

# Alternative Fuel Awards (the “Competition”)

## Terms & Conditions for Award Applications

This Competition is organised by MVW Lechtenberg & Partner Projektentwicklungs- und Beteiligungsgesellschaft mbH, Dammstrasse 11a, 47119 Duisburg („MVW“).

### A Competition Framework (the “Framework”)

#### I. General Information

The Competition is opened to all those willing to submit their work according to the awards categories and rules (as contained herein and / or supplementary documentation, e.g. the Template as defined hereunder), for projects considering the implementation and / or use of alternative fuels and / or raw materials or related topics in the cement, steel, lime or related industries.

Entries in the Competition are free of charge and may be made by individual practitioners or organisations submitting their own work.

In order to enter a project, **all required information according to the official project template provided on MVW Lechtenberg & Partner’s website (the “Template”) must be given if applicable** to the respective project. MVW as the organiser of the Competition reserves the right to reject Entries (as defined hereunder) which do not include all required information as described in the Template.

All work must be submitted via email to [workshop@lechtenberg-partner.de](mailto:workshop@lechtenberg-partner.de) or through the online form on [www.lechtenberg-partner.de/symposium/alternative-fuel-award](http://www.lechtenberg-partner.de/symposium/alternative-fuel-award). Entries will not be accepted through other channels unless technical difficulties prevent said mail address from receiving submissions.

#### II. Entries & Prizes

These dates may be subject to change but upon launch the timeline is:

- Entries open 10 March 2020
- Deadline for Entries is 23.59 (ECT) 30 June 2020 via email to [workshop@lechtenberg-partner.de](mailto:workshop@lechtenberg-partner.de). Only projects RECEIVED by the end of this deadline will be eligible for participation in the Competition.
- Winners announced 15 July 2020

A panel of experts, appointed by MVW (the “Panel”), will choose a winner for each of the prizes.

The following awards will be available:

- **First Prize:** The first prize consists of a 5.000,- € reward via bank transfer, as well as travel costs (i.e. a refund for return flight and / or train expenses, both economy class) and participation fees for one

delegate to the 7<sup>th</sup> Alternative Fuels Symposium, taking place at Wyndham Duisburger Hof Hotel, Duisburg, Germany on 8 – 10 September 2020 (the „**Symposium**“).

- **Second and Third Prize:** Both second and third prize consist of volumes 1 and 2 of the „Alternative Fuels and Raw Materials Handbook for the Cement & Lime Industry“, a comprehensive standard compendium, worth together a current retail price of 1.340 € (excl. VAT), as well as free participation in the 7<sup>th</sup> Alternative Fuels Symposium for one delegate.
- Note: a winning Applicant may invite a stand-in if the former is unable to attend himself/herself. To do so, Applicant has to inform MVW with a notice period of at least 7 business days before the start of the Symposium.

The final winners for each of the three prizes will be notified via email upon the Panel’s decision, and the winning projects will be published on MVW’s website, as well as social media channels. The winner of the First Prize is supposed to supply MVW with respective bank details so that the latter can transfer the money to him/her. Payment transfer will take place approx. 30 days after the awards ceremony (please note: refunding of travel costs requires proof of respective expenses). If said winner does not provide MVW with bank details by the end of January 2021, his/her monetary claim forfeits without further ado.

The prizes are not transferable.

The (representatives of the) prize winners will present their projects at the Symposium on 10 September 2020. **Entries are only accepted, if a representative of the participating entity or the participating individual himself/herself will be able to present the project at the Symposium at the date mentioned above.**

Competition terms and conditions (“**CTC**”) as displayed below apply to their full extent, and by entering the Competition Applicant (as defined below) agrees to accept them as well as MVW’s privacy policy.

### III. Responsibility for materials submitted

Any individual or organisation (the “**Applicant**”) submitting an Entry in the Competition is responsible for the legality, originality and copyright of the work submitted in his/her/its name.

Applicant is not allowed to submit any piece of work, material, documentation etc. which is defamatory, obscene, breaching personal privacy regulations or confidentiality obligations, infringing on copyright and intellectual property rights, violating legal rights of any party or proprietary to a brand, an individual or a company (altogether a “**Non-Compliant Application**”, it being understood that no infringement etc. is assumed where Applicant is the sole owner of such IPR and other rights). MVW reserves the right to delete any material etc. pertaining to a Non-Compliant Application and remove same (and ban Applicant) from the Competition.

An Applicant must not use false contact (or) details (of identification, e.g. by impersonating another person) in order to mislead the Panel. Such application is deemed a Non-Compliant Application as well.

Also in other cases not specified above, MVW reserves the right to reject or disallow an Entry (or as the case may be adapt same as to render it compliant) at any time if it has reason to belief that same may or could be problematic in legal or other terms or potentially detrimental to the Symposium in the broadest sense of the word.

### IV. Rights of Use

By submitting an Entry, respective Applicant grants a non-exclusive indefinite permission to MVW as well as sponsors of the Symposium and the press / media to use his/her/its name, image and the work / project submitted as

to market and promote the Symposium / the Competition and sequels of same and enable whatever sort of publishing relating to it/them (all such a “**Legitimate Use**”). Applicant will be given a full credit wherever possible (within the sphere of MVW’s influence). Such publishing may include (without limitation) articles in newspapers / magazines (as e.g. MVW’s Co-Processing Magazine of Alternative Fuels and Raw Materials) / websites / social media posts / blogs / the Alternative Fuels Award section of MVW’s website; also printed materials at the Symposium as well as prints at exhibitions specifically related to the Competition and projections / on-screen visuals at the award ceremony; videos and photos displaying winners, case studies and presentations related to the awards. **Applicant will keep full ownership of the work / project, and MVW will always seek Applicant’s permission for any commercial activity concerning the work / project beyond the scope of the Legitimate Use.**

For any information regarding entry process, submitting work / projects, awards, timing or any technical issues regarding the website of MVW, please [contact us](#).

## **B. Alternative Fuel Awards – Terms and Conditions (CTC)**

### **I. Background**

1. These terms and conditions (“Rules”) apply to Entries submitted for The Alternative Fuel Awards (the “Competition”) through MVW’s email address at [workshop@lechtenberg-partner.de](mailto:workshop@lechtenberg-partner.de) (the “Submission”). By entering the Competition, Applicant agrees to be bound by these Rules. Words with capital letters shall have the same meaning as defined in section A above. Framework and CTC apply cumulatively.
2. The Competition is organised by MVW Lechtenberg & Partner Projektentwicklungs- und Beteiligungsgesellschaft mbH, Dammstrasse 11a, 47119 Duisburg, Germany (“**MVW**”).
3. MVW reserves the right to cancel or amend the Competition or the Rules if an event outside of MVW’s reasonable control occurs (e.g. a catastrophe, war, civil or military disturbance, act of God). MVW will publish any (such) changes on its website.
4. The decision of MVW in relation to any dispute about the Rules, conduct, results and all other matters relating to the Competition, including (for the avoidance of doubt) Panel’s decision on awarding the prizes, is final and not subject to legal recourse (under whichever jurisdiction that may otherwise apply).

### **II. How to enter**

1. Employees of MVW, or any of their subsidiary and associated companies, agents or members of their families or households, are not eligible to enter the Competition. This does not apply for employees of a sponsor and their subsidiary and associated companies who are (hence) eligible to enter the Competition.
2. The Competition is opened for Submissions from companies, individuals and institutions around the world submitting their own work. All Submissions are free of charge.
3. When handing in a Submission, Applicant must include all required information according to the Award Application Outline, as provided on <https://lechtenberg-partner.de/symposium/alternative-fuel-award> (altogether an “**Entry**”).

4. When submitting an Entry, Applicant guarantees and agrees to present his/her/its project at the Symposium on 10 September 2020 in Duisburg, Germany, if same will be chosen as the first, second or third prize winning Submission.
5. Applicant agrees and assures that his/her/its Entry:
  - a. will not feature or use any images or words that are in any way untrue, misleading, distasteful, blasphemous, obscene, libellous, defamatory, indecent, harassing or threatening;
  - b. will not contain any personal details about another person who is neither a credited creator of the work being entered (for example, their name, where they live or what they do) nor has given his/her written permission for such action;
  - c. will not contain any computer virus or other material that may be harmful to MVW's computer systems;
  - d. will not conflict with any applicable laws and that all rights and entitlements needed to deal with the Entry and all materials relating thereto in line with the Framework and the CTC are vested with the Applicant.
6. MVW reserves the right to disqualify an Applicant if the former has reasonable grounds to believe that Applicant has breached any of the Rules.
7. If an Applicant is disqualified from the Competition, MVW may select a replacement.
8. The Competition starts on 10 March 2020. An Applicant can enter the Competition by sending his/her/its project description as a Word or PDF file to [workshop@lechtenberg-partner.de](mailto:workshop@lechtenberg-partner.de), or by uploading it through the form on [www.lechtenberg-partner.de/symposium/alternative-fuel-award](http://www.lechtenberg-partner.de/symposium/alternative-fuel-award), until the closing date of 23.59 (ECT) 30 June 2020 at the latest. Winners will be announced by 15 July 2020. MVW reserves the right to change these dates if necessary.
9. MVW is not responsible for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft, destruction, alteration of or unauthorised access to Entries, or Entries lost, damaged or delayed as a result of server (mal)functions, technical issues, virus, bugs or other causes outside MVW's reasonable control.
10. Applicant is advised to keep a copy of his/her/its Entry as MVW may not be able to return same or any material contained therein.

### III. How winners are chosen

1. The Panel will choose a winner for each of the prizes referred to in section A II. and subsequent section B. IV. according to a standardised decision matrix. The submitted projects with the most points according to this matrix will be chosen first, second and third winning project.
2. Any personal data relating to Applicants will be used solely in accordance with German and EU data protection legislation and will not be disclosed to a third party (unless a law should so require) without Applicant's prior consent. Applicant is advised to check MVW's [privacy policy](#) for further details.

#### IV. Handing-over of Prizes and other related aspects

1. All winners will receive an award trophy extended within the frame of a ceremony held at the Symposium in addition to the cash / compensation of expenses / book prizes as stipulated above in section A. II. Non-cash prizes will be handed out at the ceremony as well.
2. MVW reserves the right to substitute prizes for those of equal or greater value at any time.
3. All taxes and customs to which the prizes may be subject to (as well as insurances that may be taken out) are the sole responsibility of, and related expenses to be borne by, the winning Applicants.

#### V. Personal data

1. MVW will not collect any personally-identifiable information about an Applicant (e.g. name, address, telephone number or email address (“**Personal Data**”)) unless the latter has provided same together with the Submission for the Competition.
2. As stated above, no Personal Data of an Applicant will be shared with third parties without the latter’s prior consent.
3. The GDPR safeguards, amongst others, any Applicant’s right to access information held about him/her with MVW. For further information hereon, Applicant is advised to check MVW’s data protection statement which is available via [www.lechtenberg-partner.de/privacy-policy](http://www.lechtenberg-partner.de/privacy-policy)

#### VI. Liability

1. MVW can only be held liable by an Applicant for the compensation of losses / damages where respective claims are based on the former’s forethought (wilful misconduct) or gross negligence or a culpable violation of an essential contractual obligation. Essential contractual obligations are those that protect major contractual rights of a party, with such protection being a very objective of the contract. Belonging to such obligations are those that shall render the proper performance under a contract at all possible and on whose fulfilment a party regularly relies and may rely according to sound business principles. Corresponding action / omission conducted by one of MVW’s representatives or servants will (also) be attributed to the latter. However, if the damage / loss is not based on an intentional breach of contract from the side of MVW, the scope of latter’s liability is restricted to the foreseeable, typically entailed damage / loss. Moreover, MVW’s statutory liability on account of culpable injury of life, body or health remains safe and unaffected; the same is valid for the compulsory liability as regulated in the German Product Liability Code.
2. Apart from what is stipulated in sub-section 1., MVW’s liability is excluded. Such exclusion of liability comprises (save sub-section 1.) – without limitation – damages / losses (direct or consequential) **(a)** relating to Applicant’s partaking in the Competition as such, e.g. a negatively affected computer system or as the case may be expenses – useless of not – ensuing therefrom, or the acceptance of one of the prizes or not being awarded one of same, or **(b)** being of a kind that is not reasonably foreseeable. To the extent the liability of MVW is excluded or restricted, this also applies in favour of the latter’s employees, co-operators, representatives and servants re their (potential) personal liability insofar.
3. Insofar as the antecedent provisions of this section VI. contain limitations or exclusions of MVW’s liability, this does not imply – ex- or implicitly – a shifting of the burden of proof to the disadvantage of the Applicant.

## VII. Miscellaneous

1. Should a matter, dispute etc. between MVW and Applicant deriving from or arising in connection with the Competition be eligible for legal recourse, then the courts of Germany shall have exclusive national and international jurisdiction to settle all such matters etc. Moreover, the court(s) in the district of Duisburg shall (then) be locally solely competent, provided however that insofar jurisdiction is not determined compulsory and exclusively to another place by a statutory provision. For the avoidance of doubt, the antecedent sentence shall also apply to cases between MVW and Applicant that may lead to non-contractual claims in the meaning of EC Regulation No. 864 / 2007.
2. The contractual relationship between MVW and Applicant in regard of this Competition (including its pre-contractual stage and all rights and duties which may directly or indirectly pertain to same) is governed by the laws of the Federal Republic of Germany, with the exclusion however of the Convention on the International Sale of Goods (CISG). It is hereby explicitly clarified that this choice of law shall also be understood as a one in the meaning of Art. 14 sec. 1 lit. b) EC Regulation No. 864 / 2007 and shall therefore apply to non-contractual claims in the meaning of this Regulation as well.
3. If not explicitly indicated otherwise in this Contract, MVW's place of business is mutually the place of performance.
4. The entire content of the Framework and the CTC remain safe and prevail even in cases where MVW should have knowledge of contradicting, conflicting and / or deviating (general terms and) conditions of an Applicant and still admits the latter to the Competition without any caveat.
5. Should it occur that the Framework and / or the CTC contain provisions or parts of provisions which are or become invalid, ineffective or unenforceable, in fact based on reasons other than such stated in §§ 305 – 310 of the German Civil Code, then this shall not affect the effectiveness, enforceability or validity of any other provision (or remaining parts of said provisions with a stand-alone character); moreover, MVW and Applicant are then obliged to cooperate in finding and concluding a new provision that resembles / preserves the economic intent of the invalid, ineffective or unenforceable clause(s) or part(s) thereof to the best possible extent. The same applies in case of (a) contractual loophole(s). § 306 of the German Civil Code remains safe and unaffected.