PARTICIPATION TERMS & CONDITIONS
(Participation Agreement)

Lotte

"StaroNature Design Contest"

Between Lotte Advanced Materials Europe GmbH ("Organizer"), registered with the commercial register (Handelsregister) of the local court (Amtsgericht) of Eschborn under HRB 105190, with business address at Kölner Str. 12, 65760 Eschborn
- “Lotte” –

and

Entrants of the Design Contest (including Designers, Architects and Students who are studying in the same field) -“DESIGNER”or "participants" -

Lotte and DESIGNER - each a “Party” and collectively “Parties” -

Preamble

1. Lotte is a worldwide Korean company. Founded 50 years ago in Seoul, South Korea, the company has successfully developed through acquisitions and partnerships – especially in Asia– to become a world leader in the chemical, construction, tourism, retail, finances and food industries.

In Europe, Lotte Advanced Materials Europe GmbH in Eschborn is responsible for STARON® Solid Surfaces sales, marketing and consultancy.

2. Lotte has launched the StaroNature Design Contest; a twist on the brand name Staron entwined with nature, which encourages innovation and product development that pushes the boundaries of design. With the increased awareness of protecting our environment at the forefront of customer’s minds, all entries should show a new Staron solid surface design inspired by the importance of nature.

3. Architects and Designers intend and wish to participate in the Design Contest.
4. Lotte intends to use the Entries and the submitted Design of the participating Architects and Designers through any media for the purposes of administering the Design Contest and any associated marketing and promotion of the Design Contest.

5. These Participation Terms & Condition (“Agreement”) set out the terms and conditions of Designer’s participation in the Design Contest and the acquisition of exploitation rights.

BY PARTICIPATING IN THE DESIGN CONTEST, THE DESIGNER AGREES TO THE TERMS OF THIS AGREEMENT.

1. DESIGN Contest

1.1. The Design Contest was launched by Lotte in order to spread out the brand power of Staron.

1.2. Lotte is looking for outstanding, creative and distinctive designs to demonstrate how the nature and Staron make a perfect balance when combined together.

1.3. A description of the Design Contest including the schedule and further information can be found on the website via which the Design Contest is administrated.

In case of any deviation of and between the content on the website and the terms and regulations in this Agreement, the terms and regulations in this Participation Agreement supersede.

For the avoidance of doubt: Above and beyond this Agreement, Lotte assumes no responsibility for any content on or in connection with the website.

1.4. Lotte reserves the right to change and/or amend the Participation Agreement if necessary to achieve its purpose and/or the successful realization of the Design Contest. Lotte is required to inform DESIGNER of any changes and/or amendments in the Participation Agreement immediately.

2. DESIGN CONTEST PROCEDURE

The Design Contest will be conducted as follows:

Non-Compliance with the requirements set out of below may lead to a disqualification from the Design Contest.

2.1. The dates listed below (except the Closing Date) are preliminary and may be subject to change. Lotte will inform the participants of any date changes in a reasonable manner.

Applications must be submitted within the application submission period of 15 October 2019 to 31 December 2019. The Design Contest will run until 23.59 GMT on December 31, 2019 (Closing Date). Entries received after that time will not be considered.

The submitted design work will be evaluated from 6th January to 9th February 2020. The public voting period will be announced on 21st January 2020 to the selected candidates by e-mail. The evaluation will be done as following standard and its portion:
1st Round (All)
By Lotte (100 %)

The experts of Lotte will check the fabrication availability in participants' design and assess the subject suitability. The evaluation team consists of the professionals who have more than 10 years of experience in Staron as well as the related industry. According to their assessment, maximum 20 application will proceed to the next round.

2nd Round (max. top 20)

A professional jury team will evaluate your application in terms of the subject suitability and the quality of your design. Their evaluation will largely reflect at the level of 70 % to the final result. At the same time, the public will vote the best design, and this is to see the general preference. Each individual can only vote and this will influence around 30 % of the result.

2.2. Participation in the design contest requires that the applicant either apply via submission portal on the website or send an e-mail to "staroncontest@lottechem.com" with the subject "StaroNature Design Contest" taking into account the mandatory information: name, address and e-mail address transmitted.

Participants are obliged to produce a design work followed by the given guideline and submit it with the specific concept description to the organizer.

- Segment options
  - Commercial/ Residential/ New application

- Theme options
  1) A new Staron design inspired by nature;
     a stand-alone imaginative object inspired by nature using Staron.

  2) A new Staron design which shows balance between nature and Staron;
     an imaginative object using a combination of Staron and a natural material such as wood, water or plants.

  3) A new eco-friendly product;
     an innovative and practical object created using Staron to improve our environmental footprint.

If the design work include other materials other than the product of organizer, specific information for those materials must be clearly informed in the application.

2.3. Participants shall submit all elements of an entry in the English language. The design works submitted during the design contest must not be conclude any of obscene, offensive, defamatory, ethically offensive, glorifying violence, pornographic, harassing, unsuitable for minors, racist, incitement to the public, xenophobic, right-wing radical and / or otherwise objectionable. An
infringement may result in the exclusion of the participant according to point 5 of these conditions of participation.

2.4. Of all validly submitted Entries, Lotte will select 20 (twenty) shortlisted Entries (“Shortlisted Entries”). The names of the DESIGNERS of the Shortlisted Entries will be announced by email.

2.5. Of all 20 Shortlisted Entries, the jury will then select 6 (six) finalists (or as soon as practicable afterwards) and publish their names on the website (“Finalists” or “Winners”).

2.6. The participants who uploaded the Shortlisted Entries (“Shortlisted Designers”) and the Finalists will be informed individually via the contact details provided with the Entry.

2.7. The 6 (six) Finalists or their representative need to be personally available for the final event. The prize will only be given to the winner personally or to a representative authorized by the winner on presentation of an official identity document. If the participation of the winner for legal or actual reasons is not possible, the organizer is entitled to choose another winner; the profit entitlement expires to that extent. The prize will be granted within 3 months after the notification of the winners.

2.8. The winners (Finalists) will also be invited to a photo-shoot or an interview for the promoter's advertising campaign at the provided e-mail address. The images created in this frame can be used as follows:
- Representations of commercial and editorial nature on the website of Lotte and other partner sites
- Social media platforms
- Advertisements of the organizer
- Print publications/ Press releases
- Flyer of the organizer

2.9. The 6 (six) Finalists need to send a suitable portrait photo to Lotte via email.

3. AWARDS

The Winners of the Design Contest is awarded an amount of

1st prize (1 person/group): 10,000 EUR
2nd prize (2 people/groups): 4,000 EUR / each
3rd prize (2 people/ groups): 2,000 EUR / each
New Application Prize* (1person/group): 3,000 EUR

If there are not sufficient pieces to be awarded, the final number of awarders may be changed but only as an exceptional case.
Awards must be claimed within 60 days of announcing the winner(s). If awards are not claimed, Lotte reserves the right to offer the award to another participant or to withdraw the unclaimed award.

Each country may have different regulation in prize money. Therefore, Lotte and the designers are agreed that Lotte is not responsible for the tax resulting from the prize money. The winners have to check if the prize money is taxable and pay eventually arising taxes by themselves. Lotte reserves the right to deduct the tax from the prize money if Lotte is liable to deduct tax at the time of payment.

* New Application Prize will be granted to the person who submit the most innovative and creative field of application especially among the participants with the theme (3) from 2.2.

4. PARTICIPATION

4.1. Only one (1) Entry per person or group with residence address in EU.

4.2. Each DESIGNER participating in the Design Contest has to be of full legal capacity in their respective jurisdiction, at least 18 years of age.

4.3. The Design Contest is exclusively addressed to traders within the meaning of Article 2 (2) DIRECTIVE 2011/83/EU. The DESIGNER declares and guarantees to participate in the Design Contest and enter into this Agreement for purposes relating to his trade, business, craft or profession.

4.4. The jury reserves the right to reject any Entry it considers to be incomplete or to contain inappropriate content, which is not submitted with a sufficiently good standard of English or breaches the Terms.

4.5. Lotte does not accept liability for any Entries or parts thereof which are not (completely and/or partially) received or lost regardless of the cause.

4.6. If submitting a Design created by more than one individual, it is a condition of entry that each individual agrees to be bound by the terms of this Agreement. The DESIGNER will inform disclose to Lotte any third-party contributor or collaborator in the Design. Lotte may request from the DESIGNER this Agreement in written form signed by the DESIGNER and/or any third-party contributor or collaborator in the Design at any stage.

4.7. By entering the Design Contest DESIGNER confirms that he/she has the authority to do so, including permission from any third-party rights holders. Entries must not infringe the rights of any third parties and DESIGNER shall hold Lotte harmless from any infringement of third-party rights.

5. JURY

The jury’s decision is final. No discussion will be entered into. The decision may not be reviewed or challenged.

6. OWNERSHIP / RIGHTS (PARTICIPATING DESIGNERS)

6.1. “Content” within this Agreement shall mean all images, videos, audios, drawings, sketches, pictures, photos, descriptions, texts, interviews, concepts, designs, interfaces and other material of Designer submitted or provided in connection with the Design Contest as well as all of the versions,
results and proceeds thereof in whatever stage of completion as may exist from time to time, in particular the submitted Design.

6.2. DESIGNER hereby grants and procures that any third-party contributor or collaborator grants a worldwide perpetual irrevocable, transferable, license to Lotte, to distribute, print, exhibit, display, publicly perform, broadcast (via radio, TV and/or any other technical means/systems), reproduce and alter the Content in any manner through any media for the purposes of administering the Design Contest and any associated marketing and promotion of the Design Contest and to permit any other person, firm, or corporation to do any or all of the foregoing.

6.3. DESIGNER hereby acknowledges and agrees that Lotte will have the perpetual nonexclusive right to use and to authorize others to use the Designer’s names (including professional name or nickname), approved biographical material, photographic and video material, interviews in the distribution, advertising, publicity and promotion the Design Contest.

6.4. Explicitly transferred under clause 6.2 above is also the right to use the Content in an above-the-line TV Commercial (“TVC”). DESIGNER grants to Lotte the transferable right to use the Content in order to create a TVC for broadcast and all other media within worldwide.

6.5. It is expressly agreed and understood between the Parties that Lotte has the right to use images/videos taken of the Content subject to clause 6.2 above. (For the avoidance of doubt all rights in DESIGNER’s Content itself are owned by DESIGNER.)

6.6. DESIGNER hereby waives and procures that any third-party contributor or collaborator waives its entitlement to be named as the originator and author of the submitted Content in connection with the licensing of rights and any exploitation act subject to clause 6.2.

6.7. Subject to the DESIGNER not advancing to the second round of the Design Contest (Shortlisted Entries), the license granted at 6.2. above shall terminate at the end of 2020.

For the avoidance of doubt: Except with respect to the Shortlisted Entries subject to clause 7, Lotte will not exploit any rights transferred following termination of the license pursuant to this clause 6.7; stop any current exploitations as of the time of such termination; and refrain from any future exploitations of such rights as if the relevant rights have never been transferred to Lotte. Lotte is not obliged to delete the Content from third-party platforms or services (e.g. Google Cache) of the time of such termination and thereafter.

7. DESIGNER’S FURTHER OBLIGATIONS

7.1. DESIGNER shall:

- at any time provide true and complete information on and about him during all registration procedures and/or requests for information for and in connection with the Design Contest, and agree to use his/her name and the name of company together with the submitted designs for the promotion of Lotte.

- ensure that all his activities undertaken in connection with this Agreement and/or his participation in the Design Contest fully comply with all relevant laws and regulations.
- participate in the Design Contest in a professional manner, with all due care, skill and diligence.

- undertake to comply fully with the reasonable requirements of Lotte with regard to the Design Contest.

- participate without using any third-party brands, logos, trademarks, trade names or other representations (“Branding”) and shall follow any further instructions of Lotte in relation to any Branding that is agreed to appear in connection with the DESIGNER’s participation in the Design Contest.

7.2. DESIGNER shall not:

- do, nor authorize to be done, anything which, in Lotte’s reasonable opinion, disparages Lotte, its respective management, administration, its respective affiliates, or products published by Lotte and its affiliates; vice versa Lotte will not disparage DESIGNER.

- use, authorize the use or assist in the use if the materials of Lotte without the relevant party’s permission. This includes use of LOTTE or its brand and any other materials created by Lotte in respect of the Design Contest.

- act in any way, which could harm the brands, trademarks or other proprietary rights of Lotte.

- institute legal or other proceedings in the name of Lotte nor as agent for, or on behalf of the above.

8. EXCLUSIVITY

DESIGNER guarantees that he will not present, advertise, promote or otherwise display the Content to or towards any other party until the end of the contest, unless authorized to do so by prior written approval of Lotte.

9. WARRANTIES AND REPRESENTATIONS

9.1. DESIGNER warrants, represents and undertakes to Lotte, as well as guarantees, by means of an independent guarantee pursuant to § 311 para 1 German Civil Code (BGB) (selbständiges Garantieversprechen), that:

9.1.1. he has all necessary rights, licences, permissions, power and capacity to enter into this Agreement and to perform the obligations hereunder and in so doing, is not in breach of any obligations nor duties owed to any third parties and will not be so as a result of performing its obligations under this Agreement namely that his participation under this Agreement do not infringe the rights of any third party;

9.1.2. he has obtained or will obtain any and all necessary approvals and consents of third parties;
9.1.3. he is not aware, as at the date of this agreement, of anything within its reasonable control that may, or will, adversely affect its ability to fulfill its obligations under this Agreement;

9.1.4. he has full power, right and capacity to grant and assign to Lotte those rights set out in, and in accordance with, clause 6 and 7.

9.2. DESIGNER hereby indemnifies and holds harmless Lotte, its officers, directors, employees, contractors and agents (“Indemnified Parties”) on demand from and against any and all claims, losses, damages, costs, judgments, penalties and expenses of any nature whatsoever (including reasonable legal Fee and disbursements) obtained against, imposed upon, incurred or suffered by any of them arising from, and/or in connection with, any dispute or other claim(s) or proceeding(s) brought against the Indemnified Parties (or any of them) on the basis of the breach of any guarantee given by DESIGNER subject to this Agreement.

9.3. The provisions of this section 10 shall survive this Agreement and shall continue to have full legal force and effect without limit in time.

10. CONFIDENTIALITY

10.1. DESIGNER shall not, at any time during or after the Term, use, divulge or communicate to any third-party or to the media (including public announcements and press releases) any confidential information of Lotte, which may have, or may in the future, come to its knowledge.

10.2. Nothing in this Agreement shall prohibit Lotte from making any public announcement(s) relating to this Agreement. The provisions of this section 11 shall survive expiry of this Agreement and shall continue to have full legal force and effect without limit in time.

11. MISCELLANEOUS

11.1. Changes to Design Contest: Lotte reserves the right to suspend, cancel or amend the Design Contest where it becomes necessary to do so, without liability to you or any third party.

11.2. Data Protection: By entering the Design Contest you agree that any personal information provided by you may be held and used by Lotte and its agents-suppliers to administer the competition.

11.3. Charges: There is no charge to enter the Design Contest, however, entrants are responsible for their own access charges that may be charged by third parties, such as internet providers.

11.4. This Agreement constitutes the entire agreement between the Parties and supersedes any and all previous agreement or arrangement between the Parties relating to the subject matter hereof.

11.5. DESIGNER is an independent person with respect to Lotte, and nothing in this Agreement shall be construed to place the Parties in the relationship of employer and employee, principal and agent, partners or joint venture partners.

11.6. DESIGNER shall not assign at law or in equity (including by way of a charge or declaration of trust), sublicense, transfer, charge or deal in any other manner with this Agreement or any rights or obligations under this Agreement, or sub-contract any or all of its obligations under this Agreement or
purport to do any of the same unless approved by Lotte in writing. Lotte shall not assign at law its payment obligations hereunder.

11.7. No delay, indulgence or omission in exercising any right, power or remedy provided by this Agreement or by law shall operate to impair or be construed as a waiver of such right, power or remedy or of any other right, power or remedy.

11.8. Any and all Schedules referred to in this Agreement or submitted under this Agreement are an integral part of this Agreement.

11.9. Wherever this Agreement includes English terms after which either in the same provision or elsewhere in this Agreement German terms have been inserted in brackets and/or italics, the respective German terms alone and not the English terms shall be authoritative for the interpretation of the respective provisions.

11.10. This Agreement and its execution shall be exclusively governed by German Law (without regard to the provisions of German conflict of laws rules).

11.11. All disputes arising out of or in connection with this Agreement, its validity or its enforceability shall — if the DESIGNER is a commercial designer or if the DESIGNER has no place of general jurisdiction in Germany — be finally and exclusively settled in accordance with the Arbitration Rules of the German Institution of Arbitration (DIS) without recourse to the ordinary courts of law. The place of arbitration is Frankfurt am Main. The number of arbitrators is three. The language of the arbitral proceedings is English. The applicable substantive law is German law.

11.12. In case any provision in this agreement is or becomes invalid or incomplete this will not affect any other provision within this Agreement.

12. Privacy

12.1. The personal data submitted by the applicants will be stored for three years if there is no specific request for deletion, and used solely to identify the participants and winners of the design contest and its implementation. The personal data include all information about the applicant's personal or factual circumstances, which provides information on his behavior or characteristics, such as name, address, telephone number or e-mail address.

12.2. Without the express consent of the applicant, most of the data will not be passed on to third parties who are not involved in the preparation and execution of the design contest.

12.3. The processing and use of the data of the applicant takes place in compliance with the legal data protection regulations. It is the applicant at any time, by revocation under

Lotte Advanced Materials Europe GmbH, Kölner Str. 12, 65760 Eschborn, Germany

E-mail: staron.eu@lottechem.com

+49 (0) 6196 77 272 74 or +49 (0) 6196 77 272 78

To revoke the consent to the storage of his data and thus to withdraw from participation in the Design Contest. The applicant can also turn to our Privacy Department if he needs information on the data stored about him or if he wants to have it corrected.
12.4. All personal data of the applicant who was not selected as participant will be deleted after identification of the participants. The personal data of the participant whose design work has not been selected will be deleted three months after the winners have been selected.

12.5. Online voting is not affiliated with the subcontractor, it is not sponsored, supported or organized by Facebook. If the subcontractor collects data, Lotte is not responsible for this. The participant has to inform himself about the privacy conditions of the subcontractor. To prove the fairness of the voting system, we can require the geographic locations of the voters but the further information will not be able to given due to the regulation.