registering the material for the competition.

The name of the manufacturer/designer must not be mentioned either on the "Advertiser's Objectives & Strategy" (description form) nor on the material, at the risk of disqualification.

The participant in the POPAI Awards Paris must have obtained agreement from the creator or advertiser to present the material entered in the competition. Applications received without the information requested will be rejected.

Applicants undertake to provide the organizer solely with accurate, truthful information, and in particular, to avoid any omission or vagueness likely to mislead the judges. Should an irregularity be proven, the panel reserves the right to take back a trophy already awarded.

Application forms must be signed and dated prior to the closing date of 25/01/2019 or risk disqualification.

GENERAL

The terms and conditions for the organisation of the competition, particularly the opening date, closing date, location, prices and authorised visitors are set by the organiser and may be unilaterally modified by it.

The organiser may cancel or postpone the competition if it notes an insufficient number of registered attendees. The participant's down-payment or attendance fee is then refunded. The participant declares to be aware of the possibility of a cancellation and accepts all risks relating to the possibility of the competition not being held and particularly exclusive liability for the costs it incurs in preparation for the competition.

In the event that, for major, unforeseeable or economic reasons (such as fire, flooding, destruction, accidents, acts of God, local or national strikes, riots, security risks, storms, terrorist threats, health emergencies, whether local, national or international), the competition cannot be held, the admission requests are cancelled and the amounts left, after payment of the expenses incurred, are divided between the participants, in proportion to the amounts paid by each of them.

The participant entrusts to the organiser the task of assessing whether the competition must be suspended or evacuated in the event of a threat to visitors' safety and agrees to not subsequently lodge a complaint as a result.

• TERMS OF PARTICIPATION

Participants must complete, for each project entered, all the information required in the registration form. Any project with an uncompleted form will be disqualified.

An applicant may only present goods or services manufactured or designed by it or for which it is the representative or dealer; in the latter case, it appends to its competition application the list of brands whose products or services it proposes to promote.

Participants guarantee the organizer that the products and materials presented in the competition do not infringe upon the rights of a third party or that they have obtained from the aforementioned third party the permission required.

Participants accept full liability for their products and actions in relation to third parties: the organiser cannot, under any circumstances, be held liable. In case of request made by a third party against the organizer concerning an act or product of an exhibitor, the exhibitor shall indemnify the organizer for all costs reasonably incurred by the organizer for his defense and possible court ruling he may incur.

In accordance with the provisions relating to trade events, a participant may neither present products that do not comply with French regulations, except products intended for foreign markets, nor carry out any misleading or

abusive advertising.

The offer presented by participants must comply with public policy and current laws. Accordingly, participants are formally prohibited from exhibiting illegal products or products from illegal activities. It is also prohibited for any persons not authorised by law to propose services or products from regulated activities. Legal action may be brought against participants who breach these provisions without prejudice to any measures taken by the organiser in order to end this breach.

• WITHDRAWAL

In the event a competitor, for whatever cause, withdraws his entry or does not present it, the sums paid out and/or remaining due, in whole or in part, toward participation in the competition, shall be retained by the organizer.

• CONTROL OF ADMISSIONS

The organizer may, after examination, exclude the products and/or materials which do not appear to him to be in keeping with the object of the competition, and eliminate applications which do not meet the required criteria.

The organizer is not obliged to justify its decisions concerning applications. In the event a request to participate is refused, any sums paid by the party having presented an application for admission will be refunded.

Acceptance to participate is confirmed by a reply from the organizer to the applicant. This reply may consist of an invoice addressed to the applicant.

• APPLICANTS ADMITTED TO COMPETE

The POPAI Awards Paris competition is open to:

- Manufacturers, publishers and designers of point-of-purchase communication materials; design, promotion, and advertising agencies.
- Advertisers, whether POPAI members or not, from every country and every sector of industry.

Applicants who wish to participate in the competition send the organizer an application form. Except in cases where the organizer has refused the applicant's request, the sending of this application form constitutes a firm and irrevocable commitment to pay the total amount due for the applicant's participation in the POPAI Awards Paris.

• TYPES OF MATERIALS ADMITTED IN THE EVENT

Only products and materials concerning point-of-purchase communication are allowed to compete in the competition.

The minimum number of entry materials is 50 examples and must be made and delivered by 25 January 2019.

Except in the following thematic:

- *Commercial furnitures*: materials presented must have been manufactured and delivered in a minimum of 30 copies.
- *Events*: materials presented must have been manufactured and delivered in a minimum of 1 copy.
- *Shop fitting*: materials presented must have been manufactured and delivered in a minimum of 1 copy.
- *Digital Media: Content creation for projection on screen or interactive screen*: materials presented must have been manufactured and delivered in a minimum of 1 copy. It will have to be validated by the POPAI Awards' independent committee.
- *Digital Media - Interactive equipment*: materials presented must have been manufactured and delivered in a minimum of 5 copies. It will have to be validated by the POPAI Awards' independent committee.

The POPAI Commission reserves the right to request all documentation needed (invoices, delivery notes...).

The following are excluded from the competition: Prototypes, test materials, pre-series materials, displays nominated in previous years.

Units fitting any one of the above cases will be disqualified, without right to a refund of any sums paid out.

• DEFINITION OF CATEGORIES

Upon registration, the applicant selects the theme that corresponds to the projet he wants to register. Every projects will then be grouped in the categories defined by the POPAI Awards Commission.

• WINNING AN AWARD

The awarding of a gold, silver, or bronze trophy in each category depends on the score the judges give, no matter how many entries there are in the category. The decisions of the panel are final.

The participant declares that he has been informed of the way in which awards are attributed, and he accepts this unreservedly. In particular, he abandons rights of recourse against the panel of judges or the organizer.

• CRITERIA FOR JUDGING THE ENTRIES

The scores are attributed by a Jury, according to criteria that are different according to the categories. The applicants will be invited to consult the criteria upon which their project will be judged during their registration online.

Particular cases: In categories gathering less than 4 projects presented, the prizes of gold, silver, or bronze will be awarded on the following condition:

For each award, the organizer will calculate the average of scores obtained in the other categories in gold, silver and bronze.

Only projects which would have obtain a score above or equal to one of general average thus calculated could be eligible to the corresponding awards.

• AWARDS CEREMONY

The results will be announced during the POPAI Awards Paris Gala Evening, on June 13th 2019. The awards will be given to the participants on this occasion only. The price to participate to this Gala is 240€ VAT not included / person. This amount includes the Ceremony and the Gala dinner. These two events can't be sold separately.

• MATERIALS COMPOSED OF ELEMENTS PRODUCED BY SEVERAL COMPANIES

In the case where a unit is composed of elements produced by several companies, that unit can be presented only once, by only one of the companies. The company participating will need to have obtained permission from the other firms to enter the unit in the competition.

In the thematic "Single product line, Multiple product line, and Advertising Campaign", we strongly recommend companies sharing the same campaign join together.

• GOODS

Each participant must make his own arrangements for transporting and receiving the goods he has entered in the competition. Concerning the delivery and dispatch of goods, you are required to comply with the organizer's instructions, particularly with regard to the circulation of vehicles inside the premises.

The products and materials presented may not under any circumstances whatsoever be removed from the premises during the competition.

The materials exhibited must meet with the safety requirements for an exhibition open to the public.

• SETTING UP & TAKING DOWN YOUR MATERIAL

The organizer determines the schedule for setting up the materials before the opening of the competition. He also determines the schedule for removing the materials, as well as the time allotted for putting the hall back to its original state once the competition is over. The participant guarantees that he will arrive in sufficient time, prior to the disassembly deadline, in order to enable the proper return of the position in its initial condition, within the deadline set by the organizer. With regard to the particular point of removing materials and cleaning up the hall, the organizer may order operations to be carried out which were not performed by the participant within the allotted period of time, and for which the participant accepts to bear all costs and risks.

If a participant should fail to vacate the site in due time, the organizer shall be entitled to penalties and damages.

In case of display left behind or not taken by the participant within the given deadlines, the organizer shall be entitled to destroy the material without being held liable to the participant for the value for the equipment and components of the stand that are destroyed, which the participant unreservedly accepts. The costs of destruction and dump setting will be invoiced to the participant.

Furthermore, failure by a participant to meet the booth occupancy deadline authorises the organizer to claim the payment of late-occupancy penalties and damages.

• LOGISTIC SUPPORT :

All the participants can chose to order a logistic support.

There are 2 levels of support:

- Standard support: 220€ for each entry.

This support includes reception, setting up and dismantling of your entry. The necessary time to build the display mustn't exceed 30 minutes by only one installer.

- Bespoke support: quotation depends on the complexity of the entry to install
This support requires the presence of one person from the company that has entered the entry equipped with the tools necessary for the installation of the display.
For any quotation, your contact is lucille.bonamy@reedexpo.fr.

The participant is responsible for the shipment and reshipment of the displays, at his own expenses. The organizer requires from the participant the sending of the setting up documents one month before the event. The organizer has the right to refuse to provide a logistic support to a participant if it goes beyond the competences of the organizer.

• POPAI AWARDS COMMISSION

In the event of a dispute, the POPAI Awards Paris Commission will be consulted. Commission decisions will be final.

• FINANCIAL PARTICIPATION

Terms of Payment

Payment of competition entry fees and any incidental expenses are to be made according to methods determined by the organizer and communicated to the applicant in the online registration form.

Failure to Pay

Failure on the part of an applicant to respect the due dates or methods of payment set out in the preceding article, authorizes the organizer to apply the conditions of the article "Withdrawal" above.

Moreover, all late payments will lead to the addition of an extra charge for late interest at the Eonia rate increased by 5 points.

This charge will be due by right and calculated on the aforementioned sum from the date at which payment ought to have been made to the date payment was made. The collection charges are to be paid by the debtor.

• PROMOTIONAL LITERATURE

Within the context of information and communication linked to the competition, applicants authorize the organizer to publish the following elements in all promotional literature: their surname and first name, their full company address, and the description, which they are to provide, of their products. Participants authorize the organizer to photograph their products free of charge and to reproduce these photographs without charge in all sales literature, including on the Internet.

• INSURANCE

Organizer's Public Liability Insurance

The organizer subscribes to an insurance policy covering the financial consequences of its public liability in his role as organizer.

Participants may ask the organizer to provide them with an insurance attestation specifying the nature of the risks covered the limits of the cover and the period of cover.

Participant's public liability insurance

The participant must take out an insurance policy covering the financial consequences of its public liability as participant and, particularly, liability it is likely to incur to any third parties including the companies that own and manage the premises on which the competition is held, during the entire competition (including assembly and disassembly). This insurance must be taken out with a company well known to be solvent and cover the participant for sufficient amounts.

The participant agrees to send a copy of this policy to the organizer upon first request therefrom.

Participant's comprehensive insurance

Exhibitors must be insured via the organizer against risks to the items presented.

This comprehensive Insurance coverage casual loss or damage to goods belonging to a participant or of which he has charge. The coverage shall take effect from the moment said items are deposited at the competition space. The coverage shall take termination from the moment said items leave the competition space at the end of the competition.

The comprehensive insurance for objects exhibited limits coverage to 7,500 euros.

To be covered over that limit, the participant has the possibility of taking out optional additional insurance coverage by contacting the organizer.

Exemption clauses and exclusions

A - For the coverage stated in paragraph "Participant's comprehensive Insurance", the exemption per claim is:

- Euros 500 per participant (in case of theft).
- Euros 250 per claim and per participant (in case of breakage of fragile items).

The main exclusions from coverage are (no exhaustive list):

- War, civil war, Foreign enemy invasion, revolution, confiscation of property, nationalisation, orders given by any government or any public or local authority, radioactive contamination, supersonic bang.
- Loss or damage to goods in the open air, caused by theft or bad weather.
- Financial loss, including loss of money and indirect loss.
- Variation in temperature deliberately caused by a supplier.
- Electrical or mechanical break down or malfunction.
- Staff injury.
- Personal effects and objects, jewellery and master pieces, cameras, radios, electronic pocket calculators and all other objects which belong to natural persons directly or indirectly participating in an event.
- Telephones plugged into or connected to the telecommunication network.
- removable software programs and packages.
- Theft of cash and paper securities, cheques and of any means of payment.
- Drones and Robots.
- Scratches, chips and scuffs.
- Vehicles and motorised equipment that are in use, being operated and/or being used as tools.

The aforementioned list mentions only the main exceptions and constitutes only an abstract of the General and Special Terms of the insurance policy which shall alone take precedence in the settlement of any claims.

Excluding malicious mischief by the lessor of the premises on which the show is held, the participant shall waive any recourse against the lessor and its insurers,

- for any material damage caused to the participant as a result of fire, explosion, electrical damage or water damage for which the lessor is liable,
- as well as for any consequential and/or non-consequential non-material damage, and particularly operating losses, suffered by the participant and for which the lessor is liable, irrespective of the cause thereof.

The participant irrevocably agrees that the insurance policies that it takes out include an identical waiver of recourse by its insurers.

Furthermore, the participant and its insurance company abandon rights of recourse against Reed Expositions France, its insurance company, any other participant and any company acting in their name, due to any corporal, material and/or immaterial, direct or non-direct, fire, explosion or water damage or "business loss".

Operation of the coverage

Any claim must be notified in writing to the organiser.

Failing which the insured party loses his right to claim from the insurer, all claims must be moreover notified to the insurance company, on the standard forms which are available to the participant, within twenty-four hours in the case of a theft or within five days in the other cases, stating the circumstances of the claim and the approximate total sum of the loss.

All thefts must be notified by the participant to the police department having territorial jurisdiction over the exhibition premises. The statement to the police must be attached to the claim.

To obtain payment in compensation, the participant must produce detailed inventories indicating the values of the equipment exhibited and the competition space equipment (fittings, decoration, lighting, etc.).

• SERVICES

Customs

It is the responsibility of each participant to complete customs formalities for equipment and products arriving from abroad. The organizer cannot be held responsible for any difficulties arising during these formalities.

Intellectual property rights

The participant ensures the Organiser that he holds or had obtained all Intellectual Property Rights held in equipment or products/ creation/ trade mark which he exhibits or permission for this competition. The organiser will accept no responsibility in this regard.

The organiser will be allowed to exclude the participants condemned in Intellectual Property matter, such as counterfeiting.

The participant entitles the Organiser as a favour, free of charge and for the duration of the concerned rights, to reproduce and use, in any territories, the equipment or products/ creation/ trademarks exhibited, for all communication tools of the competition (Internet website competition's, official catalogue, invitations, plan, promotional video, newsletter, etc.) and for all tools used to promote the competition (picture taken on the competition destined to be published in a newspaper or on Internet, TV program dealing with or shoot on the competition...), without this list being exhaustive.

The participant guarantees the organiser that it has obtained from the holders of intellectual property rights to the goods / creations / brands and others (plans, concepts, services, etc.) that it exhibits, all the rights and/or licenses necessary for the aforementioned uses. The organiser will accept no responsibility in this regard.

Society of collective management

The participant directly deals with the copyright royalty collection and payment collectives (SACEM, etc.) if it uses music in any fashion whatsoever on the competition premises: the organiser disclaims any liability on these grounds. The organiser can verify all these agreements.

• SAFETY

The participant must comply with the security measures imposed by the administrative or judicial authorities, as well as any security measures taken by the organiser and must also enable their verification.

Surveillance is performed under the organiser's supervision ; its decisions regarding the implementation of the security rules must be executed immediately.

The organiser reserves the right to refuse admission to or have removed any person, visitor or participant, whose presence or behaviour presents a risk to the security, tranquillity or image of the competition and/or the integrity of the site.

The participant agrees to comply with all the usage restrictions and health and safety standards applicable to the Exhibition Centre and particularly the provisions of the Security Specifications and Code of Conduct, a copy of which shall be made available by the organiser on site, during the entire show.

• NEUTRALITY

The participant is obligated to respect the commercial neutrality of the Awards space for the duration of the event. It will not be tolerated any document or object other than the project presented in the Awards area corresponding to the registration form, and with the exception of the document 21 x 29.7 authorized in the document case provided and filed after the passage of the jury. **All the offenders to this rule may be subject to disqualification.**

• PRIVACY AND DATA PROTECTION

The personal data provided by the participant to the organiser is necessary for the fulfillment, administration, management and execution of the contract. The individual identified in the application form and later communications as the contact person for the participant may be contacted by the organiser, the venue and their subcontractors for the purposes of facilitating the participation of the participant at the Awards and appropriate marketing of related services which may also include entry of the participant on the Awards website and in the Awards directory, arranging introductions to or appointments with certain Awards visitors, and appropriate marketing of related services and products, subject to the Awards's privacy policy which is displayed on the Awards website.

Regarding the personal data that the participant may have access to and process as part of its participation in the Awards, the participant agrees to comply with all applicable obligations as a "data controller" under the " *Data Protection Laws* " without this involving any transfer of rights, such as copyrights on the organiser databases or on the databases of any other owner." *Data Protection Laws* " means any laws, rules, regulations, directive, decrees, orders or other legal requirements relating to the protection or processing of Personal Information, including General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 ("GDPR"), and any implementing, derivative or related legislation, rule or regulation of the European Union as may be applicable.

The participant shall implement and maintain appropriate technical and organizational security measures against the unauthorized or unlawful processing of personal data and against accidental loss, or destruction of or damage to personal data to meet the requirements of the GDPR (including all measures required pursuant to Article 32 of the GDPR) as applicable, ensure the protection of the rights of the data subjects, and provide a standard of protection that is at least as comparable to the protection required under the *Data Protection Laws*.

• APPLICATION OF THE REGULATIONS - DISPUTES

Application of the regulations

Participation in the competition presupposes a total acceptance of each of the clauses of these rules.

Any breach of the provisions of these rules and, if applicable, the code of conduct issued by the organiser, may result in the exclusion of the offending participant, even without formal notice, if necessary assisted by the law enforcement authorities. This applies, specifically, to non-conformity of exhibition space fittings, failure to comply with safety regulations, failure to occupy the exhibition space, display of products which do not conform to those stated in the initial application, sale of goods with immediate on-site delivery to the purchaser.

Compensation is then due by the participant as damages for the damage caused to the event. This compensation is at least equal to the attendance fee, which remains the property of the organiser, without prejudice to any additional damages claimed. The participant grants as a guarantee to the organiser a lien on the exhibited items, furniture and decorations belonging to it.

In the event of contradiction between the provisions of these General Rules and the terms of purchase of a participant, it is agreed that the provisions of these General Rules prevail. Any difficulties in interpreting the English version of these General Rules are resolved by referring to the meaning of the French version of the General Rules.

Modification of the regulations

The organiser reserves the right to rule on any cases not covered by these rules and to add new provisions whenever it deems this necessary for the smooth running of the Awards.

The nullity, for any reason whatsoever, of all or part of one of the provisions of these rules shall not affect in any manner the other provisions thereof. In such event, the Parties agree to negotiate in good faith to agree on a provision having insofar as possible an equivalent effect.

Limited liability

The liability that the organiser is likely to incur, either as a result of its own actions, even of a member of staff, or as a result of the actions of a third party, irrespective of the cause thereof, is limited, all damages included, to the sum of 7,500 € (seven thousand and five hundred euros) plus a sum equivalent to the attendance fee paid by the participant in question.

The aforementioned attendance fee includes, definitively, the amount excl. VAT featured on the attendance request signed by the participant, irrespective of subsequent circumstances, such as amendments if there is a modification to tax charges, or the termination of the contract.

In the event that the participant receives benefits in accordance with the insurance policy mentioned in article "Participant's comprehensive Insurance", these benefits are accordingly deducted from any sum due by the organiser to the participant; if a sum has already been paid by the organiser to the participant, the aforementioned benefits are paid on by the participant to the organiser.

This clause applies even if the third party or member of staff for which the organiser is liable has committed gross negligence, wilful or even intentional misconduct.

This clause applies even in the event of termination of the contract.

Objections - Time-barring

In the event of objection or dispute, irrespective of the grounds therefor, the participant agrees to submit its complaint to the organiser, prior to any proceedings, by registered letter with acknowledgement of receipt. Any legal action brought prior to the expiry of a period of 15 days following receipt of the aforementioned letter shall be inadmissible.

In accordance with article 2254 of the French Civil Code (Code Civil), the parties agree to set at one year (1 year) the limit for the time-barring of rights and legal action relating to the liability that the organiser is likely to incur either as a result of its own actions, even of a member of staff, or as a result of the actions of a third party, irrespective of the cause thereof. This period shall run from the expiry of the period of 15 days specified in the previous paragraph.

THE BOND BETWEEN THE EXHIBITOR AND THE PARTICIPANT IS ENTIRELY AND EXCLUSIVELY GOVERNED BY FRENCH LAW. ANY DISPUTE SHALL BE SUBMITTED TO THE EXCLUSIVE JURISDICTION OF THE NANTERRE'S COURT AND THE FRENCH VERSION OF THIS TEXT WILL BE REFERRED TO.