

# PARTICIPANT CONDITIONS

## DUTCH DESIGN WEEK 2018

Dutch Design Week (hereinafter to be called DDW) is organised by the Dutch Design Foundation (hereinafter to be called DDF and/or Organisation).

- Page**  
1/5
- 1. Participation**

Participation in DDW 2018 is open to:

    - Designers, agencies, studios and collectives;
    - Design labels and companies active in the field of design;
    - Education, knowledge institutes and cultural institutions;
    - Hospitality, providing the planned activities have a link with design.
  - 1.1 The participant provides the requested details regarding his participation in DDW through the DDW online application. The participant is responsible for the accuracy and truth of the details provided.
  - 1.2 The participant can participate in multiple events. The following types of events can take place during DDW:
    - Exhibitions, (product) presentations and demonstrations;
    - Lectures, seminars, network meetings and workshops;
    - (Product) launches, kick-offs and award ceremonies.
  - 1.3 Registration for participation is possible until 30 June 2018, 23:59 hours.
  - 1.4 Participation complies with the criteria stated in clause 2 of these conditions.
  - 2. Participation criteria**

2.1 Submissions are assessed by the selection committee. Its task is to select participants and contributions that meet the following, limitative, criteria:

    - The registration is design related.
    - The registration is contemporary (thought up, created or made in the period 2017-2018) and not previously on show at DDW.
    - The registration is innovative and/or adds to existing ideas.
    - The registration is well considered, thought through and ready for presentation.
    - The registration is in both idea and execution original and distinctive, or experimental.

The selection committee encourages registrations that stem from a cooperation between designers, commerce, experts, industry and /or knowledge institutes.
  - 3. Participation procedure**

3.1 Participation is possible upon personal initiative of the participant.

3.2 A potential participant can register through the DDW online application with the concept for the event(s), background and motivation.

3.3 After agreeing with these conditions and after approval by the selection committee participation in DDW is final.

3.4 The accepted participant provides all relevant information about the event(s) that is required for the promotional publications through the DDW online application (also see clause 9).

3.5 The accepted participant contacts the DDF organisation if, after the approval by the selection committee, a change takes place in the participation, for example if the participant initiates a collaboration with a third party, or if there is a change in the number of participants.
  - 4. Assessment procedure**

4.1 The selection committee assesses the submission based on the criteria as stated in clause 2.1.

4.2 No later than 4 weeks after the date of registration the participant will receive notification regarding the outcome of the assessment.

4.3 The selection committee retains the right to refuse participants.



4.4 The decision of the selection committee is binding. No correspondence can be entered into regarding the decision.

## 5. Cost of participation

5.1 After approval the participants are categorised by the DDF organisation, as described below in clause 5.3.

5.2 No correspondence can be entered into regarding the categorisation.

5.3 The cost of participation depends on the categorisation of the participant and type of event. Participation in the following events is possible:

### EXHIBITION

An exhibition is a registration for 9 days. Exhibition participants will be classified in one of the following participant exhibition categories:

#### A) Participant DESIGN

- Designer/Design studio € 100,- (excl. VAT)  
Exhibition of one designer or one designstudio with 20 employees.
- Design studio large € 750,- (excl. VAT)  
Exhibition of one designstudio with 20 or more employees.
- Design Collective € 300,- (excl. VAT)  
Exhibition of two or more designers and or designstudio's.

#### B) Participant EDUCATION and CULTURE € 750,- (excl. VAT)

- Exhibition of educational or cultural institutes.

#### C) Participant BUSINESS and ORGANISATIONS

A company or organisation that does not have a main activity that falls within the domain of design, such as brands, manufacturers, knowledge institutes, etc. (Not included in this category are: designers, design studios, collectives, education institutes or cultural institutes).

- Business Medium € 375 (excl. VAT)  
Exhibition for an organisation with 1 to 6 employees.
- Business Large € 750 (excl. VAT)  
Exhibition for an organisation with 7 to 14 employees.
- Business XLarge € 1500 (excl. VAT)  
Exhibition for an organisation with 15 to 29 employees.
- Business XXLarge € 3000 (excl. VAT)  
Exhibition for an organisation with 30 or more employees.

### ACTIVITY

An activity is a registration of one or two half days; such as lectures, seminars, kick-offs:

€ 50 (excl. VAT)

Providing entry to the activity is free.

€ 750 (excl. VAT)

Activities with ticket sales and activities organised by participants from the category BUSINESS and ORGANISATIONS that do not have an exhibition in their programme.

### HOSPITALITY

Registration (Pop-up) hospitality event

€ 750 (excl. VAT)

Providing the planned activities have a link with design.



- 6. Payment of participation costs**
- 6.1 After digital acceptance by the participant of these participation conditions and after being accepted by the selection committee, participant will receive either an e-mail with either a link for online payment or an e-mail announcing the sending of an invoice. The payment term of the participation fee is 14 days. If the registration fee is not paid timely, DDF has the right to exclude the participant from participating in DDW.
- 6.2 Invoices regarding participation fee will only be sent digitally by e-mail. Invoices will not be sent by post.
- 6.3 If the owed amount is not received within the payment term, as stated in clauses 6.1 and 6.2, in the DDF organisation's bank account, the organisation retains the right to exclude the participant from participating in DDW and / or all promotional communication.
- 7. Cancellation by participant**
- 7.1 In the case a participant cancels its participation, the participant owes DDF the following cancellation fee:
- For cancellation up until 31 August 2018: 50% of the participation cost;
  - For cancellation on or after 1 September 2018: 100% of the participation cost.
- 7.2 If the DDF organisation is not informed of the cancellation, the participant will be charged an additional € 500 for each DDW day (20 until 28 October 2018), with a maximum of 9 days and a sum of maximum € 4,500.
- 7.3. The provisions in the clauses 7.1 and 7.2 are not applicable if the participant is faced with force majeure as defined in the Civil Code, through which (timely) cancellation was not possible.
- If the participant is of the opinion that force majeure has occurred, this must be communicated to the DDF organisation as quickly as possible. The DDF organisation will explain to the participant, motivated, if it is of the opinion a force majeure is applicable in this case and for this reason the costs indicated in clauses 7.1 or 7.2 do not need to be paid.
- 8. Cancellation of design event**
- In the event of force majeure, the DDF organisation can decide to cancel DDW 2018. The participant will be informed of this. The DDF organisation cannot be held accountable for any losses suffered or to be suffered.
- 9. Publication**
- 9.1 The participant must ensure that all relevant information about the event(s) has been submitted before 28 July 2018 via the DDW online application. If this is not the case, the DDF organisation reserves the right to exclude the participant from promotional communication.
- 9.2 If a participant changes a location after 28 July 2018, the participant will be charged € 500 for each DDW day (20 until 28 October 2018), with a maximum of 9 days and a sum of maximum € 4,500, unless in the event of force majeure as indicated in clause 7.3.
- 9.3 The participant agrees that the DDF organisation is free to use the images and details supplied for participation for publicity and other promotional communication.
- 9.4 No consultations will occur about publicity with the participant with regard to the participating products.
- 9.5 Participant indemnifies the DDF organisation against any claims from third parties with regard to the publication of submitted images and details.
- 9.6 Participants keep the DDF communication department: [marloes@dutchdesignfoundation.com](mailto:marloes@dutchdesignfoundation.com) informed as much as possible of their own communication activities.
- 9.7 The DDF organisation takes care of the promotion, communication and coordinating organisation of the entire design event.



#### 10. Promotion

- 10.1 Approximately 2 weeks before commencement of DDW the participant will receive an invitation to come to the DDF office to collect the promotional materials. Participant ensures the distribution of these prior to and during DDW.
- 10.2 Participants' printed matter will not be distributed by the DDF organisation.

#### 11. Use of logo

- 11.1 From the moment of approval for participation until six months after the end of DDW 2018 accepted participants are permitted to use the DDW **participant** logo in printed matter and online.
- 11.2 Participants are obliged to adhere the house rules according to the specifications published by the DDF organisation.
- 11.3 The participant has the option of linking their own website to the DDW website using the DDW **participant** logo with the [ddw.nl](http://ddw.nl) hyperlink.
- 11.4 In the case of refusal or if participant is not accepted by the selection committee, the DDW **participant** logo may not be used.

Page  
4/5

#### 12. Insurance and liability

- 12.1 The DDW participant declares not to infringe any third parties' rights by participation: copyright, trade mark rights, model or other rights.
- 12.2 The participation and products must comply with statutory safety requirements. Neither the DDF organisation nor the selection committee will accept any liability for this.
- 12.3 The participant indemnifies the DDF organisation, its employees, the selection committee against claims from third parties.
- 12.4 The DDF organisation is not liable for loss, theft, damage or injury to persons or goods belonging to participants and/or third parties engaged through participants.
- 12.5 The participant is expected to take stock of the risks involved in participating in such an event and to insure against them adequately.
- 12.6 The DDF organisation has taken out third-party insurance for the entire design event.

#### 13. Commerce

- 13.1 DDW is not a commercial event. Applicable for all participants is that during DDW direct selling must not and cannot be a main activity. Only products for the registered event can be offered for sale if desired. The sales should be separate from the exhibition and may not take place in the exhibition itself, so that it does not compete with the registered event. The exhibition, activity and content are leading.
- 13.2 DDW participants can register their products for sale in the DDW shop in the Klokgebouw. DDF takes care of the organisation of this and selects the participating products.

#### 14. Opening days and hours

To keep the programme clear and comprehensible for DDW visitors the participant must comply with all DDW's 9 opening days and minimum opening hours. These are from 20 until 28 October 2018 from 11:00-18:00 hours (with the exception of events that last 1 to 2 half days, like lectures, congresses and symposia).



#### 15. Charging for entry

With the exception of Business and Organisations participants mentioned in clause 5.3, approved participants may not charge for entry, unless the participant has submitted a written request with reasons to the DDF organisation for this and has received written approval prior to the commencement of DDW.

#### 16. Permits

Participants must ascertain if a permit is required for their exhibition in the chosen location. If a permit is required, the participant must notify the DDW organisation about this before 1 July and must start the permit application process before 1 July in accordance with the guidelines below.

##### 16.1 Existing location:

The participant is accountable for compliance with the conditions in the zoning plan that is applicable for the location concerned. This, for example, regards opening hours, noise nuisance, emergency exits and such like. For the applicable zoning plan, please contact Eindhoven365, [ehv365.nl](http://ehv365.nl).

##### 16.2 Empty properties, outdoor location or party:

The participant is responsible for requesting a permit and/or notifying use. Contact Eindhoven365 about this, [ehv365.nl](http://ehv365.nl).

##### 16.3 Stadhuisplein, Lichtplein, Veemgebouw and Ketelhuisplein:

These locations are covered by the DDF permit. After registration the DDF organisation will contact the participant. The participant is responsible for compliance with conditions indicated by the DDF organisation (opening times, noise nuisance, emergency exits and such like).

##### 16.4 Hospitality:

The participant is responsible for requesting an exemption for 'serving low alcoholic beverages' (article 35, Licensing and Catering Act) if applicable. See [www.eindhoven.nl/producten/Zwakalcoholische-dranken-ontheffing.htm](http://www.eindhoven.nl/producten/Zwakalcoholische-dranken-ontheffing.htm).

#### 17. Acceptance of the conditions

Digital acceptance of these conditions means agreeing with the provisions stipulated in these conditions. In the context of the General Data Protection Regulation (GDPR), digital acceptance of these conditions, also means agreeing with the processing by DDF of data regarding the design, project or event that was provided at the moment of registration. The processing of these data by DDF will only happen within the framework of the participation in DDW 2018. The data provided by the participant will be kept in adequately secured database system that complies with current regulations.

#### 18. Final clause

In matters where these regulations do not provide, the DDF organisation will decide.