

Contest Rules

ADDITIVE DESIGN CONTEST

1. PREMISE

Welcome to the website dedicated to the Additive Design Contest (hereafter referred to as the “Site”), owned by Designtech S.r.l. Società Benefit, located at Via Polidoro da Caravaggio 30, Milan – 20156, Italy (hereafter referred to as the “Company”).

This document, containing terms and conditions of use (hereafter referred to as the “Terms”), applies to the innovation initiative “**Design Additive Contest**” (hereafter referred to as the “Initiative” or the “Contest”), launched in collaboration with **Roboze S.p.A.** (hereafter referred to as the “Sponsor”) by the Company for its own and/or its clients’ purposes. Therefore, it applies to every proposal (hereafter referred to as “Contribution”) submitted on the Site by third parties, whether individuals or companies (hereafter referred to as “User”). The Terms are subject to Italian jurisdiction for any contribution submitted, regardless of the User’s country of origin. The Company reserves the right to modify these Terms at its discretion at any time, and the User must formally accept them each time they participate in the Initiative and whenever these Terms are changed.

1.1 Who Organizes

Designtech S.r.l. Società Benefit, located in Milan, Via Polidoro da Caravaggio 30, VAT IT12415810964, represented by its sole administrator Patrizia Vavassori, is the promoter and organizer of the Contest (also referred to as the “Organizer”).

1.2 Theme and Objective

The Contest’s objective is to encourage designers and artists to explore the potential of additive manufacturing in the following application areas (hereafter referred to as the “Themes”):

1. **Lighting:** in this theme, the challenge is to create lighting systems that not only provide illumination but also inspire. We are seeking for designs that combine organic forms with advanced functionality, transforming light into an element that surpasses mere necessity, becoming a work of art.
2. **Products Customization:** this theme focuses on the reinterpretation of vintage products and design icons. The goal is to add value through innovative components and accessories that enhance and personalize these timeless pieces, giving them new life and functionality.
3. **Design of Modular Systems:** this area emphasizes the creation of structural components for scalable solutions. We are interested in ideas that demonstrate how additive design can facilitate the development of modular, flexible systems that can adapt to different spaces and needs.
4. **Artworks:** with this theme, we aim to celebrate art through the lens of additive design. This category is dedicated to works that exploit 3D printing to explore new forms of expression, creating pieces that challenge conventions and showcase the unique beauty that this technology can bring to art.

1.3 When

The Call will start on **February 1st 2024**, and conclude on **March 15th 2024**.

1.4 Where

The Contest will take place online on the portal <https://thedesign.tech/en/additive-design-contest> (hereafter referred to as the “Site”), owned by the Company.

1.5 Who it is addressed to

Participation in the Contest is open and free. Creative individuals such as designers, artists, and students of any nationality can participate, provided they are 18 years of age or older at the time of registration in the Contest. Participation is allowed both individually and collectively (in groups).

1.6 Cost, Registration and Admission

Anyone who falls into the aforementioned categories (see paragraph 1.5) can register on the site within the specified deadlines. There are no restrictions on the number of participants. Registration is free. To be admitted to the Contest, participants must complete the registration procedure through the official Contest website within the set and advertised deadlines. Failure to register within these deadlines will result in automatic exclusion from the Contest.

1.7 How the Contest Works

Registration for the Call can be made individually or as a group.

No intervention or interference by external parties is allowed.

This is a competitive Contest, so a winner will be selected for each area.

Each participant or group of participants is authorized to submit one or more projects. However, there is a limit of one project for each theme proposed by the Contest. Projects must be submitted via the dedicated upload page on the Contest website, as indicated there. For a better evaluation of the submissions, the “Concept Presentation” files in PDF format and the 3D model in STEP format must be sent.

1.7.1 User’s access Conditions to the Site

Anyone can freely access and browse the Site. However, the User who intends to participate in the Initiative and, therefore, submit any Contribution must register on the Site. Access codes and passwords are confidential, personal, and non-transferable. The User is responsible for their management, safeguarding and consequences of use. The Company cannot in any way be held responsible for any fraudulent use of these access data.

1.7.2 Conditions of use

The User who intends to participate in the Initiative by submitting any Contribution must accept the following usage conditions:

1. if the User submits a Contribution on behalf of a legal entity, he/she declares to be a legal representative and/or an authorized subject;

2. the User also declares to be of legal age and/or have legal capacity in compliance with the law of the country of residence;
3. the User cannot, for any reason, intentionally or unintentionally, violate any local, national, or international law, regulation, or norm at the time of submitting the Contribution;
4. the User who participates with his/her Contribution, regardless of its nature, commits to not include inappropriate content, such as:
 - racism, bullying, or cruelty towards humans and animals;
 - politics and political symbols, campaigns, or movements;
 - religious references including symbols, buildings, or people;
 - sex, nudity, drugs, or smoking;
 - profanity;
 - killings, terrorism, horror, or torture;
5. the User commits to read and respect any further regulations of the Initiative for which he/she is proposing a Contribution, which are going to be published on the Site page of the Initiative;
6. the User declares that the information pertaining to the proposed Contribution, whether textual and/or documentary, does not violate any confidentiality obligation towards third parties and is, therefore, to be considered public information, not confidential;
7. the User cannot transmit or facilitate the transmission of any Contribution that violates any patent, trademark, trade secret, or other intellectual property rights of any third party;
8. contractual obligation or employment relationship is established between the Company and the User upon the User's submission of any Contribution;
9. the Company is not obligated to provide feedback to the User regarding the proposed Contribution. If the Company is interested, it will provide feedback to the User without time and substantive constraints;
10. the Company is entitled to contact the User, using the references he/she declared during registration on the Site, whenever it intends to request further information on the proposed Contribution. Such interactions and additional information collected by the Company are to be considered non-confidential. If the Company and the User intend to discuss confidential information, they may decide to sign confidentiality agreements specifically tailored to the needs of the parties involved;
11. the Company is not required to return data, information, materials, and documentation published by the User, even in case of deletion of his/her profile on the Site;
12. the Contribution proposed by the User will be accessible to the Company, to any third parties for whom the Initiative was created through the intermediation of the Company itself, and to other subjects indicated in the Privacy Policy, possibly accepted during registration. In any case, the Contribution is not intended to be viewed by other Users participating in the same Initiative;
13. The Contribution submitted on the Site and the related information entered by the User, along with the Company's integrations/evaluations, may be shared with third parties also for commercial purposes.

1.8 Elimination from the Call

Participants will be disqualified in case of:

- off-topic projects as determined at the jury's discretion;
- false personal details;
- projects that infringe upon the copyright or third-party intellectual or industrial property rights.

For this purpose, each participant:

- expressly declares that the project was specifically created for the Contest, is original, and does not violate, in whole or in part, the copyright and intellectual or industrial property rights of any third parties, thereby indemnifying the Organizer and the Sponsor for any potential violations arising from the project's submission in the Call;
- in the case of a group project, acknowledges that the project does not belong to an individual but to the team that presents it, and that each participant is responsible for any third-party rights violation and further indemnifies the Company for any resulting claims by third parties.

The Organizer is committed to fostering an inclusive and secure environment for all participants and reserves the right to exclude anyone who engages in inappropriate behaviour.

1.9 Jury and Recognitions

The jury, appointed by the Organizer, will use its sole discretion to select the winners based on the following criteria: originality, feasibility, sustainability, consistency with the brief, and quality of the presentation.

Participants selected by the jury as winners of the Contest will receive the following recognitions and benefits:

- **Creation of the Prototype:** The Organizer and the Sponsor will produce the winner's project as a prototype at the CoFactory, Designtech's new open urban factory located in the Certosa District of Milan. This location specializes in rapid prototyping and digital manufacturing, using Roboze's advanced 3D printers, such as ARGO 500 and Plus PRO, to transform the winners' projects into unique and innovative prototypes. This opportunity allows participants to visualize their projects in tangible form, without incurring production costs.
- **Exhibition and Award Ceremony:** The prototypes of the winning projects will be displayed during the Milan Design Week 2024 at Designtech's CoFactory. Additionally, an award ceremony will be held, where the winners will have the opportunity to present their works to a wide and qualified audience, composed of industry professionals, press, and design enthusiasts.

1.10 Material and Intellectual Property Rights on Contributions

Each participant is responsible for the content of his/her project and guarantees that he/she is the owner and holds all relevant rights of use.

By submitting a Contribution, the User agrees to the following conditions:

1. The User must disclose any intellectual property rights associated with the proposed Contribution, whether total or partial;
2. The User is solely responsible for obtaining and maintaining adequate legal protections and safeguards for the Contribution, including patents, trademarks, copyrights, and registrations with competent authorities.
3. In the absence of intellectual property rights attributable to all or part of the Contribution, the User understands that the information and documents within the Contribution are not subject to confidentiality obligations;

4. Any additional information transmitted by the User to the Company may nonetheless be protected by subsequent confidentiality agreements to be signed between the parties;
5. The User acknowledges that the acquisition of intellectual property rights, prior to the proposal of the Contribution, is essential to prevent commercial exploitation by third parties, including the Company and/or the Organizer.

The Company and/or third parties for whom the Initiative was created have the right to use (in a broad sense) all the material produced by the participants of the Contest, as the Organizer evaluates case by case, without specific forms of remuneration other than the awards and benefits assigned. Participants, therefore, specifically accept and grant to Designtech S.r.l. Società Benefit, by participating in the Contest, the unconditional right to use what they have produced, even materially in the form of a prototype, for exhibition and/or research and development purposes, as the Organizer evaluates case by case.

Furthermore, the Company reserves an option right for 12 months for the acquisition of commercial exploitation rights of the winning contributions. During the option right, winners are prohibited from sharing, proposing to third parties, or otherwise publishing the presented projects, as the Company will have the opportunity to purchase the economic exploitation license for a fee of Euro 1,000.00 (one thousand/00). At the end of the option period, winners may propose their projects to third parties but will be obliged to remove from such projects any graphics, logos, or references to the materials of the Sponsor or third parties.

1.11 Promotional Rights

The Contest, its procedures, official communications, these regulations and information relating to the processing of personal data are made known and public and published by the Organizer on its website (at this link <https://thedesign.tech/en/additive-design-contest>) and on its social media channels, as well as those of the partners and sponsors of the Contest.

The Company reserves the right to use the material produced during the Contest, accompanied by information on the participants, for promotional purposes. By participating in the Contest, Users specifically grant this right of use.

1.12 Personal Data and Image Rights

The User acknowledges having received information on the use (processing) of his/her personal data by the Company at the time of registration on the Site and having given specific consent to such processing.

The personal data collected for the purpose of the Contest will be processed as necessary for its realization and proper execution, in full compliance with EU Regulation 679/2016 and current legislation on personal data protection. The data will be processed using manual, computer, and telematic tools by the Company (Data Controller). Participants, pursuant to Art. 15 and following of EU Regulation No. 679/2016, may request modification, integration, and/or deletion of the data or oppose their use by writing to info@thedesign.tech. For further information on the personal data protection policy, see <https://thedesign.tech/en/privacy-policy>

The Contest will be advertised, and the selected Contributions may be filmed and published on the Organizer's and Sponsor's official website and social media channels.

1.13 Exclusion of P.R. 26/10/01 No. 430

The initiative in question does not fall into the category of “prize contests” or “prize operations” as defined by the D.P.R. 26/10/01 No. 430 (Regulations for Contests and Prize Operations), Art. 6 (Exclusions): “Contests for the production of literary, artistic, or scientific works are not considered prize contests and prize operations where the awarding of the prize to the author of the chosen work is considered compensation for work performance or recognition of personal merit or a title of encouragement in the interest of the community”.

1.14 Disputes

Any dispute arising in relation to these regulations and the event will be deferred to the decision of a sole Arbitrator, appointed by mutual agreement between the parties, or, in case of disagreement, by the President of the Chamber of Commerce, Industry, and Crafts of Milan. The Arbitration will take place in Milan and will be informal. The Arbitrator will make their determination according to equity and respecting the principle of adversarial proceedings within a maximum term of 120 (one hundred and twenty) days. The parties undertake to immediately and promptly implement the Arbitrator’s decision, which will be recognized as an expression of their contractual will.