

PARTICIPANT TERMS AND CONDITIONS KETELHUISPLEIN DUTCH DESIGN WEEK 2021

PREAMBLE

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

DDW edition 2021 (16-24 October) will be a combination of a live and online festival, with a focus on relevant matchmaking for all participants.

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These terms and conditions apply to participants in both live and online DDW 2021. DDF endorses the Code Cultural Governance, the Fair Practice Code and Diversity and Inclusion Code. Therefore we warmly invite any and all participants to register for DDW 2021. Let DDW 2021 be the stage to show yourself and your design to the world!

1. Participation

Participation in DDW 2021 is open to:

- Individual 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 with or in multiple events. The following types of live or online events can take place during DDW 2021:
Exhibitions, award events, experience events, (product)launches, network events, seminars, talks, workshops.
- 1.3 Applying for participation is possible until Wednesday 30 June 2021, 23:59 hours.
- 1.4 Participation complies with the criteria stated in article 2 of these terms and conditions.

2. Participation criteria

- 2.1 Applications submitted through the online application will be assessed by the programme team of DDW. Its task is to select the projects for DDW 2021 that meet the following, determining, criteria.

The programme team of DDW2021 welcomes applications for projects that are:

- Design related;
- Contemporary (thought up, created or made in the past year) and not previously shown at DDW in the exact same manner;
- Innovative, relevant and/or adding to existing ideas;
- Well considered, thought through and ready for presentation;
- Both in idea and execution original and distinctive, or experimental.

Additionally, the programme team encourages projects to:

- Originate from a cooperation between designers, business, science experts, industry leaders and/or knowledge institutes;
- Originate from a divers (ethnic-cultural background and/or reflect on (various) elements of diversity and inclusivity);
- Deal with, reflect upon or endorse the DDW 2021 theme: 'The Greater Number'.

- 3. Participation procedure**
- 3.1 Participation is possible upon personal initiative of the participant.
- 3.2 A potential participant in DDW can register through the DDW online application form on the DDW website (ddw.nl) with the concept of the project, background information and motivation.
- 3.3 After agreeing with these terms and conditions and after approval of the application by the programme team, participation in DDW 2021 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 article 9).
- 3.5 The accepted participant contacts DDF if, after the approval by the programme team, a change takes place regarding the submitted application, 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**
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- 4.1 The programme team assesses the project based on the criteria as stated in section 2.1.
- 4.2 No later than 4 weeks after the date of submitting an application the participant will receive notification regarding the outcome of the assessment.
- 4.3 The programme team retains the right to decline submitted applications.
- 4.4 The decision of the programme team is binding. No correspondence can be entered into regarding the decision.
- 5. Participation costs**
- 5.1 After approval of the application, the programme team will assign the participant to one of the participant categories as mentioned in section 5.3 below.
- 5.2 No correspondence can be entered into regarding the categories or the assignment of the participant in one of the categories.
- 5.3 The costs of participation depend on the category of the participant and the type of event (see section 1.2). Participation is possible in one or more of the following type of events:
- EXHIBITION and ACTIVITY**
- An exhibition is an event that takes place all nine DDW 2021 days;
 - An activity is an event, possibly with ticket sales, that takes place at a specific time during DDW 2021, f.e. award events, experience events, launches, network events, seminars, talks, workshops.
- Exhibitions and activities will be classified in one of the following participant categories:
- **INDIVIDUAL DESIGNER / DESIGN STUDIO SMALL / DESIGN COLLECTIVE SMALL:** exhibition or activity of an individual designer, one design studio or one design collective with 5 or less employees: no participation costs are due.
 - **DESIGN STUDIO LARGE / DESIGN COLLECTIVE LARGE:** exhibition or activity of one design studio or one design collective with more than 5 employees: no participation costs are due.
- 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)
- **CULTURAL ORGANISATION / EDUCATIONAL ORGANISATION / ORGANISATION SMALL:** exhibition or activity of an organisation with 20 or less employees: no participation costs are due.
 - **ORGANISATION MEDIUM:** live exhibition or a live activity of an organisation with 21 to 40 employees: € 1.500,- (excl. VAT).
 - **ORGANISATION LARGE:** live exhibition or a live activity of an organisation with more than 40 employees: € 3.000,- (excl. VAT).

- 6. Payment of participation costs**
- 6.1 If applicable, after digital acceptance by the participant of these terms and conditions and after being accepted by the programme team, the participant will receive an invoice by e-mail. The payment term of the participation cost is 14 days.
- 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 section 6.1, 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, if applicable:
- For cancellation up until Tuesday 31 August 2021: 50% of the participation costs;
 - For cancellation on or after Wednesday 1 September 2021: 100% of the participation costs.
 - If the Organisation is not informed of the cancellation, the participant will be charged an additional € 500 for each DDW day (16 until 24 October 2021), with a maximum of nine days and a sum of maximum € 4,500.
- 7.2 If a participant intends to withdraw from participating, he has the obligation to inform the Organisation as soon as possible.
- 7.3. The provision in the section 7.1 is 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, he has the obligation to inform the Organisation as soon as possible.
- 8. Cancellation or modification due to restrictions related to the corona virus**
- 8.1 In the event of force majeure, the Organisation can decide to cancel DDW 2021. The participant will be informed of such a decision as soon as possible. The Organisation cannot be held accountable for any losses or consequential loss suffered or to be suffered as a direct or indirect cause of a decision to cancel DDW 2021.
- 8.2 If adjustment of DDW 2021, in whatever form of scope, is necessary due to regulations of national and/or regional authorities related to the corona virus, the Organisation is not liable for any losses or consequential loss.
- 8.3 Participant is obliged to comply with any adjustments to its participation that are the direct consequence of regulations of national and/or regional authorities related to the corona virus. The Organisation is not liable for any losses or consequential loss that is the direct consequence of the aforementioned adjustments.
- 9. Publication**
- 9.1 The participant must ensure that all relevant information about the project has been submitted before 1 September 2021 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 location after 1 September 2021, the participant will be charged € 500 per DDW day (16 to 24 October 2021), with a maximum of 9 days and a maximum sum of € 4500, unless there is a case of force majeure as indicated in article 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 Organisation against any claims from third parties with regard to the publication of submitted images and details.
- 9.6 Participants keep the DDW programme team informed as much as possible of their own communication activities via programme@dutchdesignfoundation.com.
- 9.7 The Organisation takes care of the promotion, communication and coordinating organisation of DDW 2021.

- 10. Promotion**
- 10.1 Approximately 2 weeks before commencement of DDW 2021 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 Organisation.
- 11 Use of logo**
- 11.1 From the moment of approval for participation until six months after the end of DDW 2021 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 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 programme team, the DDW **participant** logo may not be used.
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- 12. Insurance and liability**
- 12.1 The DDW participant declares not to infringe any third parties' rights by live participation: copyright, trademark rights, model rights or any other intellectual property rights. If it is established that any intellectual property rights of third parties have been infringed, DDF is entitled to exclude the participant.
- 12.2 The participant indemnifies the Organisation, its employees and the programme team against claims from third parties.
- 12.3 The DDF Organisation has taken out a liability insurance for the entire design event: DDW 2021.
- 12.4 The participant is responsible for taking out adequate insurance for the design(s) with which he will participate in DDW. In addition, the participant is responsible for taking out adequate transport insurance for the transport to and from the event.
- 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 so that it does not compete with the applied for event. At DDW the exhibitions, activities and content are leading, not direct sales.
- 14. Opening days and hours**
- To keep the programme clear and comprehensible for DDW visitors the participant must comply with DDW's opening days and the minimum opening hours. These are from 16 until 24 October 2021 from 11:00-18:00 hours (with the exception of events that last 1 to 2 half days, like award events, experience events, launches, network events, seminars, talks, workshops).
- 15 Entrance costs**
- With exception of the approved participants in an activity with ticket sales as mentioned in section 5.3, the accepted participant is not allowed to charge an entrance fee unless the participant had submitted a written request to that effect to the Organisation, giving reasons, and the Organisation had given its written consent before the start of DDW 2021.
- 16. 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 Thursday 1 July 2021 and must start the permit application process before Thursday 1 July 2021 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 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.

- 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.
- 16.3 **Ketelhuisplein:**
This location is 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).
- 16.4 **Hospitality:**
If applicable, the participant is responsible for requesting a license for 'serving low alcoholic beverages' (article 35, Licensing and Catering Act) if applicable.
17. **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 2021. The data provided by the participant will be kept in adequately secured database systems that complies with current regulations.
18. **Final clause**
In matters and situations not provided for in these terms and conditions, the Organisation will decide.

Supplement: Contract Ketelhuisplein

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- 19. Rates Ketelhuisplein**
Small (10 - 50 m2) The rate for a stand up to 50 m2 is € € 140,- per m2, including 1x 3kW power connection, permit and night security on the Ketelhuisplein during the event.
Medium (51 – 100 m2) The rate for a stand from 51 to 100 m2 € 125,- per m2, including 1x 3kW power connection, permit and night security on the Ketelhuisplein during the event.
Large (101 – 250 m2) The rate for a stand from 101 to 250 m2 is € 110,- per m2,- including 1x 3kW power connection, permit and night security on the Ketelhuisplein during the event.
Other
 Other m2 are customised, see scale: 250 - 500m2, € 110,- per m2. From 500m2, € 80,- per m2.
Catering
 following prices apply for catering participants:
 Maximum 20m2, € 1975,-. Incl. 1x 3kW connection, permit and night security on the square during the event.
 All prices are exclusive of 21% VAT. Apart from the lot costs, every participant will be charged a participant fee (see article 5).
- 20. Payment of plot costs**
 20.1 Participant will receive an invoice by mail for the cost of the stand. The invoice has to be paid prior to DDW 2021.
 20.2 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. All invoices will be sent digitally. No invoices will be sent by mail.
 20.3 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 the Ketelhuisplein.
 20.4 After DDW, the invoice for possible additional facilities (such as the use of a tower wagon, additional lighting etc.) will be sent by email. The participant is obliged to pay this invoice within the payment term stated on the invoice.
- 21. 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 2021, 50% of the participation costs (as stated in article 7.1) and 50% of the costs of the Ketelhuisplein stand and ordered facilities;
 - In the case of cancellation on or after 1 September 2021: 100% of the participation costs (as stated in article 7.1) and 100% of the costs of the Ketelhuisplein stand and ordered facilities.
- 22. Location**
 22.1 The DDF organisation is at all times entitled to change the location of the stand at the Ketelhuisplein.
 22.2 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.
 22.3 The participant is responsible for ensuring safety in and around the lot as regards the objects placed at the lot. In case of doubt, the participant must contact the DDF organisation in advance and at all times follow the instructions of the organisation on the issue in question.
 22.4 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.
 22.5 The maximum sound level is 85 dB measured at 25 m from the source of the sound.
 22.6 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
 22.7 DDF provides security at night from Thursday, October 14 through Monday, October 25, between 18:00 and 10:00 hrs. DDF is not liable for any damage due to theft or vandalism.
- 23. Permits**
 The deadline for the permit application is the 1st of July. Before that date the DDF organization needs all the information relevant for the permit.

	23. Fire Safety Requirements
	23.1 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 DDW organisation.
	23.2 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 DDW organisation.
	23.3 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.
Pagina 7/7	23.4 Volatile liquids and gasses Storage of volatile substances and gasses the plots are forbidden.
	23.5 Fire reels and fire extinguishers In the case of a calamity, participants will always have alert the DDF organisation. Fire reels and fire extinguishers in the plot must always be kept free.
	23.6 Own responsibility Should the fire brigade reject your stand/plot at its inspection, then this 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.
	24. Final clause
	24.1 In matters where these regulations do not provide, the DDF organisation will decide.