

Josef Umdasch Research Prize - General Rules and Conditions

By participating at the Contest, the Contestant fully accepts these General Rules and Conditions which govern the rights and obligations between the Contestant and Umdasch with regard to the Josef Umdasch Research Prize.

I. Definitions:

The following terms have the following meanings:

Confidential Information:	Any information and communication exchanged between Umdasch and Contestant such as but not limited to the submitted idea/solution, business information, business plans and technical data regardless of its form.
Contest:	The contest for the Josef Umdasch Research Prize held during and within the World Summit Awards Global Congress with its final phase from 21-22 March 2018 in Vienna, organized by Umdasch with support by ICNM.
Contestant:	Any enterprise, which participates at the Josef Umdasch Research Prize by submitting a project.
Doka Group:	Doka GmbH, headquartered in Josef Umdasch Platz 1, 3300 Amstetten, Austria; Doka Group develops and produces formwork solutions for cast-in-place concrete construction.
Doka Ventures:	Doka Ventures GmbH, headquartered in Josef Umdasch Platz 1, 3300 Amstetten, Austria; Doka Ventures deals with new technologies in construction.
Expense Allowance:	The amount of EUR 5,000 (five thousand Euro) awarded to each Nominee subject to further conditions (see below).
ICNM:	International Center for New Media, a registered society in Leopoldskronstrasse 3, 5020 Salzburg, Austria, organizing the World Summit Awards, not to be associated with Umdasch.
Nominee:	A Contestant who is nominated by a jury by Umdasch for Phase 2 of the Contest.
Umdasch:	Umdasch Group AG, a company registered in the Austrian Court Registry of Companies, Josef Umdasch Platz 1, 3300 Amstetten, Austria, which acts as an umbrella organization for Doka Group, Doka Ventures and Umdasch Shopfitting Group.
Umdasch Shopfitting Group:	Umdasch Shopfitting Group GmbH, headquartered in Josef Umdasch Platz 1, 3300 Amstetten, Austria, is a specialist in manufacturing and producing shopfittings of all kinds.

II. General Requirements as a Contestant

- The Contestant:
- guarantees that he or she and all of his team members are of legal age (18 years old),
 - guarantees to be an already founded company that can provide references,
 - guarantees to submit an idea/solution developed solely by him or her and guarantees further to be the sole owner of any rights or ideas with regard to the submitted idea/solution in particular intellectual property rights,
 - understands English and shall use it for his or her submission and during all official communication,
 - accepts that there is no way of challenging a decision by the jury legally,
 - shall cover all of his or her costs such as internal costs for submitting an idea, any applicable taxes or fees such as with respect to Expense Allowance and
 - shall comply with all relevant and applicable laws and regulations.

III. Course of the Contest

- Phase 1 – Application (ending 30th November 2017, 00:00 CET)

Each Contestant applies for the Contest by submitting data in the relevant category (Learning & Education – Doka Group, Smart Settlement & Urbanization – Doka Ventures, Business & Commerce – Umdasch Shopfitting Group) according to the category description (<https://www.worldsummitawards.org/umdasch/>).

- Phase 2 – Nomination and preparation

December 2017: After evaluation of the submitted ideas by a jury, Umdasch will announce up to five Nominees in each category by contacting them directly until 31.12.2017.

- Each Nominee – receives an **Expense Allowance of EUR 5,000** (five thousand Euro) – **subject to Clause IV** – as compensation and to further develop the submitted idea/solution and prepare a pitch-presentation at the World Summit Awards Global Congress in Vienna on 21st March 2018 and
- **gets invited to the World Summit Awards Global Congress to Vienna on 20-23 March 2018** – flights/transport and accommodation costs for one person per Nominee will be covered by Umdasch – to present the submitted idea/solution in front of an expert jury at the World Summit Awards Global Congress.

- Phase 3 – World Summit Awards Global Congress in Vienna 21-22 March 2018

21st March 2018: The Nominee pitches the submitted idea in detail in front of an expert jury chosen by Umdasch.

The conditions of the presentation will be communicated to the Nominees in due time.

22nd March 2018: Umdasch announces the winner in each category during the World Summit Awards Global Congress.

Each category winner receives the **Josef Umdasch Research Prize** in form of an invitation to contract negotiations with a company of Umdasch to implement the winning idea/solution exclusively.

IV. Reclaim of Expense Allowance; Transfer of a non-exclusive right

Umdasch awards each Nominee during Phase 2 with an Expense Allowance according to the following conditions:

- The Expense Allowance shall only be used by the Nominee in connection with the preparation of the submitted idea/solution for Phase 3.
- By winning the Josef Umdasch Research Prize, the Nominee grants Umdasch (and its affiliates) a non-exclusive, world-wide, transferable and sublicensable and timely unrestricted right without limitation regarding its scope to use the submitted idea/solution including for any commercial purposes.
- Umdasch reserves the right to reclaim the Expense Allowance for material grounds such as but not limited to reasonable doubts for its inappropriate use, non-compliance with point VI. (exclusion and disqualification) or non-participation of a Nominee at World Summit Awards Global Congress in Vienna on 21st March 2018.

The assertion of claims for damages by Umdasch shall be reserved.

V. Confidentiality

By participating at the Contest, the Contestant accepts to keep all Confidential Information strictly confidential. Disclosure to any third parties shall be restricted. The Contestant shall further ensure that his or her employees or agents comply with these obligations of confidentiality and Contestant shall be liable for any unauthorized disclosures.

The confidentiality obligation does not apply to Confidential Information which is publicly known without any act or default of the information recipient.

The confidentiality obligation is limited in time for

- Contestants, until the announcement of the Nominees (31st December 2017 the latest) and for
- Nominees, with the announcement of the winners of the Josef Umdasch Research Prize (22nd March 2018).

Otherwise, the period of validity shall remain unaffected.

VI. Exclusion and disqualification; Amendments and cancellation of the Contest

- Umdasch reserves the right to reject incomplete submissions by a Contestant without any further reason and notice.
- Umdasch further reserves the right to disqualify Contestants for material grounds such as but not limited to lack of ownership of intellectual property rights or infringement of copyrights or intellectual property rights of others, false submitted information or any other non-compliance with applicable law, the rules of the Contest and those of ICNM at any time.
- There is no legal recourse possible against the decision of exclusion or disqualification.
- Umdasch shall amend rules or cancel the Contest at any time at its own discretion. Legal claims by the Contestant shall be excluded.

VII. Liability and indemnity by Contestant; liability by Umdasch

- Contestant shall be liable for any damages caused and indemnifies Umdasch for any claim made by a third party against Umdasch in connection with the submission to the Contest in particular claims for the infringements of a third party's intellectual property rights.
- Contestant shall be liable for all actions or omissions of all his team-members, co-workers, employees, etc.
- In any case, Umdasch's liability for slight negligence (with the exception of personal injury) in particular for compensation for consequential damage such as financial losses, cost of financing, lost profit shall be excluded.

VIII. Place of jurisdiction and applicable law

The exclusive place of jurisdiction for resolving all disputes arising from these General Rules and Conditions between Umdasch and the Contestant shall be the court with subject matter jurisdiction at the Umdasch's head office.

These General Rules and Conditions shall be governed by Austrian law to the exclusion of conflict of law rules. Application of the UNCITRAL UN Convention on Contracts for the International Sale of Goods shall be excluded.