

PARTICIPANT HET VEEM

TERMS AND CONDITIONS

DUTCH DESIGN WEEK 2019

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

- Pagina
1/7
- 1. Participation**

Participation in DDW 2019 is open to:

 - Designers, agencies, studios and collectives;
 - Design labels and companies active in the field of design;
 - Educational institutions, knowledge institutes and cultural institutions;
 - 1.1 The participant provides the requested data regarding the project he wants to submit through the DDW online application. The participant is responsible for the accuracy and truthfulness of the provided data.
 - 1.2 The participant can participate in multiple events. The following types of events can take place during DDW:
Exhibitions, award events, experience events, launches, network events, seminars, talks, workshops
 - 1.3 Applying for participation is possible until Monday 1 July 2019, 23:59 hours.
 - 1.4 Participation complies with the criteria stated in clause 2 of these terms and conditions.
 - 2. Participation criteria**
 - 2.1 Submitted projects are assessed by the selection committee. Its task is to select projects that meet the following, limitative, criteria:
 - The project is design related.
 - The project is contemporary (thought up, created or made in the period 2018-2019) and not previously on show at DDW.
 - The project is innovative and/or adds to existing ideas.
 - The project is well considered, thought through and ready for presentation.
 - The project is in both idea and execution original and distinctive, or experimental.The selection committee encourages projects 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 of the project, background information and motivation.
 - 3.3 After agreeing with these terms and conditions and after approval by the selection committee, participation in DDW is final.
 - 3.4 The accepted participant provides all relevant information about the project 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 regarding the submitted project, 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 project based on the criteria as stated in clause 2.1.
 - 4.2 No later than 4 weeks after the date of submitting a project the participant will receive

Dutch design foundation
Strijp-S | Torenallee 22-08
5617 BD Eindhoven

P.O. Box 8043
5601 KA Eindhoven

+31 (0)40 296 11 50

www.dutchdesignfoundation.com



notification regarding the outcome of the assessment.

- 4.3 The selection committee retains the right to refuse submitted projects.
- 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 participant is 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 and ACTIVITY with ticket sales

An exhibition is a project that takes place all 9 DDW 2019 days. An activity with ticket sales is a project that takes place one or two half days for which entrance fees are required; such as award events, experience events, launches, network events, seminars, talks, workshops.

Pagina

2/7

Exhibitions and activities with ticket sales will be classified in one of the following participant categories:

A) Participant DESIGN

- Designer/Design studio/Design collective small: € 100,- (excl. VAT):
exhibition or activity with ticket sales of one designer, one design studio or one design collective with 5 or less employees.
- Design studio/Design collective large: € 500,- (excl. VAT):
exhibition or activity with ticket sales of one design studio or one design collective with more than 5 employees.

B) Participant ORGANISATIONS

In these terms and conditions the definition of organisation is as follows: an organisation does not have a main activity that fits within the domain of design. Examples of organisations are: brands, manufacturers, cultural institutes, educational institutes, knowledge institutes, etc.

(Not included in this category are: designers, design studios, collectives)

- Organisation small: € 750 (excl. VAT):
Exhibition or activity with ticket sales for an organisation with 20 or less employees.
- Organisation medium: € 1500 (excl. VAT):
Exhibition or activity with ticket sales for an organisation with 21 to 40 employees.
- Organisation Large: € 3000 (excl. VAT):
Exhibition or activity with ticket sales for an organisation with more than 40 employees.

ACTIVITY without ticket sales (free entry)

An activity without ticket sales (free entry) is a project of one or two half days; such as award events, experience events, launches, network events, seminars, talks, workshops:

A) Participant DESIGN

- Designer/Design studio/Design collective small: € 50,- (excl. VAT):
Activity of one designer, one design studio or one design collective with 5 or less employees.
- Design studio/Design collective large: € 250,- (excl. VAT):
Activity of one design studio or one design collective with more than 5 employees.

B) Participant ORGANISATIONS

In these terms and conditions the definition of organisation is as follows: an organisation that does not have a main activity that fits within the domain of design. Examples of organisations are: brands, manufacturers, cultural institutes, educational institutes, knowledge institutes, etc.

(Not included in this category are: designers, design studios, collectives)

- Organisation small: € 375 (excl. VAT):
Activity of an organisation with 20 or less employees.
- Organisation medium: € 750 (excl. VAT):
Activity of an organisation with 21 to 40 employees.
- Organisation Large: € 1500 (excl. VAT):
Activity of an organisation with more than 40 employees.



- 6. Payment of participation costs**
- 6.1 After digital acceptance by the participant of these terms and conditions and after being accepted by the selection committee, the participant will receive a payment link and accompanying invoice by mail. The payment term of the participation fee is 14 days. If the participation 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 amount due is not received within the payment term, as stated in clauses 6.1 and 6.2, in the DDF account, DDF retains the right to exclude the participant from participating in DDW and / or all promotional communication.
- 7. Cancellation by participant**
- 7.1 If a participant cancels its participation, the participant owes DDF the following cancellation fee:
- For cancellation up until Saturday 31 August 2019: 50% of the participation costs;
 - For cancellation on or after 1 September 2019: 100% of the participation costs.
- 7.2 If the DDF organisation is not informed of the cancellation, the participant will be charged an additional € 500 for each DDW day (19 until 27 October 2019), 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 organisation as quickly as possible. The 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 organisation can decide to cancel DDW 2019. The participant will be informed of such a decision as soon as possible. The organisation cannot be held accountable for any losses suffered or to be suffered as a direct or indirect cause of a decision to cancel DDW 2019.
- 9. Publication**
- 9.1 The participant must ensure that all relevant information about the project has been submitted before Thursday 1 August 2019 via the DDW online application. If this is not the case, the organisation reserves the right to exclude the participant from promotional communication.
- 9.2 If a participant changes its location after Thursday 1 August 2019, the participant will be charged € 500 for each DDW day (19 until 27 October 2019), 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 guarantees that the organisation is authorized 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: program@dutchdesignfoundation.com informed as much as possible of their own communication activities.
- 9.7 The organisation takes care of the promotion, communication and coordinating organisation of DDW 2019..



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 materials 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 2019 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 hyperlink.
- 11.4 In the event a project is not accepted by the selection committee, the DDW **participant** logo may not be used.

Pagina
4/7

12. Insurance and liability

- 12.1 The DDW participant declares not to infringe any third parties' rights by participation: copyright, trade mark rights, model rights or any other intellectual property rights.
- 12.2 The participation and the project must comply with statutory safety requirements. Neither the organisation nor the selection committee will accept any liability for this.
- 12.3 The participant indemnifies the organisation, its employees, the selection committee against claims from third parties.
- 12.4 The organisation is not liable for any 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 DDW and has to take out adequate insurance.
- 12.6 The DDF organisation has taken out third-party insurance for the entire design event: DDW 2019. .

13. Commerce

- 13.1 DDW is not a commercial event. Applicable for all participants is that during DDW direct sales must not and cannot be a main activity. Only products for registered events can be offered for sale if so desired. Direct sales should be separated from the exhibition and may not take place in the exhibition itself. At DDW the exhibitions, activities and content are leading, not direct sales.
- 13.2 DDW participants can register their products for sale in the DDW shop in the Klokgebouw. DDF takes care of the organisation of the shop and selects the products that will be sold in the shop.

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 the minimum opening hours. These are from 19 until 27 October 2019 from 11:00-18:00 hours (with the exception of events that last 1 to 2 half days, like lectures, congresses and symposia).



15. Permits

Participants must ascertain if a permit is required for their exhibition at the location of choice. If a permit is required, the participant must notify the DDW organisation before Monday 1 July 2019 and must start the permit application process before Monday 1 July 2019 in accordance with the guidelines below.

15.1 **Existing location:**

The participant is accountable for compliance with the conditions in the zoning plan that is applicable to the location concerned. This, for example, concerns opening hours, noise disturbance, emergency exits and so on. For the applicable zoning plan, please contact Eindhoven365, ehv365.nl.

15.2 **Empty properties, outdoor location or party:**

The participant is responsible for requesting a permit and/or notifying use. Contact Eindhoven365 about this, ehv365.nl.

15.3 **Stadhuisplein, Lichtplein, Veemgebouw and Ketelhuisplein:**

These locations are covered by the DDF permit. After application, the DDF organisation will contact the participant. The participant is responsible for complying with conditions indicated by the DDF organisation (opening times, noise disturbance, nuisance, emergency exits and so on).

Pagina

5/7

15.4 **Hospitality:**

If applicable, the participant is responsible for requesting a license for 'serving low alcoholic beverages' (article 35, Licensing and Catering Act) if applicable. See www.eindhoven.nl/producten/Zwakalcoholische-dranken-ontheffing.htm.

16. Acceptance of the conditions

Digital acceptance of these terms and conditions means agreeing with the provisions stipulated in these terms and conditions. In the context of the General Data Protection Regulation (GDPR), digital acceptance of these terms and conditions, also means agreeing with the processing by DDF of data regarding the project or event that was provided at the moment of application. The processing of these data by DDF will only happen within the framework of the participation in DDW 2019. The data provided by the participant will be kept in adequately secured database systems that complies with current regulations.

17. Final clause

In matters and situations not provided for in these terms and conditions, the organisation will decide.



Supplement: Contract Het Veem

18. Rates Het Veem

Small (1 - 100 m²) The rate up to 100 m² is € 75, - per square metre. Including basic electricity, and the permit.

Medium (101 – 200 m²) The rate up from 100 to 200 m² is € 60, - per square metre. Including basic electricity, and the permit.

Large (201 – 400 m²) The rate up from 200 to 400 m² is € 40, - per square metre. Including basic electricity, and the permit.

If the participant requires more exhibition space, the DDF organisation should be contacted.

All prices are exclusive of 21% VAT. Apart from the stand costs, every exhibitor will be charged a participant fee (see 5).

19. Payment of plot costs

19.1 **Participants will receive an invoice by mail** for the cost of the stand. The invoice has to be paid prior to DDW 2019 .

19.2 If payment is not credited prior to DDW, DDF will send a reminder , with additional administration costs of €12.50 (excl. VAT). This invoice must be paid within 10 days.

19.3 If the amount due within the payment period, as stated in articles 19.1 and 19.2, is not booked into the bank account of DDF prior to DDW, the DDF organisation reserves the right to exclude the participant from participating at Het Veem.

19.4 After DDW, the invoice for possible additional facilities (such as the use of a tower wagon, additional lighting etc.) will be sent by email. p

20. Cancellation by participant

In the case of cancellation of participation in DDW by the participant, the participant will be due the following cancellation fee:

- In the case of cancellation until 31 August 2019, 50% of the participation costs (as stated in article 7.1) and 50% of the costs of Het Veem stand and ordered facilities;
- In the case of cancellation on or after 1 September 2019: 100% of the participation costs (as stated in article 7.1) and 100% of the costs of Het Veem stand and ordered facilities.

21. Location

21.1 The DDF organisation is at all times entitled to change the location of the stand at Het Veem.

21.2 Participants are compelled to follow the directions given by the organisation regarding construction, dismantlement, and presence during the event. Participants are not allowed to cause damage to the grounds in any way.

21.3 During opening hours a representative (the designer/participant) of the work on display must be present at the stand. Daily from 11:00 – 18:00.

21.4 The participant delivers a construction drawing with the exact measurements of the stand and a description of the materials used. The participant makes sure the stand is as vandal proof as possible.

21.5 Het Veem is a DDW ticket location. Everybody needs a wristband as ticket. Participants/representatives can get access to the exhibition 15 minutes before the public opening hour.

21.6 Construction can take place from Monday 14 until Thursday 17 October. Disassembly can take place on Monday 28 October from 09:00 until 18:00. Deviation from these times in consultation with the organisation.



- 22. Fire Safety Requirements**
- 22.1 Textiles, paper, cardboard and plastics**
Textiles, paper, cardboard and plastic are combustible materials and should be impregnated with a fire-retardant. At fire safety inspections, you will have to hand over a test sample of the material; in the case of doubt, this will be tested by the fire brigade through a fire test.
Participants have to follow orders from the fire department and DDF organisation.
- 22.2 Wooden constructions and stacked wood**
Wooden constructions and wood that has been stacked can be hazardous as a fire source. Wood must be impregnated by a fire-retardant and regularly moistened. It must furthermore be ensured that no litter can pile up between the wooden materials.
Participants have to follow orders from the fire department and DDF organisation.
- 22.3 Polystyrene blocks, polystyrene granules, foam rubber and agricultural plastics**
These materials are easily combustible and release chemical gasses and may therefore not be used. Exceptions are those materials for which a certificate of flammability can be produced.
- 22.4 Volatile liquids and gasses**
Storage of volatile substances and gasses in the plots are forbidden.
- 22.5 Fire reels and fire extinguishers**
In the case of a calamity, Participants always have to alert the DDF organisation. Fire reels and fire extinguishers in the plot must always be kept free.
- 22.6 Own responsibility**
Should the fire brigade reject your stand/plot at its inspection, is then falls under the personal responsibility of the Participant. and not under the responsibility of the DDF organisation. The participant will have to remove the concerned materials out of the building.
- 23. Final clause**
- 23.1** In matters where these regulations do not provide, the DDF organisation will decide.