



## **GLASSBERRIES DESIGN AWARDS 2023**

**11<sup>th</sup> EDITION**

### **CONTEST RULES**

BA GLASS PORTUGAL, S.A., a company incorporated under the laws of Portugal, having its registered office at Avenida Vasco da Gama, 8001, 4434-508, Avintes, registered in the Portuguese commercial registry under the sole number 500041393 (hereinafter referred to as "BA").

#### **1. Scope of the Contest**

The "Glassberries Design Awards" (hereinafter referred to as "Contest"), sponsored by BA, aims to promote the participation of young designers in the field of product design, specifically for the glass packaging industry. It also intends to present new talents to the industry with special focus on their original work, which should respect the core principles of the Contest: strong identity, creativity, innovation, and sustainability.

For the purposes of entering the Contest, the applicants shall submit the design, technical specifications and any other data deemed important (hereinafter "the Project") through the platforms and under the terms and conditions defined herein and in any other documents that are an integral part of these Rules and that are attached hereto.

#### **2. Contest Phases**

2.1. The Contest has the following phases as described below:

- 2.1.1. Briefing
- 2.1.2. Participant's Eligibility and Enrollment;
- 2.1.3. Technical meeting;
- 2.1.4. Submission of Projects;
- 2.1.5. Selection of Wining Projects;



#### 2.1.6. Award Ceremony.

### 3. Briefing

The first stage of Contest procedure consists in a briefing provided by BA to all the Candidates explaining the scope of the contest, its rules, criteria and requirements to be observed and complied with, among any other relevant information. The attendance to the briefing is optional and it will not prevent any Candidate to participate and submit the relevant project.

### 4. Eligibility and Enrollment

- 4.1. All young designers can apply for the Contest and compete, provided their educational institution was invited to participate in the year to which the contest relates to and considering the subject assigned to each class or institution.
- 4.2. All applicants must complete an Enrollment Form available on the contest website at <http://www.glassberriesawards.com/> in the menu “Participations”. The applicant will only be included in the Contest after his/her enrollment is validated by BA.
- 4.3. After the enrollment of the applicants is validated/confirmed by BA, each applicant approved by BA will be a participant (hereinafter “Participant”) and must submit one and only Project.
- 4.4. Individual and two group members’ (“Group”) Projects will be accepted. For Group’s Projects only one Enrollment Form shall be submitted and the requested information for both participants must be filled in accordingly.



- 4.5. For conflict of interests' purpose, Candidates must not be:
- a) Family members of any person related to the organization or sponsorship of this Contest;
  - b) Family members of the judge panel;
- 4.6. Any Candidates which do not meet the above set requirements will not be accepted and, in the event, they were approved by BA and become Participants they shall be disqualified immediately after the acknowledgment of the conflict of interests.

## **5. Competing Projects - admittance**

- 5.1. The Projects must be submitted in English in the Contest website in the format referred to in Section 6 below until the **23h:59min of May 15th, 2022 (GMT +0 hours)**.
- 5.2. All Projects submitted should comply with the Briefing's requirements available in the Contest website.
- 5.3. Any Project submitted after the deadline set forth in the previous subclause 5.1. will not be admitted.
- 5.4. All the files requested to be submitted in the Section 6 below cannot have any type of information that can reveal the Participant's identity by any means.
- 5.5. Upon submission on the website, each Project will be attributed a number. From that moment on, each Project will be treated and referred to by the attributed number to ensure anonymity and that the judge panel evaluates the Projects on an impartial manner.



## 6. Technical Specifications

6.1. The Projects must be submitted in A2 template form, which BA will make available in the Participants Area on the website <http://www.glassberriesawards.com/>

6.2. The files supporting the Project must be submitted as a whole package and include the following documents

- a) EPS file of the A2 template provided by BA with the final artwork of the project;
- b) JPEG file with the same content of the EPS file previously requested;
- c) IGS file with the 3D models used to make the previous files requested.

For sake of clarity, the submission of the files mentioned in paragraphs a) to c) above is mandatory. If the Participant does not submit such files his/her application will be cancelled with immediate effects.

6.3. Participants may use packaging decoration to enhance their work. However, if the decor is not of the Participant's authorship the respective source and/or author must be mentioned in both EPS and JPEG file.

6.4. By submitting the application, the Participants warrant that their Project and its inherent copyright or any other rights, do not infringe the rights of third parties and, consequently, accepts any and all liability for any indemnity, compensation or damages that may be claimed from BA for any infringement or use of the said rights.



6.5. BA will evaluate the Projects according to the contest criteria and will not independently assess any possible infringement of any third parties' rights by the Participants. However, BA reserves the right, at any moment, to disqualify or exclude any Projects that represent any potential risk of third parties' rights infringement.

## 7. Plant Visit

The Candidates and the respective professors from the participating schools may visit one of the local BA production plants, on a date to be agreed with BA at least 4 weeks prior to the end of the Project submission deadline, in order to allow the Candidates to get familiarized with the material (glass) and the manufacture process. This visit is not mandatory and does not constitute criteria for selection, admittance or approvals.

## 8. Jury and Selection

8.1. All Participants should submit their projects for evaluation.

8.2. For the final decision, there will be 2 consecutive selection stages, as follows:

### 8.2.1. First Stage:

a) A selection of up to 10 Projects will be made by each educational institution namely by the Professor of each educational institution responsible for the design subject, identifying, among the 10 projects selected, 2 Projects susceptible to BA's *veto right*. For sake of clarity, BA may exercise a *veto right* for 2 Projects, meaning that, if and when this occurs, BA can replace the 2 projects that were subject to a veto with another non- selected projects up to the maximum of 2 projects.



- b) In case of disqualification or exclusion of any Project for technical reasons or any other reason, BA is also entitled to select another Project(s), in equal number of those which were disqualified.
- c) This **First Stage** shall occur from **May 17th to May 19th, 2022 until 23h:59min (GMT + 0hours)**.
- d) All Participants will be informed, via e-mail, sent within 20 days maximum after the Project submission, on the status of their Project submission.

#### 8.2.2. **Second Stage:**

The Judge Panel will vote the Projects that have progressed from the first stage. This assessment will be made by representatives of BA, representatives of several BA's brand partners, and other guests selected by BA that compose the jury for the "Glassberries Design Awards".

8.3. The Jury panel will be composed by the following members which will hold the following percentages of voting rights to assess the final decision:

<b>Jury members</b>	<b>Percentage</b>
BA Glass	30%
BA's Customers	40%
Guest Designer	30%

8.4. The Judges will rate the Projects that transited to the Second Stage from 1 up to 9 stars and each judge favorite project will be rated with



10 stars. Please note that only one project per judge can be rated with 10 stars.

8.5. The evaluation and selection criteria of the best Projects will take into consideration special aspects namely, but not limited to, creativity and innovation, solid identity associated to glass packaging, sustainable development, focus on the final consumer and adaptation to the criteria set for production of the complete packaging solution.

## **9. Awards Ceremony**

BA Glass will determine whether the ceremony will be held at a private event, with or without public attendance, at a location and on a date to be decided by BA or through an online event. All Participants can attend the award ceremony provided that a confirmation from BA is issued for the said purpose. This request should be done at least 15 days prior to the award ceremony. In case the event is held in a face-to-face format, BA Glass will bear all travel arrangement costs (transportation and accommodation) of the winners selected by the Jury Panel. The remaining Participants that wish to attend the ceremony are not entitled to the payment or reimbursement of travel costs or accommodation.

## **10. Awards**

10.1. The Contest comprises three prizes to be awarded, corresponding to 1st, 2nd and 3rd places.

10.2. Prizes will be posted on the Contest website.

10.3. If the Judge panel so decides, there may be other honors attributed to other Projects.



10.4. The Participants of Group's Participants Projects are responsible for the sharing and division of the prize granted. The Judge will only grant one award per winning Project, regardless of the number of Participants in the respective Project.

## **11. Property Rights**

11.1. By submitting the Projects, the Participants acknowledge and accept that their Projects may become part of a "portfolio" and that BA, within full compliance of the author's property rights, will be entitled to, on an exclusive and indefinite basis, present, promote, advertise, publish, and publicly broadcast all submitted Projects, in any format whatsoever and for whatever purpose without any compensation, indemnity or fee being due to the Participants.

11.2. Should BA decide to use, produce or authorize the exploitation and production of any Project submitted to the Contest, the Participants accept to assign to BA the copyright and Intellectual property rights inherent to the projects, in all jurisdictions, including but not limited to the right to produce and/or authorize the production of the Project's products with no restriction of any nature, and to modify the designs (in this latter case, the consent of the respective author will be required), for a period of 5 years counting from the Project submission date provided that a monetary compensation of € 2,500.00 (two thousand and five hundred euros) for the use of the Project is paid to the Participant. The amount set forth hereto will not be exceeded in any case.





- 11.3. Furthermore, in relation to those Projects where BA has been assigned the respective economic content of the copyright pursuant to 11.2 above, BA shall be entitled to file for protection of the designs, either as copyrights (if applicable) or register as industrial property with the relevant official entities in any territory, without prejudice to the Participants' moral rights of authorship. The Participants undertake to fully cooperate with BA for such purpose, without any further costs, expenses and compensations being due for the author of the Project. In this event, BA will be responsible to pay for the administrative costs of the respective registration and any related expenses.
- 11.4. During the 5 years' period after the Project submission date, the Participants are not allowed to manufacture, produce and/or assign the economic rights of the Project, namely, but not limited to, any production rights to any third-party.
- 11.5. The assistance and consultancy of the author of the Project may be important for the implementation and development of the production process and BA is entitled to request the author's presence at any time to provide analysis or run any tests necessary to settle the specifications of the Project production. The author of the Project agrees to provide all necessary assistance at BA's request. The conditions of such assistance will be agreed between BA and the author of the Project if and when such assistance is requested.
- 11.6. It is the Participants' responsibility to keep the registry of their personal data updated towards BA, in order to facilitate any necessary contact in the future. If BA decides to use, produce or authorize the exploitation and production of any Project submitted to the Contest, and has no



success on contacting the relevant Participant despite all the attempts, BA has the right to proceed with the exploitation and production of that given Project. Notwithstanding, in any moment the Participant can contact BA and the monetary compensation referred to in paragraph 11.2 above will be granted upon the conclusion of assignment of the copyright and Intellectual property rights associated to the respective Project.

## **12. Confidentiality**

12.1. The Candidates and Participants, as the case may be, must not disclose publicly that they are the authors of the designs and Projects submitted until the winning Projects have been awarded and publicly announced.

12.2. The Candidates and/or Participants, as the case may be, undertake to maintain confidential any information relating to other Candidates or Participants, the Projects, BA Glass Portugal, S.A., and its business, including but not limited to any technical or commercial information, which they have access to as a result of this Contest. The aforementioned confidentiality duties shall not apply to information that is (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Candidate or Participant, (b) discovered or learned by the Candidate or Participant prior to the time of disclosure or (c) otherwise learned by the Candidate or Participant through legitimate means other than from BA or anyone connected with BA.

## **13. Final General Rules**



- 13.1. BA is responsible for publicizing and promoting the activities of the event.
- 13.2. The Jury's decisions are not appealable, and therefore are not susceptible of complaint or appeal.
- 13.3. Any matters that are not expressly governed in this Contest Rules shall be settled and decided by BA at its sole discretion; those decisions are final and not subject to appeal.
- 13.4. BA reserves the right to cancel the Contest at any time, as well as to reduce, extend or modify any of its milestones, dates, terms and conditions if the circumstances so require.
- 13.5. The Participants expressly authorize BA to use and publicize their image within the scope of the Contest on the existing website.
- 13.6. Regarding Data Protection Rules, BA, as a Controller shall process personal data provided by Candidates and/or Participants in accordance with Data Protection Regulations in force. For such reason and for a better understanding, BA has issued a Data Protection Policy available on the contest Website. ( <http://glassberriesawards.com/> ).
- 13.7. These Rules and all the rights, obligations and entitlements arising therefrom are governed by Portuguese law, and the Candidates and/or Participants together with BA agree that any dispute arising from or in connection to the Contest shall be settled by the competent judicial courts of Oporto.



13.8. These Rules comprise the sole agreement established between the Candidates and/or Participants and BA., therefore, the submission of any proposal in accordance with these Rules imply the Participants' acceptance of the terms and conditions established herein.