

FIDN

WOUD X ROEL

**DESIGN
COMPETITION**

Terms and conditions

WOUD

INTRO

THE FOLLOWING COMPETITION TERMS AND CONDITIONS (HEREINAFTER "CONDITIONS") APPLY TO THE PARTICIPANTS (HEREINAFTER "YOU") IN WOULD'S HIGN DESIGN COMPETITION (HEREINAFTER "COMPETITION"). THE COMPETITION IS PROMOTED BY

WOUD A/S
SØNDERGÅRDSALLE 9 MF
8700 HORSSENS
DENMARK
CENTRAL BUSINESS REGISTER NO. 31752620
(HEREINAFTER REFERRED TO AS "WOUD")

IN COLLABORATION WITH ROEL VANDEBEEK. BY PARTICIPATING IN THE COMPETITION, YOU DECLARE THAT YOU HAVE READ, UNDERSTOOD AND ACCEPTED THE FOLLOWING TERMS AND CONDITIONS. ANY BREACH OF THE TERMS AND CONDITIONS WILL RESULT IN DISQUALIFICATION FROM THE COMPETITION.

1. GENERAL

1.1 THE COMPETITION RUNS FROM 1 OCTOBER 2022 TO 1 FEBRUARY 2023 (DEADLINE FOR SUBMISSION OF YOUR DESIGN PROPOSAL)

1.2 WOULD INVITES ALL DESIGN TALENTS (BOTH CURRENT STUDENTS AND TRAINED) TO PARTICIPATE IN WOULD'S INTERNATIONAL HIGN DESIGN COMPETITION BASED ON THE DESIGN PRINCIPLES OF PRECYCLING. ENTRY TO THE COMPETITION IS MADE BY SUBMITTING UP TO THREE (3) DESIGN PROPOSALS TO WOULD'S HIGN COLLECTION. THE WINNING DESIGN WILL BE INCLUDED IN AND LAUNCHED BY WOULD AS A PART OF THE HIGN COLLECTION.

1.3 THIS COMPETITION IS NOT SPONSORED, SUPPORTED OR ADMINISTERED BY OR ASSOCIATED WITH FACEBOOK OR INSTAGRAM.

2. HOW TO PARTICIPATE

2.1 TO ENTER THE COMPETITION, YOU MUST HONOUR THE BELOW-LISTED TERMS. BY PARTICIPATION YOU DECLARE THAT YOU AND YOUR DESIGN PROPOSAL(S) MEET THE FOLLOWING TERMS:

- YOU ARE ABOVE THE AGE OF 18 YEARS
- YOU HAVE OR ARE ENROLLED IN A DESIGN/ARCHITECT-RELEVANT EDUCATION
- YOU ARE NOT RELATED TO WOULD A/S IN ANY SENSE OF FAMILY, EMPLOYEES, OR RELATIVES (PLEASE NOTE, YOU ARE ALLOWED TO PARTICIPATE ALTHOUGH YOU ALREADY HAVE A DESIGN REPRESENTED IN THE WOULD COLLECTION)
- YOU MUST SUBMIT YOUR DESIGN PROPOSAL(S) AS A PRIVATE INDIVIDUAL. REGISTERED COMPANIES ARE NOT ALLOWED TO PARTICIPATE.
- YOUR DESIGN PROPOSAL(S) MUST NOT HAVE BEEN LAUNCHED/PUBLISHED PREVIOUSLY
- YOUR DESIGN PROPOSAL(S) MUST NOT HAVE BEEN SUBMITTED TO ANY OTHER DESIGN COMPETITION
- YOUR DESIGN IS ORIGINAL AND ORIGINALLY DESIGNED BY THE NAME(S) THAT APPEARS IN THE APPLICATION FORM

2.2 YOUR DESIGN PROPOSAL(S) MUST BE VISUALISED AND SUBMITTED TO WOULD EITHER VIA EMAIL INCLUDING A PRESENTATION PDF TO HIGN@WOUD.DK OR AS A PHYSICALLY SCALE MODEL DELIVERED TO SØNDERGÅRDSALLE 9 MF, 8700 HORSSENS, DENMARK (PLEASE MARK THE PARCEL WITH A RECOGNISABLE REFERENCE). REGARDLESS OF THE PRESENTATION FORM, THE 'REQUIREMENTS OF SUBMISSION' MUST BE FULFILLED.

2.3 IT IS ACCEPTED TO PARTICIPATE IN THE COMPETITION WITH UP TO THREE (3) DESIGN PROPOSALS. ANY ADDITIONAL PARTICIPATION WILL BE REFUSED AND DISQUALIFIED. YOU MAY SUBMIT THREE (3) DESIGN PROPOSAL IN TOTAL, INDIVIDUALLY OR AS A DUO (TWO PERSONS). IN CASE YOU PARTICIPATE AS AN INDIVIDUAL, YOU ARE ALSO ALLOWED TO PARTICIPATE AS A PART OF A DUO, HOWEVER YOUR NAME CAN STILL ONLY BE CONNECTED WITH MAXIMUM THREE (3) DESIGN PROPOSALS IN TOTAL.

WOUD

2.4 WOULD DISCLAIM ALL RESPONSIBILITY FOR DESIGN PROPOSALS WHICH ARE LOST, DELAYED OR NOT RECEIVED.

2.5 THERE ARE NO REQUIRED CHARGES TO PARTICIPATE IN THE COMPETITION.

3. REQUIREMENTS OF THE DESIGN

3.1 THE DESIGN MUST BE BASED ON THE PRINCIPLES OF PRECYCLING AND THE NEW, DEFINED HIDN DESIGN LANGUAGE. THEREFORE, OPTIMISATION, IN TERMS OF MATERIAL(S), PROCESSING OR/AND LABOUR, MUST BE INCORPORATED INTO THE DESIGN PROCESS.

3.2 THE PARTICIPANTS IN THE COMPETITION CAN FREELY CHOOSE WHICH PRODUCT CATEGORY THEY WISH TO DESIGN WITHIN (E.G. CHAIR, TABLE, LIGHTING, ACCESSORIES, TEXTILES ETC.). LIKEWISE, THERE IS A FREE CHOICE OF MATERIAL(S).

3.3 IT IS A REQUIREMENT THAT THE PARTICIPANTS, IN ADDITION TO THE DESIGN PRESENTATION ITSELF, MUST BE ABLE TO DESCRIBE WHY THE SUBMITTED DESIGN IS RELEVANT TO THE HIDN COLLECTION. ALSO, IT IS A REQUIREMENT THAT THE PRECYCLING PROCESS IS DESCRIBED.

4. REQUIREMENTS OF SUBMISSION

4.1 TO PARTICIPATE IN THE COMPETITION, YOU MUST COMPLETE THE APPLICATION FORM ([DOWNLOAD HERE](#)) AND MAIL IT TO HIDN@WOUD.DK

4.2 ALONG WITH THE APPLICATION FORM, YOU MUST ATTACH YOUR DESIGN PROPOSAL(S) IN A PDF FORMAT (ONE FILE PER DESIGN PROPOSAL) WITH THE FOLLOWING CONTENT (MAX 5 SLIDES PER PROPOSAL):

- PRESENTATION OF YOUR DESIGN (PHOTOS OF SCALE MODELS/PROTOTYPES, RENDERINGS OF THE DESIGN OR DRAWINGS, YOU DECIDE)
- TECHNICAL DRAWINGS WITH DIMENSIONS
- SPECIFICATIONS OF THE MATERIAL(S)
- SPECIFICATIONS OF THE DESIGN PROCESS, FOCUSING ON THE PRINCIPLES OF PRECYCLING AND YOUR CREATIVE REFLECTIONS ABOUT THE DESIGN
- THE NAME OF YOUR DESIGN INCLUDING AN EXPLANATION FOR THE CHOICE OF IT
- PLEASE NOTE, EVERYTHING WRITTEN MUST BE IN ENGLISH.

4.3 IF YOU CHOOSE TO SUBMIT MORE THAN ONE (1) DESIGN PROPOSAL, WOULD DO NOT REQUIRE YOU TO SUBMIT ALL OF THEM AT ONCE. IT IS ALLOWED TO SUBMIT THE PROPOSALS SEPERATELY.

4.4 WHEN ENTERING THE COMPETITION, THE PARTICIPANT DECLARES THAT THE DESIGN HAS NOT PREVIOUSLY BEEN PUBLISHED AND, TO THE BEST OF THE DESIGNER'S KNOWLEDGE, IS AN INDIVIDUAL NEW CREATION WHICH DOES NOT INFRINGE ON ANY COPYRIGHT, TRADEMARK OR PATENT RIGHTS.

4.5 ALL POTENTIAL EXPENSES ASSOCIATED WITH PARTICIPATION IN THE COMPETITION ARE DEFRAID BY THE PARTICIPANT.

5. THE PRIZE

5.1 THE WINNING DESIGN WILL BE INCLUDED AND LAUNCHED IN WOULD'S HIDN COLLECTION FOR OFFICIAL AND COMMERCIAL SALE AND MARKETING INCLUDING MARKETING PROMOTION OF THE DESIGNER BEHIND THE WINNING DESIGN.

5.2 THE DESIGNER OF THE WINNING DESIGN WILL RECEIVE ONE (1) PIECE OF THE WINNING DESIGN ONCE IT IS PUT INTO PRODUCTION.

5.3 THE COMPETITION PRICE IS PERSONAL AND CAN NOT BE RETURNED OR EXCHANGED.

5.4 ALL EXPENSES CONNECTED TO THE DELIVERY OF THE PRICE WILL BE DEFRAID BY WOULD.

6. SELECTION OF THE FINALISTS AND WINNER

6.1 THE WINNER WILL BE SELECTED ON THE BASIS OF A DEFINED EVALUATION PROCESS (AN INITIAL EVALUATION AND AN ULTIMATE EVALUATION)

6.2 THE PROFESSIONAL JURY'S ASSESSMENT IS DETERMINING IN THE INITIAL AND ULTIMATE EVALUATION AND WITH THAT THE FINAL RESULT.

6.3 THE JURY AND PRINCIPAL CRITERIA

THE JURY CONSISTS OF FIVE PROFESSIONAL, INTERNATIONAL MEMBERS. ALL SUBMITTED DESIGNS WILL BE REVIEWED BY ALL MEMBERS OF THE JURY. THE JURY SELECTS FIVE (5) DESIGNS THAT EXCEL IN RELATION TO THE PRINCIPAL CRITERIA BELOW:

HIDN: YOUR DESIGN HAS OBVIOUS REFERENCES TO THE HIDN DESIGN LANGUAGE (INCLUDING PRECYCLING) AND YOU HAVE SUBMITTED A CLEAR DESCRIPTION OF THESE REFERENCES

FUNCTIONALITY: YOUR DESIGN SERVES A CLEAR PURPOSE AND FUNCTION

ORIGINALITY: YOUR DESIGN DISTINGUISHES IT FROM OTHER EXISTING DESIGNS IN THE MARKET

WOUDS DNA: YOUR DESIGN EFFORTLESSLY FITS INTO THE EXISTING WOUD COLLECTION AND AESTHETIC IDENTITY

PRODUCTION AND SALES: YOUR DESIGN IS COMMERCIAL AND PRODUCTION-WISE VIABLE

6.4 THE INITIAL EVALUATION

WHEN THE DEADLINE FOR SUBMISSION OF DESIGN PROPOSALS EXPIRES, THE JURY JUDGES THE SUBMITTED DESIGNS AND SELECTS THEIR PERSONAL FAVOURITE CANDIDATES. BASED ON ALL JURY MEMBERS' EVALUATIONS, FIVE (5) FINALISTS WILL BE SELECTED. THE FIVE (5) SELECTED DESIGN FINALISTS WILL BE ANNOUNCED AND PROMOTED ON WOUD'S RELEVANT MARKETING CHANNELS AND WILL ALL RECEIVE METICULOUS, PERSONAL FEEDBACK FROM THE JURY.

6.5 THE ULTIMATE EVALUATION

THE PANEL OF JUDGES WILL SELECT THE WINNING DESIGN. THE WINNING DESIGN WILL BE ANNOUNCED IN MARCH 2023 VIA WOUD'S RELEVANT MARKETING CHANNELS. WOUD'S DECISION ON THE WINNING DESIGN IS FINAL.

6.6 THE WINNER WILL BE NOTIFIED DIRECTLY VIA THE GIVEN CONTACT INFORMATION ULTIMO MARCH AT THE LATEST. THE CHOSEN WINNER(S) MUST RESPOND WITHIN SEVEN (7) DAYS. IF THE WINNER(S) DOES NOT RESPOND TO WOUD WITHIN THE REQUESTED TIMEFRAME, WOUD ENTITLES THEM TO CHOOSE ANOTHER WINNER. THE NEW WINNER WILL HAVE THE SAME RESPONSE CONDITIONS AS THE ABOVE-MENTIONED.

6.7 ENTERING THE COMPETITION FORMS AN AGREEMENT BETWEEN WOUD AND THE DESIGNER AND WOUD MAY AT OUR OWN DISCRETION MANUFACTURE, MARKET, AND SELL THE WINNING DESIGN IN ACCORDANCE WITH THE TERMS IN THIS AGREEMENT.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 IF YOUR DESIGN IS SELECTED AS THE WINNING DESIGN, THE INTELLECTUAL PROPERTY RIGHTS ARE TRANSFERRED TO WOUD INsofar THAT WOUD IS ASSIGNED WORLDWIDE RIGHTS TO:

- PRODUCE AND MANUFACTURE THE WINNING DESIGN
- MARKET AND SELL THE WINNING DESIGN
- PURSUE INFRINGEMENTS OF THE DESIGN BY THIRD PARTIES WITHOUT THE CONSENT OF THE DESIGNER

7.2 BY PARTICIPATION IN THE COMPETITION, YOU GRANT WOUD THE RIGHT TO USE AND PROMOTE YOUR NAME AND DESIGN PROPOSAL (INCLUDING PRESENTATION MATERIAL)

7.3 THE WINNING DESIGN MUST BE OFFERED FOR SALE NO LATER THAN 12 MONTHS AFTER AN APPROVED PRODUCTION MODEL IS AVAILABLE. IF THE DESIGN IS NOT OFFERED FOR SALE WITHIN THE DEADLINE SET OUT ABOVE, YOU MAY DEMAND THAT WOUD OFFER THE PRODUCT FOR SALE WITHIN 30 CALENDAR DAYS FROM RECEIPT OF THE DEMAND. IF THE PRODUCT IS NOT OFFERED FOR SALE BY THEN, YOU WILL BE ENTITLED TO TERMINATE THE AGREEMENT WITH IMMEDIATE EFFECT. WOUD MAY DEMAND AN EXTENSION OF THE DEADLINE SET OUT ABOVE IF THE TIME AT WHICH THE DESIGN IS OFFERED FOR SALE IS DELAYED DUE TO MATTERS THAT ARE ATTRIBUTABLE TO YOU.

7.4 FURTHER DEVELOPMENT OF THE WINNING DESIGN OR CHANGES TO THE FORM, MATERIALS, STRUCTURES, QUALITY OR ANYTHING ELSE MAY BE MADE IN COLLABORATION WITH WOULD AND YOU, IN ORDER TO COMPLY WITH APPLICABLE SAFETY STANDARDS AND TESTING. WOULD CAN, HOWEVER THE ABOVE, MAKE CHANGES TO COLOUR OR PACKING TO COMPLY WITH CURRENT TRENDS WITHIN THE FURNITURE MARKET.

8. ROYALTY

8.1 THE DESIGNER OF THE WINNING DESIGN WILL BE PAID A DEFINED ROYALTY FEE (PER UNIT SOLD) ONCE THE DESIGN IS IN PRODUCTION. THE STANDARD WOULD ROYALTY AGREEMENT MUST BE SIGNED BY BOTH PARTIES.

8.2 THE ADDITIONAL FOUR (4) FINALISTS WILL NOT BE GRANTED ANY ROYALTY FEE. HOWEVER, WOULD RESERVES THE RIGHT TO ENTER A DIALOGUE WITH THE ADDITIONAL FOUR (4) DESIGN FINALISTS IF WOULD FINDS POTENTIAL IN THE DESIGN(S).

9. MARKETING

9.1 YOU ACCEPT TO ASSIST IN THE ORGANISATION OF SALES MATERIAL, INTERVIEWS, EVENTS ETC WITH WOULD. FURTHERMORE, YOU ACCEPT THAT WOULD HAS THE RIGHT TO USE YOUR NAME, PHOTOS, BIOGRAPHY AND DESIGN PROPOSAL RELATED TO THE COMPETITION ON WOULD'S ANALOGUE AND DIGITAL MARKETING PLATFORMS.

9.2 AS ONE OF THE FIVE (5) DESIGN FINALISTS YOU HAVE THE RIGHT TO REFER TO WOULD'S NAME AND LOGO. IF YOU WOULD LIKE TO USE THE TRADEMARK IN MARKETING MATERIAL, YOU MUST OBTAIN WOULD'S CONSENT.

10. PERSONAL DATA

10.1 BY PARTICIPATING IN THE COMPETITION, YOU CONSENT TO WOULD'S PROCESSING OF YOUR INFORMED PERSONAL DATA (INCLUDING NAME, EMAIL ADDRESS, AND PHONE NUMBER). THIS INFORMATION WILL BE COLLECTED, ONCE RELEVANT. ALL DATA WILL BE COLLECTED IN ACCORDANCE WITH WOULD'S PRIVACY POLICY.

10.2 WOULD COLLECTS YOUR PERSONAL DATA WITH THE PURPOSE OF CONDUCTING THE COMPETITION AND CONTACTING THE FINALISTS. YOU ALWAYS HAVE THE RIGHT TO PETITION FOR THE DELETION OF YOUR PERSONAL DATA. PLEASE NOTE, THAT THIS MEANS YOU WITHDRAW YOUR DESIGN PROPOSAL(S) FROM THE COMPETITION.

11. ADDITIONAL

11.1 WOULD RESERVES THE RIGHT TO ALTER, POSTPONE OR CANCEL THE WHOLE OR PARTS OF THE COMPETITION, IF WOULD ASSESSES THAT IT IS NOT POSSIBLE OR RESPONSIBLE TO CONDUCT THE COMPETITION WITHIN THE LISTED TERMS AND CONDITIONS OR IN THE EVENT OF FORCE MAJEURE OR ANY OTHER CIRCUMSTANCES THAT ARE BEYOND THE CONTROL OF WOULD.

11.2 IF AN EVENT OR CIRCUMSTANCE OCCURS WHICH IS BEYOND THE REASONABLE CONTROL OF WOULD AND WHICH PREVENTS WOULD FROM COMPLYING WITH THESE TERMS AND CONDITIONS, WOULD WILL NOT BE LIABLE FOR ANY FAILURE TO PERFORM OR DELAY IN PERFORMING ITS OBLIGATION.

11.3 ANY ISSUES OR DISPUTES ARISING FROM THIS AGREEMENT, WHICH CANNOT BE SETTLED AMICABLY, MUST BE BROUGHT BEFORE THE COURT OF HORSSENS USING DANISH LAW.

11.4 IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT WOULD VIA EMAIL AT HIDN@WOUD.DK.