



# TERMS AND CONDITIONS

Messe München GmbH is the organizer of ISPO BRANDNEW Digital 2017.

Participation is open to all digital brands of the sports business that have not been listed as an exhibitor at ISPO MUNICH before and are founded in 2013 or later.

## DEADLINE

Submission deadline for ISPO BRANDNEW Digital 2017 is January 9th, 2017.

## APPLICATION

The only applications accepted are those completed and submitted by the deadline. The application form has to be filled in online ([ispo.com/brandnew](http://ispo.com/brandnew)).

The materials (listed below) need to be submitted digitally (e-mail, download link). There is no application fee for ISPO BRANDNEW Digital applicants. If necessary, test accounts for the digital services need to be provided by the applicants before the deadline.

All entries need to provide the copyrights of the work's intellectual property. When submitting photos, text and additional information, applicants grant Messe München GmbH the right, not subject to any temporal, geographical or content restrictions, to exercise all copyrights and ancillary copyrights. This includes all types of usage, particularly advertising and PR carried out around ISPO BRANDNEW Digital. Messe München GmbH reserves the right to sublicense the content mentioned above. All applications must be in English. Any applications in other languages will not be considered.

Required information for a valid application are:

- Complete company information
- Complete contact details of person responsible for the entry
- Product name and description
- Test accounts and/or product for the organizers to grant an uncomplicated jury meeting
- Logo (vectorized, ai or eps)
- Two high quality screenshots (300 dpi, A4, jpg)

- A video (max. 5 min. in English, Format: avi, mov, mp4, mpeg, HD 1920 x 1080) explaining the submission

Optional, but potentially a key factor for the jury:

- Marketing concept / advertising material
- Patent

Logos, photos and videos submitted in other formats as described above are considered as not entered.

## COSTS

No participation fee will be charged for the ISPO BRANDNEW Digital application.

ISPO BRANDNEW Digital Finalists get a free presentation at ISPO MUNICH. The location is next to the ISPO BRANDNEW Village and is designated by Messe München GmbH. Lighting, electricity, presentation display and carpet are included in the package. The winning companies have to bear all other costs like screens, accommodation and additional branding. The Messe München GmbH is the contract partner for all applications of ISPO BRANDNEW Digital.

## OVERVIEW OF AWARDS AND BENEFITS

There is one Winner and a number of Finalists. The number of announced Finalists is up to the jury. ISPO will promote the Winner and Finalists with an extensive PR and communication benefits package.

## OVERVIEW OF BENEFITS:

	FINALISTS/WINNER
Label	✓
Pins	✓
Website Presence	✓
Exhibit ISPO MUNICH	✓
PR and promotional measures	✓

## JURY

The decisions of the jury are not subject to appeal. The jury meeting will be held in January 2017. The judges commit to confidentiality on all entries until the official announcement of the Finalists. The final judging will be done during ISPO MUNICH.

## SHIPPING

Participants are responsible for all shipment and insurance costs. If a product is submitted, it must be insured over the entire course of the application, from the time of shipment to the time of return. Messe München GmbH is not responsible for any damage or loss of submitted products or documents. Please ensure that if you send in a product, taxes and custom duties for all submissions are paid in advance and that packaging is reusable. Participants are responsible for all import and export customs fees.

In case of any unpaid fees falling upon the organizers, the applicant will be billed by Messe München GmbH. For ISPO BRANDNEW Digital participants, all product returns will be handled at Messe München during the ISPO MUNICH 2017 show.

Submissions with a product or test account will only be considered if they are received by the deadline.

## CANCELLATION OF THE CONTRACT

If the confirmation form, sent by Pascher+Heinz, was signed, the company agreed to attend ISPO MUNICH 2017. By accepting the terms and conditions on the website during the application via the submit-button, the application is valid. Should an ISPO BRANDNEW Digital Finalist declare its withdrawal from the given event, Messe München GmbH is, irrespective of whether the ISPO BRANDNEW Digital Finalist concerned has the right of cancellation, entitled to otherwise dispose of the rented space. Any ISPO BRANDNEW Digital Finalists cancelling its participation without being entitled to do so and, as such, defaulting on fulfillment of contract without good reason, is to pay Messe München GmbH a handling fee. Messe München GmbH's right to claim further damages remains unaffected. The ISPO BRANDNEW Digital Finalist can demand that the flat rate compensation be reduced if it proves that Messe München GmbH has incurred fewer expenses. Messe München GmbH is entitled to withdraw from the contract or to terminate the contractual relationship without notice if the contract was based on incorrect or incomplete statements by ISPO BRANDNEW Digital participants, or, if at a later date, ISPO BRANDNEW Digital participants no longer fulfill the conditions of this contract. All ISPO BRANDNEW Digital participants need to prove their data or statements if required by Messe München GmbH.

## PRIVACY POLICY

All applications are subject to the Privacy Policy of Messe München GmbH.

## LIABILITY AND OTHER PROVISIONS

Messe München GmbH is liable for personal injury (damage arising from injury to life, body or health) caused by neglect of duty for which Messe München GmbH, its legal representatives or employees are responsible, as well as for other damage caused by intentional or grossly negligent breach of duty by Messe München GmbH, its legal representatives or employees. Messe München GmbH is also liable for any damage caused by negligent breach of cardinal duties by Messe München GmbH, its legal representatives or employees. In these cases Messe München GmbH is liable only if the damage is typical damage and not consequential damage and then only up to at most EUR 50,000 per claim. This limitation of liability applies only to entrepreneurs, legal persons under public law or special funds under public law.

On the presentation of a legally final and binding judgment or court order, Messe München GmbH is entitled to exclude entries which breach protected rights of others (e.g. plagiarism, unauthorized copies, forgery) from the competition concerned at any stage. In this case Messe München GmbH has the right to retrospectively revoke awards already given for such entries.

If the applicant is a trader, legal person under public law or special fund under public law, Munich is considered the place of performance, for all financial obligations too. Only German law applies.

## COPYRIGHT

All ISPO BRANDNEW Digital finalists need to provide the copyrights of the work's intellectual property. For photos, text, and additional information, finalists grant Messe München GmbH the right, not subject to any temporal, geographical or content restrictions, to exercise all copyrights and ancillary copyrights for advertising and PR carried out around ISPO BRANDNEW Digital 2017, by accepting the terms and conditions.

All finalists shall ensure that their work will infringe no third-party industrial property rights; and the finalists shall fully indemnify Messe München GmbH from third-party claims resulting from any such infringement. Messe München GmbH reserves the right to sublicense the content mentioned above.