

## Conditions of Participation – ISPO Award

# Terms and Conditions.

Messe München GmbH is the organizer of ISPO Award, the quality seal for outstanding sports products and services.

### Participation

Participation is open to all organisations that have their headquarters based in a member country of the Olympic Council, whether they are participating an ISPO exhibition – or not. They can apply for ISPO Award with all kinds of sports products and services (from hard-ware, footwear, apparel & accessories e.g. to software, smart phone applications or similar) in different categories.

The only products and services that are accepted, are those that has been launched to the market 3 months before the responding quarter's judging or will be launched after that:

### Timing and deadlines:

	Application	1 <sup>st</sup> Judging	Jury Meeting
Q4/21	17.12.2021	20.12.2021	07.01.2022
Q1&Q2/22	29.04.2022	02.05.2022	13.05.2022
Q3/22	02.09.2022	05.09.2022	25.09.2022
Q4/22	18.10.2022	21.10.2022	04.11.2022
Q1/23	will be announced as soon as new trade show dates 2023 are available		

All awarded products and services of Q4/21, Q1&2/2022 will be automatically part of the ISPO Award Exhibition at the OutDoor by ISPO 2022. All awarded products and services of Q3/22, Q4/22 will be automatically part of the ISPO Award Exhibition at ISPO Munich 2022.

### Application & Fees

The only applications accepted are those completed and submitted by the deadline. Except for the shipment of product samples applications must be submitted online via. [ispo.com](http://ispo.com)

Multiple applications will be accepted. **Please note that the fee of 5.900 EUR (excl. tax) is due per application that gets awarded. If you're application won't get awarded the handling fee of 100 EUR (excl. tax) is due per application.** For example, if two applications are submitted and both get awarded fees of 11.800 EUR (2x 5.900 EUR) are incurred.

All entries need to provide the copyrights of the work's intellectual property. For products not currently available on the marketplace, the submitted samples should be as they are intended to be brought to consumers. For services, digital platforms, apps etc. a test or equivalent access needs to be granted.

**Handling and information usage** When uploading photos, text and additional information, applicants grant Messe München GmbH the right, not subject to any temporal, geographical or content restrictions, to all copyrights and ancillary copyrights for advertising and PR carried out for ISPO Award.

Each award-winning product includes an ISPO.com article, which contains the award citation in combination with review similar to a test report. The ISPO.com editorial team will contact the winner for a further briefing on

content, targeting, etc. The information submitted with the application serves as a basis. The publication date is based on the applicant's request based on the specified blocking period. The applicant will immediately receive the information about his award and may also use it for sell-in and business-to-business purposes prior to the publication date. During the application process, additional optional topics such as sustainability, health, women-specific, etc. are requested. If these are completed, the ISPO.com editors will consider the submitted product or service in corresponding special editorial publications on ISPO.com (so-called Editor's Choice and similar). If the awarded product or service does not fit into the planned editorial publication, there is no obligation for the ISPO.com editors to stage them there.

Messe München GmbH reserves the right to sublicense the content mentioned above to third parties if necessary. All applications must be in English. Applications in other languages will not be considered.

Required information for an application are:

- Complete company information
- Complete contact details of the person responsible for the entry and the person
- Logo file(s) (vectorized, ai or eps)
- At least one high-resolution product image for publication in different communication channels (squared, studio recorded photo, white background), resolution at least 2500 x 2500 pix with 300dpi, integrated clip-ping path around the product (shadows, reflexions and elements in the background have to be outside the clip-ping path), permitted file format: JPG, TIFF, EPS, PSD.
- Products/product samples in various sizes, cuts (female/male), colours (upon availability)

Not mandatory but with a probable effect on the jury's decision:

- A short video (max. 1 min. in English, Format: avi, mov, mp4, mpeg, HD 1920 x 1080) explaining the most important features of the product to the jury. - Marketing / advertising material By accepting the terms and conditions on the website during the application process and by submitting the online application via the submit-button, the application is valid, and the fees will be

charged, even if the product sample will not arrive in time.

### Awards

Within the Award, there are no other winning categories except for the Public Choice Award. Should the applicant have additionally agreed to participate in the Public Choice procedure, they will be elected by the ISPO Collaborators Club at the corresponding following trade fair (ISPO Munich or OutDoor by ISPO). The election and determination of the winner of this additional award will take place during the trade fair by the participants of the voting procedure. The announcement will be made publicly (if possible) and winners of the Public Choice Award will not be communicated in advance. Receiving a Public Choice Award does not entitle the winner to receive further communication services, but to receive the corresponding award, layouts, trophy and certificate for their own communication purposes.

### Benefits

ISPO Award is closely linked to the online magazine ISPO.com and thus combines the quality seal with extensive communication services as well as the usual trade show presence:

Benefit	Winner	Nominee
Award Label	x	
Receiving the award in an ISPO.com Native Article with review report (similar to test report) GER/EN/FR	x	As Native Advertising without Award (only on request, for a fee)
ISPO Award Exhibition	x	In the context of the Native Advertising article (only on request, for a fee)
ISPO Award Magazine Feature (distributed to visitors of ISPO Munich and OutDoor by ISPO)	x	Representation as nominee (only on request, for a fee)
Trophy/Certificate	x	
Hangtags or Product Sticker (Layout only)	x	

Participation in the Public Choice Award (at ISPO Munich or OutDoor by ISPO)	Additional win of the Public Choice Award if voted for	
PR measures (press release, etc.)	x	
Consideration for editorial specials (Editor's Choice, Buyer's Guide, etc.)	x	

### Participation fees

Handling fee p. application	100 EUR excl. tax
Contribution fee in case of getting awarded p. application	5.900 EUR excl. tax

All of the mentioned fees are net amounts excl. VAT. The Messe München GmbH is the contract partner for all applications of ISPO Award.

The fees will be charged after each Jury Meeting on to the application or billing address provided in the online application. For changing the billing address after the final deadline, a handling fee of 50,00 Euro will be charged.

### Jury

The decisions of the jury are not subject to appeal. The criteria for the product judging as well as the judging mode of ISPO Award 2021 can be find on our website: [ispo.com/en/award](http://ispo.com/en/award)

The jury meeting will be held in different locations and exist of selected "Consumer Experts" from ISPO Collaborators Club and independent editors of ISPO.com. The judges commit to confidentiality on all entries until the official announcement of each entry. The number of announced Winners is up to the jury and depends of a strict and objective assessment procedure.

The submitted products will be used by the jury to make an assessment that will lead to correct results int the competition. Therefore, the entered products may show signs of wear/ use or be damaged during testing. Messe München is not liable for damage to the products.

**Exclusion from the award competition** The Messe München GmbH can exclude entries from the competition at any time or deny awardees their price if the product harms rights of others (for example: plagiarism, unauthorised copies, forgery). There will be no re-fund of the participation fee or other costs incurred by the participant if an entry or awardee is excluded from the award competition.

### Shipping of material

Shipping is only required when you get notified that your product passed the first judging that serves as a pre-assessment of all applications. Applications that passed will get notified immediately to send in the corresponding product. Participants are responsible for shipment and insurance costs. The submitted product sample(s) must be insured over the entire course of the application, from the time of shipment to the time of return.

Messe München GmbH is not responsible for any damage or loss of submitted products or documents. Submitted products will only be considered if they are received by the deadline. Please ensure that taxes and custom duties for all sub-missions are paid in advance and that packaging is reusable for returning the product. A return delivery slip must be in the package for the product return. Participants are responsible for all import and export customs fees. In case of any unpaid fees falling upon Messe München GmbH, the applicant is obligated to reimburse all such unpaid fees of Messe München GmbH.

The product return will be handled after each jury meeting. The return shipping of nonwinning products will be organized within 2 months after each jury meeting. The return of winning products will be organized after ISPO Munich or OutDoor by ISPO within 2 months.

Standard return shipping within European Union is covered by the mandatory handling fee. Charges that exceed the cost of shipping outside the European Union, for special shipping (bulky or similar or necessary insurance will be charged additionally and without further notice.

If products are not returned or cannot be delivered for various reasons (shipping returns), the submitter will be informed once at the

contact information provided. If there is no response within 10 working days, the right to return the goods will be forfeited and ownership will pass to Messe München GmbH.

### **Cancellation**

The Messe München GmbH can cancel or relocate the competition at its sole discretion. The participant is not entitled to the execution of the competition. It is not possible to withdraw from the competition after the final deadline. In case of a cancellation of the competition the participant is entitled to a reimbursement of the so far incurred fees under the Terms and Conditions. All costs for resending the entries are covered by the participant. In case of a relocation of the competition or changes in the format/ concept the participant is not entitled to a reimbursement of any so far incurred fees under the Terms and Conditions. The application will still be valid and considered for the relocated competition. Further claims, especially claims for damages, are excluded.

### **Privacy Policy**

All applications are subject to the Privacy Policy of Messe München GmbH.

### **Copyrights**

All winners need to provide the copyrights of the work's intellectual property. For photos, text and additional information, winners grant Messe München GmbH the right, not subject to any temporal, geographical or content restrictions, to exercise all copyrights and ancillary copyrights for advertising and PR carried out around ISPO Award, by accepting the terms and conditions. All winners shall ensure that their work will infringe no third-party industrial property rights; and the winner shall fully indemnify Messe München GmbH from third-party claims resulting from any such infringement.

### **Liability and other provisions**

Messe München GmbH is liable for personal injury (damage arising from injury to life, body or health) caused by neglect of duty for which Messe München GmbH, its legal representatives or employees are responsible, as well as for other damage caused by intentional or grossly negligent breach of duty by Messe München GmbH, its legal

representatives or employees. Messe München GmbH is also liable for any damage caused by negligent breach of cardinal duties by Messe München GmbH, its legal representatives or employees. In these cases, Messe München GmbH is liable only if the damage is typical damage and not consequential damage and then only up to at most EUR 50,000 per claim. This limitation of liability applies only to entrepreneurs, legal persons under public law or special funds under public law.

On the presentation of a legally final and binding judgment or court order, Messe München GmbH is entitled to exclude entries which breach protected rights of others (e.g. plagiarism, unauthorized copies, forgery) from the competition concerned at any stage. In this case Messe München GmbH has the right to retrospectively revoke awards already given for such entries.

If the applicant is a trader, legal person under public law or special fund under public law, Munich is considered the place of performance and the place of jurisdiction, for all financial obligations too. Only German law applies.