



"Vending Star 2019" innovation contest Eu'Vend & coffeena 2019 in Cologne



Conditions of Participation from A-Z

Call for submissions:

1. Sponsors of the contest:

German Vending Association (BDV/Bundesverband der Deutschen Vending-Automatenwirtschaft e.V.)
Universitätsstraße 5
50937 Cologne

Koelnmesse GmbH
Messeplatz 1
50679 Köln

hereafter also referred to as "the organiser", "the organisers" or "Koelnmesse" or "BDV", respectively. Organiser and partner is the Association BDV. Koelnmesse is asked by the BDV for making sure a smooth processing.

2. Occasion and purpose of the contest

The contest serves the intention of its organisers to enhance the "Eu'Vend & coffeena" international vending fair with the presentation of innovative vending solutions.

The objective of the contest is to

- optimise vending machine based service (vending) and thereby generate corresponding impulses for all market participants in the vending industry.
- expand the possible applications and areas of application of vending machines.

3. General information on the procedure

The information on the procedure of the "Vending Start 2019" contest is part of these general conditions of participation. Legal recourse is excluded. The laws of the Federal Republic of Germany shall apply, with the exception of the UN Law on International Sales (CISG). Should any provision be or become invalid or unenforceable, then this shall not affect the validity of the remaining provisions. The Organiser and the participant shall undertake to replace the invalid provision by such valid provision which comes closest to the legal and economic intent of the invalid provision.

These conditions can be changed at any time without further notification.

Applicable law

The "Vending Star" contest is subject to the law of the Federal Republic of Germany.

Announcement of the winners and nominees

To ensure that the prize winners or nominees are present at the awards ceremony, all nominees shall be notified in advance. Koelnmesse and BDV shall also announce the prize winners and nominees in press releases following the event.

Assessment of the contest entries by the jury

a) Jury:

The contest entries shall be judged by an international, independent jury.

b) Assessment criteria:

The jury shall make their decision according to the quality of the nominated contest entries and thereby base its decision on the following criteria:

- Fulfilment of the functional requirements
- Degree of innovation compared to existing technical devices, auxiliary devices/tools, concepts or products, economic viability of the innovation

Data protection notice

Participation in the "Vending Star 2019" contest requires a registration that, in turn, requires the submission of personal data (user name, e-mail address). By registering, the participant expressly declares that he consents to the storage of this data by the Organiser for the duration of the contest to be used for the execution and processing of the contest. Upon acceptance of these general conditions of participation, the participant agrees that the Organiser may pass on the collected data to third parties in conjunction with the "Vending Star 2019" contest. The Organiser agrees not to use this data for purposes that are not related to the "Vending Star 2019" contest without the consent of the participant. The participant may at any time withdraw his permission to use/store his data and withdraw from the competition via the website. The organiser observes the legal regulations concerning data protection, in particular the German Federal Data Protection Act (BDSG) and the German Telecommunications and Electronic Media Act (TMG), for the collection, processing, and use of the participant's personal data and processes the participant's personal data exclusively in accordance with such regulations.

Submission of the competition entries

Contest entries (application form, brief description, details about the product 3 DIN A4 pages max., brochures, photos and videos for a better understanding are welcome) from the nominated participants must have been received by Koelnmesse GmbH by **15 March 2019** (see "Entry requirements").

Notice: If registered products cannot be judged on site during the jury, a video must also be submitted.

Liability and insurance

Subject to the following provisions, and irrespective of their legal basis, the Organiser shall be liable for any damage caused by the intentional or grossly negligent conduct on the part of his legal representatives, employees, agents or vicarious agents. Any liability for damages caused by gross negligence on the part of agents or vicarious agents of the Organiser shall be limited to such damages as may be typically expected to arise in the context of the existing contractual relationship. The Organiser shall only be liable for damages not due to intentional or grossly negligent actions on the part of the Organiser, his legal representatives, employees, agents or vicarious agents insofar as a significant contractual obligation (cardinal obligation) has not been fulfilled. Significant denotes an obligation that is of particular importance with respect to the attainment of the contractual purpose, and upon whose fulfilment the user may place special reliance. In such a case, the limitation of liability shall apply with respect to the damage to be compensated. Insofar as the liability of the organiser is excluded or restricted in accordance with the above-mentioned paragraphs, this shall also apply to the benefit of the organiser's employees or sponsors should the participant make a direct claim against them. The Organiser shall not be held liable for the activities and decisions of the jury members. The Organiser shall not be held liable for any damages to or loss of the delivered products or other property of the participant or of any individuals employed by participant. The aforementioned limitation of liability does not apply to liability under the German Product Liability Act.

The organiser is willing to insure the surrendered products and other items of the participant at its own expense against the usual risks by **26.04.2019** receipt by Koelnmesse GmbH - under the condition that the participant submits a statement regarding their relevant replacement values.

Prizes and recognitions

The jury shall select at least **two nominees** from each of the **four categories**. The Jury awards a maximum of **three nominations** per group. From the list of nominees, only **one application** shall be selected per group as a "Vending Star 2019." The four category winners shall be awarded the "Vending Star 2019" at the Eu'Vend & coffeena Night awards ceremony on **10 May 2019**.

All contest nominees receive

- the opportunity to make a free-of-charge presentation in the "Vending Star Area" special event area in Hall 9 during Eu'Vend & coffeena 2019
- a free-of-charge admission ticket (plus one additional person) for the Eu'Vend & coffeena Night on **10 May 2019**

This presentation at the special area is solely intended to present the competition entry and is not allowed to be used for commercial purposes, such as displaying brochures or holding sales talks.

The participant hereby agrees that, if nominated, the submitted product shall be presented in advance on the internet and in press releases from **April through May 2019** by means of a short description - see "Industrial property rights".

Industrial property rights

The entire contents of the contest are subject to copyright protection, the protection of industrial property right and other laws protecting intellectual property.

The participant affirms that he/she has unlimited exploitation rights to the items, especially regarding any product information, photographs, image components and other data. The participant is responsible for ensuring that the items submitted by him and all related documents and other data submitted in connection therewith - e.g. photographs, plans, sketches, models, etc. - are free from third party rights. Items that violate an industrial property right - trademark, utility model, patent, copyright or the like - are excluded from participation. Upon application, every participant must inform the Organisers whether any legal proceedings - disputes relating to contest law, patent law, trademark law or copyright law that are associated with the submitted item - are pending with respect to the item. The same applies to any corresponding extra-judicial disputes. Should the Organiser be held liable by third parties, claiming that the participant violated their rights, then the participant shall indemnify the Organiser from any such claims. The participant shall be liable for any damages, especially third party claims resulting from a violation of these conditions and he/she shall indemnify the Organiser from any such claims to the same extent. This obligation also especially applies to violations of copyright and trademark law. Photographs processed electronically or similarly may not contain elements that are subject to the rights or claims of third parties - e.g. image components from magazines, books, purchased CDs, etc. Here, too, the liability shall lie exclusively with the participant. These obligations for comprehensive exoneration of the Organiser shall be deemed to also applicable even if the affected objects, product information, photographs, image components, etc. have already been withdrawn.

Special note:

The Organiser is not obliged to effectuate the deletion of any data in the cache of websites belonging to other providers, particularly from search engines providers after relevant links have been created. Should Koelnmesse be made liable by third parties on the grounds that their rights were violated by the participant's data in the cache of websites belonging to other providers, especially search engine providers after corresponding links have been created, then the participant shall exempt Koelnmesse from any such claims. The participant shall be liable for any damages caused by a violation of these conditions, particularly claims by third parties, and he/she shall indemnify Koelnmesse from any such claims to the same extent.

Participants

Participation is open to legal and natural persons.

By participating in the contest, the participants accept these general conditions of participation and the data protection provisions.

Participation is intended exclusively for exhibitors at Eu'Vend & coffeena.

Exhibitors can participate with several products and in all categories.

Transfer of usage rights

By participating, the participant shall agree that any items and any documents submitted by him in this regard, as well as other data, such as photos, maps, sketches, models, etc., may be published by the organisers for advertising purposes in particular and for publication purposes. The copyrights of the

participant regarding the picture material shall remain unaffected. The participants shall therefore transfer all copyrights, usage rights, ancillary copyrights and any other rights to the items and documents submitted by the participant in conjunction therewith and any other data, such as photos, plans, sketches, models, etc. - hereafter referred to as "work results" - to Koelnmesse and BDV. This specifically applies to the following usage types:

- the right to usage in other media, e.g. in advertising films, videos or books, brochures and on the Internet;
- the right of reproduction and distribution, i.e. the right to reproduce and distribute the work results at one's own discretion;
- the right of archiving, i.e. the right to collect the work results, and where applicable, the right to publish the work results as a compendium together with other advertising media;
- the right to transfer the rights granted to the Organiser, either in part or completely, to third parties;
- the right to edit or otherwise modify the work results.

These usage rights shall be assigned without temporal restriction. A local restriction shall not apply. Koelnmesse may use these work results worldwide.

Should any third parties have usage rights to the work results because they have contributed to the advertising material's development or production, such as the rights to models, photographs, and graphics, then the participant shall also transfer these rights to Koelnmesse and independently guarantees that this transfer of rights applies to all of the types of use listed here. The participant shall bear the final responsibility for the effective acquisition of such rights of use regarding the rights of third parties. The participant shall be liable for any rights that have not been transferred. The participant shall exempt Koelnmesse from any royalty payments and from any claims by third parties, regardless of their legal grounds.

Application procedure

Entries must be submitted ONLINE by 15th March 2019 at the latest - receipt by Koelnmesse.

The application form, product description and terms and conditions of participation are available here:

www.euvend-coffeena.com/Participation_Vending_Star

1. Step 1: completion of forms
2. Step 2: submission
3. Automatic acknowledgement of receipt, including confirmation of the data entered.

The application documents shall be destroyed after the end of the contest.

In the category d) Innovative vending machine filling product, it is mandatory that a **sample** shall be made available to the jury for the purpose of making a better assessment.

In case of a nomination, the participant agrees to exhibit the object or concept presentation at the special "Vending Star Area" at EuVend & coffeena. It has to be handed to the organisation team on 08.05.2019 between 9.00 a.m. and 4.00 p.m. On 11.05.2019 between 6.00 - 6.30 p.m. it has to be picked up again at the special area.

Transport to Cologne and back as well as the presentation at the special event area during EuVend & coffeena 2019 shall be at the expense and risk of the participant. Koelnmesse and the German Vending

Association (BDV) shall not be held liable in accordance with statutory requirements - see “Liability and Insurance”.

The organisation team is responsible for the design of the special area.

Any obligation by the organiser to retain or return products submitted to the contest or any other items of the participant is void unless this has been agreed **in writing** with the participants in advance.

Premature termination, exclusion

The organiser reserves the right to break off or end the contest at any time without prior notice and without giving a reason. The organiser may especially make use of this provision if the proper execution of the contest cannot be guaranteed due to technical, legal or organisational reasons.

The organiser reserves the right to exclude individual participants from participation at its sole discretion. This may especially be the case should participants violate the general conditions of participation or use improper aids or third party services during their participation.

Entry requirements - obligatory

The submitted competition entries

- must not have existed prior to May 2017 (the last edition of Eu’Vend & coffeena took place from 27 through 29 April 2017)
- must be fully developed (no prototypes)
- must be authored in the German language. Product and concept descriptions must be submitted in maximum 3 A4 pages. Foreign applications must include a German translation.

Entries from the following four categories are permitted:

a) Technical device

A device can be:

- a vending machine; these include traditional vending machines,
- fully automatic coffee machines
- Dispensers
- other devices for dispensing pre-packaged or manufactured goods of all kinds that are usable in the device.

The device must be presented in good working order by the participant at the fair.

b) Auxiliary devices used to operate vending machines

These include, for example:

- A specific payment system for the vending machine.
- Some other peripheral device to support the vending machine’s function or payment function.
- Data readout devices
- A means of transport

- IT solutions
- Advertising material
- Vending machine enclosures
- Means of protecting the vending machines
- Means for optimising vending machine filling or cleaning
- Drinkware (e.g. cups)

The auxiliary device must be presented in good working order by the participants at the fair.

c) Concept

A concept is considered to be a novel vending-related business idea in the broadest sense. These include, for example:

- Novel marketing concept for the use of vending machines
- Novel approach to optimising support services (filling, cleaning, maintenance) of vending machines, including their logistics
- New concept for optimisation including safeguarding - cash logistics in terms of vending machine revenues.

The concept must already exist and be applied in practice.

d) Innovative vending machine filling product

An innovative vending machine filling product is considered to be any product that is suitable for delivery from vending machines or for preparation and dispensing from vending machines. Please make a sample available.

Contact

Questions about the competition concept and the jury:

BDV e.V.

Universitätsstraße 5

50937 Köln

Telefon + 49 221 447968

E-Mail: info@bdv-vending.de



Questions about organisation and implementation:

Koelnmesse GmbH

Hanna Helmhold

Tel. +49 221 821 3542

E-Mail: h.helmhold@koelnmesse.de



The most important dates at a glance

End of September 2018	Dispatch of tender documents by the organising team at Koelnmesse
15 March 2019	Extended Deadline for submissions
First week of April 2019	Jury sits
April 2019	Notification to all competitors (see paragraph "Announcement of the winners and nominees") - Nominees will be published on the website of Eu'Vend & coffeena
26 April 2019	Filing of statement regarding replacement values of the innovations submitted (see "Liability and insurance")
8 May 2019	Delivery of competition entry by the nominee at the special area in Hall 9 between 9.00 a.m. and 4.00 p.m. Positioning through the organisation team
9 - 11 May 2019	Concept presentation in the special event area at Eu'Vend & coffeena
10 May 2019	Awards ceremony in the course of the Eu'Vend & coffeena Night
11 May 2019	Announcement of the winners of each category Collecting of the competition entry from the special area between 6.00 p.m. to 8.00 p.m.

Status as of: November 2018/heh