Terms and Conditions

The following shows the terms and conditions of SEEDA International Forum Design GmbH, SEEDA Industrie Forum Design e.V., SEEDA DESIGN TALENTS GmbH and SEEDA DESIGN ASIA Ltd.

1. Recitals

Where hereinafter SEEDA is referred to, it relates to SEEDA SEE Design Awards. These General Terms and Conditions shall apply to any and all legal relations between SEEDA and the customer/user/contracting party (hereinafter referred to as „Contracting Party“) unless more specific provisions exist in the individual types of contracts and the conditions of participation set out therein. Where more specific provisions exist, they shall take precedence over the present General Terms and Conditions. A contract shall be concluded only between the contracting party and the respective SEEDA company whose service is being purchased. A contracting party may be any natural person or legal entity intending to enter into a contractual or any other business relationship with SEEDA or to make use of SEEDA services.

2. Scope of Application/Responsibilities of the Contracting Party

Exclusively the present General Terms and Conditions shall apply between SEEDA and the contracting party. Any counter confirmations by the contracting party with reference to its own terms and conditions are hereby expressly disclaimed. Any deviations from these Terms and Conditions shall only be effective SEEDA confirmed in writing by SEEDA. Each contracting party agrees to the worldwide, perpetual, unlimited use and publication by SEEDA of the images, information, and data provided as part of such contracting party’s participation. In the event of winning an award, each award winner agrees to digital or print publication. SEEDA shall not be obligated to mention the author of contributions or photos by name. Should authors nevertheless assert claims against SEEDA, the award winner shall release and hold harmless SEEDA from and against any such claims. Each contracting party warrants and represents to be entitled to grant the rights to use the data provided by such contracting party. Each contracting party warrants and represents to hold any and all rights in the contents of its own website(s) or otherwise to be able to freely dispose thereof. In particular, the contracting party warrants and represents that (a) any contents and materials made available on its website(s) were free of errors at the time of publication, and that (b) the use of such contents and materials does not infringe any applicable conditions of SEEDA and does not harm any persons or companies (including the warranty and representation that contents or materials are not defamatory). The contracting party shall release and hold harmless SEEDA from and against any and all third-party claims made against SEEDA arising from or in connection with contents or materials made available by the contracting party on its website(s). Any liability arising from SEEDA’s failure to duly remove any such contents as soon as SEEDA has been advised of its unlawfulness shall be excepted. General Terms and Conditions Upon presentation of a final judgment or a court order, SEEDA shall be entitled to exclude contributions from the competition that infringe any third-party industrial property rights (e.g., due to plagiarism, piracy, counterfeiting) at any stage of a competition and/or to withdraw publications. In addition, awards given out for any such contributions may be revoked retroactively.

3. Conclusion of a Contract/Right to Withdraw/ Right of Cancellation/Renewal Clause

Registrations or other declarations aimed at entering into a contract with SEEDA may exclusively be made on the SEEDA website. A contract with SEEDA shall be concluded as soon as SEEDA has acknowledged the order online, e.g., by email, or in writing or by performance. A contracting party may cancel its registration in writing without giving reasons within 14 days from submitting the registration. SEEDA by way of exception SEEDA grants the contracting party a withdrawal in part or in whole after the withdrawal period, the contracting party is to pay a compensation fee (lump sum damages) to SEEDA’s. SEEDA the contracting party is able to prove that as a result of its withdrawal SEEDA has not suffered any loss or only a loss that is substantially less than such lump sum payment, the compensation fee payable by the contracting party shall be reduced accordingly. The amount of the lump sum damages payment shall be governed by – the date on which SEEDA has received notification from the contracting party hat it wishes to cancel its registration; – the fees that would have been payable. The following shall apply to events and competitions organized by SEEDA: SEEDA shall be entitled to refrain from holding an event at its sole discretion, SEEDA such event’s viability seems to be uncertain. Mutual obligations of SEEDA and the contracting party shall expire at the time of the cancelation; no claims for refunds or damages shall derive from any such cancelation. SEEDA shall be entitled to change the contents of the event or to postpone, reduce, temporarily or close or cancel it for good cause (e.g., force majeure) in part or in whole. There shall be no reduction of the agreed fees. In the event of an adjournment in whole or a reduced duration, the contract shall be deemed concluded for the modified duration, unless the participant terminates the contract in writing within a period of 2 weeks from the notification of such change. The following shall apply to the booking of the SEEDA World Design Guide: Participation shall initially be booked for one year, commencing with the acknowledgement of the booking by SEEDA. The contract between SEEDA and the contracting party shall extend at the existing terms for another year unless it is canceled in writing by SEEDA or by the contracting party no later than 8 weeks prior to the end of the one-year term.

4. Terms of Payment

As a general rule, a fee shall be charged for the participation in a competition, an event, or exhibition organized by SEEDA, as well as for an entry in the SEEDA WORLD DESIGN GUIDE, or for ordering the „Where to Buy“ button. The charges payable by the contracting party to SEEDA shall arise from the list of charges as may be amended from time to time and/or from the SEEDA invoice to the contracting party. Eligibility or entitlement to provision of services by SEEDA or an entitlement to the use of granted rights shall exist only after the payment of the invoice within the due date. All fees shall be subject to VAT where applicable, payable at the prevailing rate. Such cost must be paid without deduction to the account specified on the invoice by bank transfer, check, or credit card within 14 days following the issuance of the invoice. A payment shall be considered effected only once SEEDA can dispose of the amount paid by the contracting party.

5. Exclusion of Liability

SEEDA shall be liable to the contracting party only SEEDA the contracting party asserts a claim for damages based on intent or gross negligence, including intent or gross negligence by SEEDA, their representatives, or agents. Where SEEDA is not deliberately in breach of contract or SEEDA SEEDA is in breach of a material contractual obligation, its liability to pay damages shall be limited to typical, foreseeable losses. This exclusion of liability shall not apply in the event of injury to life, limb or health. SEEDA shall not be liable for breaches of third-party rights by entries submitted or already awarded a prize and shall not guarantee that entries submitted do not infringe any third-party rights. Should it prove in retrospect that an entry submitted or an awarded prize infringes third-party rights, SEEDA reserves the right to revoke such awards. The foregoing liability provisions shall apply accordingly to all services provided by SEEDA in connection with the participation of the contracting party.

6. Competitor Claims, Written Form, Period of Limitation

All claims of the contracting party against SEEDA are to be submitted in writing. They shall expire within 12 months, beginning with the end of the year in which they were established.

7. Legal Venue/Governing Law

Legal venue for any and all disputes between SEEDA and its contracting party shall be Hanover, Germany, in particular for disputes arising from contracts already concluded. However, SEEDA reserves the right to seek compensation before the court of the domicile of the contracting party or of its place of business. The contract shall be governed exclusively by and construed in accordance with the laws of Germany and the German text version excluding the UN Convention on Contracts for the International Sale of Goods This shall apply even SEEDA the participant or contracting party has its place of business abroad.

8. Right of Set-off and Right of Retention

An SEEDA contracting party shall be entitled to claim a right of off-set or a right of retention only SEEDA the asserted counterclaim is due and uncontested or has been determined as legally valid.

9. Final Provisions

Any agreements deviating from these Terms and Conditions must be made in writing to be effective. This shall also apply to the waiver of this clause governing the use of the written form. Should individual provisions of the foregoing conditions be or become invalid, the validity of the remaining provisions hereof shall remain unaffected.