

Terms & Conditions

International Sustainable Design Contest

Last update: 28.10.19

Please, read these Terms & Conditions (“**Terms**”) carefully prior to accessing our website located at <https://www.thesustainablesawards.com> (“**Website**”) and registering with the International Sustainable Design Contest (“**Contest**”). These Terms contain important information about your legal rights and obligations and the rules for submission and participation in the Contest.

Note, by accessing or using the Website, you represent and warrant that you have read, understand, have the legal capacity to, and hereby agree to be legally bound by these Terms in full. If you do not agree with these Terms, please, do not continue to use the Website.

The Contest is organized by Private Entrepreneur Maslii Mariia Andriivna (tax ID:), registered at 04080, Ukraine, Kyiv, 99/1 Frunze st., block 2, apt. 27 (which we may refer to as “**Organizer**”, “we,” “us,” or “our”), who owns and operates the Website.

Our collection and use of personal data in connection with your access to and use of the Website is described in our [Privacy Notice](#).

These Terms are subject to change at any time, save the conditions of the Contest. In case of material changes, we’ll notify you prior to the changes’ effective date by posting a notice on the Website or sending a notification to the e-mail provided to us by you. It is your responsibility to check periodically for any changes we make to the Terms. Your continued use of the Website or participation in the Contest after any changes have been implemented constitutes acceptance by you of such change(s).

Table of contents

1. [Entire agreement and Accessibility](#)
2. [Terms of submission and participation](#)
3. [Awarding criteria](#)
4. [Award of the prize](#)
5. [Intellectual Property Rights](#)
6. [Applicable law and jurisdiction](#)
7. [Indemnification](#)
8. [Final provisions](#)
9. [Contact information](#)

1. Entire agreement and admissibility

These Terms and any policies, including our [Privacy Notice](#) and any operating rules posted on the Website constitute the entire legally binding agreement and understanding between you ("you", "user" or "Applicant") and Organizer, governing your use of the Website and participation in the Contest ("**Agreement**").

You are only eligible to participate in the Contest, if you are at least 18 years old.

When you register with the Contest you hereby declare and warrant that:

- (1) according to your local jurisdiction you are eligible to enter into the Agreement;
- (2) you comply with these Terms and all applicable laws and regulations;
- (3) if you are registering on behalf of a legal entity, you represent and warrant that you have the authority to legally bind that entity and grant us all permissions and licenses provided in these Terms.

A printed version of these Terms shall be admissible in judicial or administrative proceedings relating to the Contest to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

2. Terms of submission and participation

The submission for the Contest will take place exclusively on the Website.

Online submission for competition begins on: the 28th of October 2019.

Deadline for submissions: the 20th of December 2019.

The submission is free of any fees for all the Applicants.

For the purpose of submission the Website contains an online form, through which the Applicant shall submit:

- the requested personal data (please see our [Privacy Notice](#)),
- information on the Applicant's collection (RTW and/or accessories),
- the press-release of the Applicant's collection;
- at least 5 pictures representing the collection.

You must provide accurate, current and complete information in English during the registration process. Upon registration you'll receive the confirmation of your participation to the provided e-mail.

3. Awarding criteria

The Applicants' submissions are evaluated by the jury committee with regard to the following criteria:

- ⇒ sustainability
- ⇒ design
- ⇒ storytelling
- ⇒ uniqueness
- ⇒ commercial potential.

The jury committee consists of 7 judges, appointed by the Organizer with respect to the level of their expertise in the sphere of sustainable design and fashion and includes fashion editors, fashion designers, sustainability experts, international buyers. You can be acknowledged with the panel of judges in Section "Jury" by following the [link](#).

4. Award of the prize

The winner of the Contest will be determined and announced on the Website on the 5th of January 2020.

The winner of the Contest will be awarded with the free participation in the showroom "THE SUSTAINABLES" during the Paris Fashion Week 2020.

The prize will include:

- the opportunity to present the collection submitted to the Contest during the Paris Fashion Week 2020;
- the ability to choose, when to participate: in February or in June;
- consultancy for the brand by THE SUSTAINABLES;
- the premises of 4 sq. m. for the presentation of 20 pieces of accessories and 40 items of RTW clothes;
- the equipment for the collection presentation and the salespeople provided by the Organizer.

Upon the announcement, the winner will receive an e-mail with further organizational details relating to the winner's collection presentation. The items of the winner's collection will be considered and approved by the Organizer in advance with the help of electronic means of communication.

The showroom is designed for wholesale orders exclusively. The sales are handled by the Organizer.

The costs for transportation, storage, accommodation of the Applicant's team and any other costs not mentioned above are not included in the prize and shall be payable by the Applicant.

In case the winner of the Contest is unable to participate in the showroom "THE SUSTAINABLES" during the Paris Fashion Week 2020, the winner shall notify the Organizer thereof not later than in two weeks upon the date of announcement on the Website. The Applicant whose collection was evaluated as the second better by the jury committee will be proposed to be awarded with the prize on the above conditions. The proposal shall be accepted or declined by the Applicant within a week. In the event of rejection the opportunity to receive a prize will be offered to the Applicants in sequence based on their scores evaluated by the jury committee.

5. Intellectual Property Rights

5.1 By submitting for the Contest and downloading the requested materials (pictures, documents, information - collectively referred to as the "**Materials**") you represent and warrant that:

- (1) The downloading, creation, distribution, public display and the accessing, or copying of your Materials does not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.
- (2) You are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us to use your Materials in any manner contemplated by the Organizer and these Terms.
- (3) You are solely responsible for all the personal data which may appear in any Materials (such as biometric data etc).

We do not own any Materials and do not disclose any information regarding you without your prior permission, except as in accordance with these Terms. As between you and the Organizer, you own the content and information that you submit during the registration process, and you are only granting the Organizer and its affiliates for a period of your participation in the Contest and until revoked a limited, revocable, non-exclusive, sub-licensable, transferable, royalty-free, worldwide license to access, use, copy, modify, distribute, publish, store, cache and process the Materials that you provide to the Organizer, without any further consent, notice and/or compensation to you or others.

5.2 Certain trademarks, trade names and logos used or displayed on the Website are registered and unregistered trademarks and trade names of the Organizer and/or of relevant holder(s) and may not be copied, imitated or used, in whole or in part, without the prior written permission of the Organizer or the applicable trademark

holder(s). Nothing contained on the Website grants or should be construed as granting, by implication, estoppel, or otherwise, any license or right to you to use any such trademarks, trade names or logos displayed on the Website.

Subject to your compliance with these Terms, the Organizer grants you a limited, personal, non-exclusive, non-sublicensable, revocable, non-transferable license to (i) use the Website on your personal device(s) in the manner provided for in these Terms; and (ii) access and view any content made available in or through the Website and accessible to you.

6. Applicable law and jurisdiction

These Terms shall be exclusively governed by and construed in accordance with the laws of Ukraine, excluding its rules on conflicts of laws.

Except where prohibited by applicable law, and without limitation to any statutory rights for consumers, you agree, that any dispute, conflict, claim or controversy directly or indirectly arising out of or broadly in connection with or relating to the Website or these Terms, including, without limitation, those relating to its validity, its construction or its enforceability (any “**Dispute**”) shall be resolved by means of amicable negotiations directly with the Organizer’s team in accordance with the principles of good faith and cooperation.

If the consensus may not be reached by the negotiations, the Dispute shall be settled exclusively in the state courts of Ukraine, subject to jurisdiction rules, with applicable substantive law of Ukraine.

All claims shall be brought within one (1) year after the claim arises, except to the extent a longer period is required by applicable law.

7. Indemnification

You agree to defend, indemnify and hold harmless the Organizer, its officers, employees, business partners and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorneys’ fees) arising from: (i) any breach by you of any of these Terms, (ii) your use/misuse of materials or features available on the Website or (iii) a violation by you of applicable law or any agreement or terms with a third party to which you are subject.

You also agree to reimburse the Organizer for any damage, loss, cost or expense the Organizer incurs (including fees or costs of attorneys, accountants, professional advisors, and other experts incurred in connection with the defense or settlement of

the foregoing) because of your use of the Website for any unlawful or prohibited purpose.

We reserve the right to handle our legal defense however we see fit, including instances when you are indemnifying us. Therefore, you agree to cooperate with us so we execute our strategy.

8. Final provisions

8.1 By using the Website and submitting for the Contest, you understand and agree that we may send you communications or data from the Website, including but not limited to notices about the Contest, including any updates relating to the Contest or changes in these Terms.

8.2 Your use of the Website is at your risk. The information, materials and services provided on the Website are provided “as is” and “as available”. To the fullest extent permitted by law, the Organizer disclaims all warranties, express or implied, regarding the Website, the Contest, content and any services you may obtain or access through the Website or as a result of winning the Contest, including, but not limited to, implied warranties of title, merchantability, fitness for a particular purpose and non-infringement of intellectual property or those arising out of a course of dealing or usage of trade.

8.3 In no event shall the Organizer, its employees, partners or agents be liable for indirect, incidental, special, exemplary, punitive or consequential damages, including lost profits, lost data, personal injury or property damage related to, in connection with, or otherwise resulting from any use or inability to use the Website, or from the participation in the Contest, including, without limitation, any damages caused by or resulting from reliance by a user on any information obtained from the Organizer, or that result from mistakes, omissions, interruptions, deletion of files or email, errors, defects, viruses, delays in operation or transmission or any failure of performance, even if the Organizer has been advised of the possibility of such damages.

8.4 If any provision of these Terms is determined to be unlawful, void or unenforceable, the remaining provisions of these Terms will continue to be fully valid, binding and enforceable.

9. Questions and contact information

If you have any questions or comments about these Terms & Conditions or the Contest, please contact us by:

E-mailing us at: hello@thesustainables.agency.

Writing to the following address: 04080, Ukraine, Kyiv, 99/1 Frunze st., block 2, apt. 27.