



## *TERMS AND CONDITIONS FOR THE "INNOVATION HUB AWARDS FRUIT ATTRACTION 2023" COMPETITION*

### 1. TERMS AND CONDITIONS AND PURPOSE OF THE COMPETITION

The Institución Ferial de Madrid (hereinafter, the Organiser/IFEMA) with registered office at Avenida del Partenón, 5 (28042) Madrid and Tax Identification Number Q-2873018B. Within the framework of FRUIT ATTRACTION 2023, IFEMA is organising a competition called INNOVATION HUB AWARDS 2023, consisting of awards for innovation and entrepreneurship in the fruit and vegetable sector, aimed at those exhibitor and co-exhibitor companies that present the best project, product or service for the sector, always taking into consideration the criteria of innovation, sustainability, applied technology and knowledge.

The period for submission of requests to participate shall begin on 25 May 2023 and end on 4 September 2023. The winners will be announced on 5 October 2023.

The purpose of these Terms and Conditions is to regulate the participation in the aforementioned Competition.

These Terms and Conditions will be published on the fair's website and may be amended, in which case participants will be notified in due time and form.

### 2. REQUIREMENTS FOR PARTICIPANTS

Only participants who have registered by 4 September 2023 at 23:59 p.m will be eligible to participate.

The requirements for participation are as follows:

- Companies exhibiting or co-exhibiting at FRUIT ATTRACTION 2023 and that declare their commitment to the design, development and production of new products and/or innovative manufacturing processes, by way of the systematic application of technical and scientific knowledge.
- They shall submit products that meet the following requirements:
  - 1.- Products, technological solutions or services for the fruit and vegetable industry
  - 2- A product to be placed on the market after 1 September 2022
  - 3.- Products and/or services not entered in previous editions of the awards
  - 4.- A maximum of two products per company will be permitted.



- Candidates must exhibit their products in the INNOVATION HUB area, which is an exhibition space for innovative products located in the corridor between halls 8 and 10, during the 3 days of the fair. In order to do so, they must have paid the registration and exhibition fee of €150 per product + VAT.
- The personal details with which participants complete the registration form must be truthful and accurate, and IFEMA MADRID will not be held responsible if this is not the case.
- IFEMA MADRID employees, in addition to companies collaborating with or contracted by IFEMA MADRID to carry out this promotion, their employees and direct family members, are not eligible to participate in this Competition.
- Participation in this competition implies full acceptance of these Terms and Conditions, and any declaration of non-acceptance will therefore imply the exclusion of the participant and, consequently, IFEMA MADRID will be released from the fulfilment of the obligation contracted with said participant.

Upon registration, Participants must prove that they meet the above-mentioned requirements. Accreditation shall be provided by way of the presentation of the corresponding documentation in the participation application itself, in accordance with the provisions of the entry form.

Registration will be made by way of the entry form that will be published together with these rules on the fair's website.

### 3. PROPOSAL REQUIREMENTS AND SUBMISSION

Proposals submitted by participants must meet the following requirements:

For the FRESH PRODUCE AWARD: in accordance with the entry form.

For the F&V INDUSTRY AWARD: in accordance with the entry form.

For the SUSTAINABILITY AND COMMITMENT ACTIONS Award: in accordance with the entry form.

In any case, the products must comply with the following requirements:

- 1.- Products, technological solutions or services for the fruit and vegetable industry
- 2.- A product to be placed on the market after 1 September 2022
- 3.- Products and/or services not entered in previous editions of the awards



4.- A maximum of two products per company will be permitted.

The Proposals submitted must be original and must be free to use any ideas, images, contents or any other element incorporated in their presentation. The Participants shall be solely responsible for any infringement of any third party rights, exempting and indemnifying the Organising Entity.

Proposals shall be submitted as set out on the entry form.

The accepted proposals will be exhibited during the fair in the INNOVATION HUB space, located between halls 8-10 at the fair.

#### 4. CRITERIA FOR SELECTING THE WINNERS

The winners of this Competition will be chosen by means of the evaluation of their proposals by a Jury, which will consist of experts from the sector appointed and coordinated by FEPEX. The composition and formation of the aforementioned jury will be determined and made known in September, and the jury will select the finalists in each of the modalities.

The proposals submitted will be evaluated if the jury has previously verified that the requirements for participation in this Competition have been met. In the event that the participation requirements have not been fulfilled, proposals will not be evaluated.

The evaluation criteria for the proposals accepted will be the following for the three categories: FRESH PRODUCE award, F&V INDUSTRY award and SUSTAINABILITY AND COMMITMENT ACTIONS award:

The criteria of applicability, innovation, sustainability and social impact will be assessed from 1 to 3.

In this regard, all participants in the Competition consent to the use of their personal data for the purpose of undertaking this competition and, where appropriate, the disclosure of their name and surname on the social networks pertaining to FRUIT ATTRACTION 2023 in the event of winning the prize. The personal data of the participants will be processed in accordance with the ninth (9) condition on data protection of these terms and conditions.

The evaluation will take place on the last day of the fair, 5 October 2023.

In accordance with the established criteria, the jury will determine the winner of each of the three categories, who will be notified in accordance with the following section, and its decision shall be final.



## 5. PRIZE AND AWARD CONDITIONS

The prize for this competition consists of:

FRESH PRODUCE AWARD - €2,000

F&V INDUSTRY AWARD - €2,000

SUSTAINABILITY ACTIONS AND COMMITMENT - €2,000

IFEMA MADRID reserves the right to exchange the prize for another of similar characteristics and equal value without prior notice to the winner.

IFEMA MADRID will contact the winners by e-mail and, if applicable, the people who have been chosen as substitutes, using the details provided, and will publish the name(s) of the winner(s) on the fair's website and social media accounts. At the same time, personal data will be requested, in addition to a copy of their identification documents, in order to formalise the management of the awarding of the prize.

IF the winner cannot be located within a maximum period of 6 months, does not accept the prize or has not complied with any of the rules set forth in these conditions, IFEMA MADRID [\*] reserves the right to decide whether the prize is not awarded or to choose a new winner by means of the same process used in the initial Competition.

In the event that all participation in the Competition fails to comply with the conditions of participation indicated, IFEMA MADRID reserves the right to decide that the prize will not be awarded. IFEMA MADRID will not be held responsible for any issues with potential packages, relegating this responsibility to the courier company. Once the prize has been sent, IFEMA MADRID shall not be liable in any way for the possible loss or deterioration of the prize by the courier service or for its malfunction, and the winner shall be obliged to assert the commercial guarantee to the manufacturer of the device itself. To this end, the winner must provide IFEMA MADRID, within 72 hours of being requested to do so, with all the personal and tax details requested, in addition to a photocopy of his/her ID card, to enable IFEMA MADRID to pay the withholding tax, otherwise the prize will be deemed to have been forfeited. Additionally, the ID card will be used to facilitate the identification of the winner and to verify data such as age and place of residence.

If it becomes evident that any of the participants do not comply with the requirements set out in the Terms and Conditions, or the data provided for participation are not valid, their participation will be considered null and void and they will be automatically excluded from the competition, losing all rights to the prizes awarded as part of this competition.

The prize awarded is personal and non-transferable, not subject to change, alteration or compensation at the request of the Participants, and cannot be exchanged for any other product or cash value.

A period of thirty calendar days from the date of the awarding of the prize is established to make any reasoned claim.



## 6. WAIVER OF LIABILITY

By way of example, but not limitation, the Organiser accepts no responsibility for possible losses, theft, delays, or any other circumstance attributable to third parties that may affect the running of the competition, nor does it accept responsibility for the use made by the participant with as regards the prize obtained from this competition.

The Organisation does not assume responsibility in cases of force majeure or fortuitous events that could prevent the competition or the total or partial enjoyment of the prize, in the event that this competition could not take place, either as a result of fraud detected, technical errors, or any other reason that is not under the control of the Organisation and that impacts the normal holding of the competition. Likewise, the Organiser reserves the right to cancel, modify, or suspend it, including it on the participation web page.

IFEMA MADRID will not assume any responsibility in the event that the proposal violates the rights of third parties in terms of intellectual, industrial or any other type of property, in any way, or if any dispute and/or litigation were to arise as a result of these violations.

## 7. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

The participants of each candidacy shall guarantee, under their sole responsibility, compliance with the obligations and responsibilities of Royal Legislative Decree 1/1996 of 12 April, approving the revised text regarding the Intellectual Property Law. The participants of the candidature therefore release the Organisation of the prize from any responsibility derived from the infringement of intellectual and industrial property and/or image rights that could be affected, assuming all the costs and consequences of any claim in the field of intellectual and industrial property and/or image that could be derived from the presentation to this competition during and even after the end of their participation.

Each Participant takes part in this Competition on a voluntary basis and does not imply any transfer of rights or licence to use the intellectual and industrial property rights, know-how, industrial secrets or similar rights existing prior to their participation or generated externally to the Competition, in addition to the participation/proposal submitted.

The Organisers reserve the right to disseminate, free of charge to the Participant, the resolution of this competition and the personal details of the winning Participant in both internal and external media. The Participant accepts that he/she is not authorised to use the trademarks and logos of IFEMA MADRID [and the Organiser] other than those permitted in these terms and conditions.

The Participant accepts that he/she is not authorised or entitled to use the trademarks and logos of the fair or event in which this competition takes place, or those of IFEMA MADRID, other than those permitted in these terms and conditions.



The Organisation of the prize reserves the right to limit, in whole or in part, access to the prize by the candidate in the event of suspicion or actual knowledge that the participation of the interested party does not comply with that which is set forth in this section.

## 8. TRANSFER OF IMAGE RIGHTS

Pursuant to the provisions of Organic Law 1/1982 of 5 May on the civil protection of the right to honour, personal and family privacy and one's own image (hereinafter Organic Law 1/1982), the Participant authorises the Organisation to process his/her image obtained as a result of his/her participation in the Competition, whether during his/her submission to the competition, during the public event, selection of finalists, or if he/she is the winner. Additionally, the participant authorises the Organisation to capture, reproduce and disseminate his/her image via the channels of information, dissemination, communication and promotion, provided that they are linked to the event in which he/she is participating, using all the technical means and media currently known and those that may be developed in the future, with the sole limitation of any use that breaches their honour in the terms set out in Organic Law 1/1982, without time or geographical limitation and without receiving any compensation whatsoever.

## 9. DATA PROTECTION

In compliance with the provisions of the General Data Protection Regulation (GDPR), the personal data used in this Competition, or which may be provided in the future for participation, may be processed by IFEMA MADRID for the purpose of managing the relationship between the parties arising from the INNOVATION HUB AWARDS FRUIT ATTRACTION 2023 Competition and for no additional purpose other than those indicated in these terms and conditions.

The parties shall not communicate the aforementioned personal data that may be obtained to any third parties, unless such communication is required for the execution or management of the purpose of the agreement, guaranteeing compliance with the applicable regulations. IFEMA MADRID shall not disclose personal data to third parties unless there is a legal obligation to do so.

The holders of personal data may exercise their rights of access, rectification, deletion, limitation of processing, opposition and portability under the terms established in the applicable data protection regulations. These rights may be exercised by writing to the addresses of the parties set out in the heading including the reference "EXERCISE OF RIGHTS". They may also seek the protection of the Spanish Data Protection Agency (AEPD) and consult the Parties' privacy and security policy.

In accordance with current legislation on personal data protection, the processing of personal data provided to us by way of the Competition entry form will be governed by the following provisions:

### 1.1 Data controllers



IFEMA MADRID - Feria de Madrid (Q2873018B). Contact details for the Data Protection Officer: [protecciondedatos@ifema.es](mailto:protecciondedatos@ifema.es)

### 1.2 Purpose of the processing:

Management of the participation of the contestants in the competition and publication of the winner.

If you have given your express consent for commercial communications, IFEMA MADRID may periodically send them to you by electronic or equivalent means (such as telephone, SMS or instant messaging) to inform you of the activities, content and services provided by IFEMA MADRID, in addition to content from its sponsors and third party companies related to the fairs.

### 1.3 Terms and conditions for participation

The Participant gives his/her explicit consent to participate in the Competition by submitting the [whatever is submitted] and consequently accepts these terms and conditions, and in turn declares that he/she understands that his/her personal data will be processed for the sole purpose of managing this participation.

Furthermore, the Participant undertakes to inform those responsible of any changes to his/her personal data in order to ensure that they are always up to date and that no errors are present. The Participant also declares that the data provided by him/her are accurate and truthful.

IFEMA MADRID undertakes to always process your personal data as absolutely confidential and in accordance with the purposes set out in this clause. It will adopt the technical and organisational measures necessary to guarantee the security of your data and prevent alteration, loss, unauthorised processing or access, taking into account the state of technology, the nature of the data stored and the risks to which they are exposed, all in compliance with that which is set out in the Regulation.

Likewise, IFEMA MADRID may use the name and image of the participants in advertising or communications, both written and electronic, by any means of dissemination, regarding the Competition and its results, which it creates and undertakes in order to publicise the competition results. Participants may withdraw their consent for these purposes at any time

### 1.4 Storage of personal data

Participants' personal data will be stored for the time deemed necessary to manage the Competition. Once completed, the data will be deleted from IFEMA MADRID's databases, if it has been produced. If you have given your consent to receive commercial communications, your data will be retained until your consent is revoked.

In the event that the value of the prize exceeds a legally determined value, the data belonging to the winners of this Competition will be kept for the purpose of complying with the legal obligations deriving from the awarding of prizes exceeding a certain value (income tax declaration, communication to official bodies, etc.).

### 1.5 Recipients



Participants' data will not be communicated to third parties, unless legally obliged to do so or required by an administrative and/or judicial authority. However, Participants are expressly informed that it may be necessary to provide the Jury and, where appropriate, possible collaborating entities identified in these terms and conditions, with data that are essential for the evaluation of the Proposals and the award outcome.

#### 1.6 Rights of the interested parties

Likewise, with the submission of the application the Participant is informed that he/she may exercise his/her rights of access, rectification, suppression, cancellation, opposition, limitation of processing and portability in the terms specified in the data protection legislation, by sending a communication to the following addresses, with the subject [\*"NAME OF THE COMPETITION- NAME OF THE EVENT"], to Avda. del Partenón, 5 (28042) de Madrid, or by email to [protecciondedatos@ifema.es](mailto:protecciondedatos@ifema.es).

You may submit a complaint to the Spanish Data Protection Agency, through their website [WWW.aepd.es](http://WWW.aepd.es).

#### 10. TAX SYSTEM [

Where appropriate, when required by the nature of the prize, as a condition for the prize to be awarded, the winner must sign a letter of acceptance of the prize, authorising IFEMA MADRID to make the corresponding withholding or payment on account on their behalf, as required by the applicable legal provisions.

To this end, the winner must provide IFEMA MADRID with all the personal and tax details requested within a maximum period of 24 hours of being requested to do so, in addition to a photocopy of their ID card, so that the organiser can make the payment of this withholding, otherwise it will be understood that they renounce the prize. In addition, the DNI [National Identity Document] will be used in order to correctly identify all participants.

#### 11. OTHER CONDITIONS

IFEMA MADRID accepts no responsibility for any unauthorised use by third parties of the videos, images or content that may be submitted by participants. In particular, IFEMA MADRID disclaims any liability arising from the inappropriate use of the products displayed or presented by third parties by way of copying, manipulation, redistribution or any other form, in undesired environments or illicit links.

Likewise, IFEMA MADRID accepts no responsibility for the malfunctioning of the Internet, Facebook, social networks or the services on which its website is hosted.

IFEMA MADRID accepts no responsibility for any possible incidents on the social media platforms used for the Competition that may impact the running of the Competition and the awarding of the prize.

The Organisers reserve the right not to carry out the Competition if more than forty products and/or services have not been registered by the start date shown.





## 12. INTERPRETATION AND MODIFICATION OF THE GENERAL TERMS AND CONDITIONS AND CANCELLATION OF THE COMPETITION

IFEMA MADRID is authorised to interpret and resolve any queries that may arise from these Terms and Conditions and reserves the right to modify or extend these legal terms and conditions, insofar as this does not prejudice or undermine the rights of the participants in the Competition, notifying them in all cases by way of the fair's website. By way of this notification, the participants shall be deemed to have accepted the modifications introduced.

IFEMA MADRID reserves the right to make any changes and to cancel this Competition without just cause.

## 13. PUBLICITY, APPLICABLE LEGISLATION AND COMPETENT JURISDICTION

These Terms and Conditions are deposited and published on the fair's website with the due guarantees of publicity.

These Rules are subject to Spanish law. Any related complaints should be sent, in writing, to Avenida del Partenón, 5 (28042) Madrid. In the event of any dispute in the application or interpretation of these rules and in the absence of an amicable agreement, any dispute shall be subject to the jurisdiction and competence of the Judges and Courts of Madrid.

## 14. FINAL PROVISIONS

Participation in this Competition implies unconditional acceptance of and compliance with these Terms and Conditions, and any declaration of non-acceptance will imply the exclusion of the participant.

Any questions or information should be addressed to:

IFEMA MADRID, using the contact details indicated on the entry form.

Madrid, 24 May 2023.