

# Terms and Conditions

## **Article 1:      Organiser**

This competition will be referred to by the name EeStairs Design Competition. The competition is being arranged by EeStairs Nederland B.V. ("EeStairs"), which is organising this competition in collaboration with its associated companies EeStairs UK Ltd. and EeVenture B.V.. The contact person acting for the organiser will be Ms N. Steenbergen, Senior Sales Advisor EeStairs UK.

## **Article 2:      Purpose**

The purpose of the EeStairs Design Competition is to contribute towards the practical experience of the participants and to attract interest in them from fellow professionals and the public by means of the publicity surrounding the competition.

Furthermore EeStairs is committed to bringing great staircase and balustrade design to the attention of the public and professionals. EeStairs is excited at the prospect of discovering creative and innovative designs that could be taken into production by EeStairs or its associated companies.

## **Article 3:      Eligibility/Registration**

The EeStairs Design Competition is open to students at Technical Universities and Colleges studying courses in Architecture, Architectural Technology, Interior Architecture, Interior Design, Product Design, Industrial Design, Furniture Design, and to (young) designers who have already graduated. Members of the jury and members of their associated organisations, together with any persons who have in any way been involved in preparations for the competition, are excluded from taking part.

The rules for taking part in the EeStairs Design Competition are as follows:

- Contestants may register only by completing the registration form on the website [www.eestairs.com/designcompetition](http://www.eestairs.com/designcompetition)
- Registration closes at 16:00 p.m. on Thursday January 9th 2014
- Participation in the EeStairs Design Competition is not possible without completion of the registration process
- Following successful registration contestants will receive a unique entry number used for identification purposes
- Contestants may send in several different designs. A different entry number will be supplied per design
- Only fully completed forms with the required personal details and design documents provided will be taken into consideration. A comprehensive expression of the design must be given both verbally and visually
- The personal details that have been provided will remain hidden from EeStairs and the jury until the nominations have been announced. The competition entries are therefore anonymous during the first phase of the competition and will remain so until the jury has reached its decision
- EeStairs reserves the right to exclude a participant from the EeStairs Design Competition in the event that any or all of the regulations and requirements as set out in these Terms and Conditions have not been adhered to.

**Article 4: Competition proceedings**

The EeStairs Design Competition is divided into two categories. Contestants may send in designs for 'Custom Design' and 'Standard Design' categories (see article 6 for details). After registration has closed the professional jury will nominate three designs in each category by giving each design a score. The six nominated designs will be publicised on the website [www.eestairs.com/designcompetition](http://www.eestairs.com/designcompetition). Visitors to the website may vote (one vote per category) for their favourite design. The scores from the jury combined with the results of the online voting will be used to determine the winners (see article 11 for details). The winners will be announced during the Prize Giving Ceremony, which will take place at the EeStairs Headquarters in Barneveld [NL], on February 7th 2014.

**Article 5: Timing**

The competition will be scheduled as follows:

- 24 September 2013 Launch of the EeStairs Design Competition. Registration opens
- 09 January 2014 Registration closes at 16:00 hours
- 23 January 2014 Announcement of nominees on website. Online voting opens
- 04 February 2014 Online voting closes at 16:00 hours
- 07 February 2014 Prize-giving ceremony and announcement of prize winners

**Article 6: The design**

EeStairs invites designs for staircases and/or balustrades in two categories, 'Custom Design' and 'Standard Design' as described on the website: [www.eestairs.com/designcompetition](http://www.eestairs.com/designcompetition). With regard to the style and the choice of the materials to be used, contestants must recognise the following points:

- The design must be designed by you
- The design may not yet be on the market
- The design must appeal to a wide section of the public, or to a certain specific and significant target group
- The design must fulfil the requirements for submission as stated in section 'the task' on [www.eestairs.com/designcompetition](http://www.eestairs.com/designcompetition) and in article 7 of these terms and conditions
- The potential sale price of the design must be in line with the prevailing market and therefore it should not be a superb yet prohibitively expensive design;
- In order to potentially take the design into production, it will be necessary to provide a comprehensive description of the design and the execution (this is compulsory for a design in the Standard Design category). This means that there must be a clear description of the materials used and the production process employed. In addition, it is preferable to include a technical specification of the design and where possible an approximate estimate of the cost price. It must be evident from the technical specifications whether the design is suitable for production and overseas transportation.

**Article 7: Submission requirements**

The contestant's entry will be given a unique entry number during registration for the EeStairs Design Competition to ensure anonymity during the adjudication process. Absolutely none of the documents or items submitted, apart from the personal details section, may contain any details whatsoever about the identity of the participant. A contestant may submit more than one design, in which case, the contestant must register each design separately thus ensuring that each design has an individual entry number. It is not permitted to send in one design under the name of two or more persons. Per design, the contestant should submit the following items:

- 7.1: Personal details (name, email address, telephone number, date of birth)
- 7.2: The name of the design
- 7.3: A description of not more than a thousand words, in which the contestant elaborates on their reasons for submitting the entry, gives the motivation behind the design, and explains the story behind the design (i.e. how the contestant came up with the idea). Sketches and drawings that were used as a basis for the design or the submission may be sent in as well to illustrate the descriptions. Separate input fields are available for this
- 7.4: A detailed description of the design and the materials plus a description of the proposed production process, as described in article 6 (compulsory for submissions in the Standard Design category). This can be supplemented with technical specifications and approximate calculations of the cost price
- 7.5: Side Elevations and Plan Views of the design;
- 7.6: At least two perspective drawings / 3D renderings of the design from different angles
- 7.7: Physical models or 1:1 details are not compulsory but contestants are encouraged to include these. Contestants are responsible for ensuring adequate insurance cover against loss, theft or damage during transit. When sending in these items, only the name of the design and the entry number (not any personal details) should be stated. They should be sent to the address\*below:

***EeStairs UK Ltd.***

*Unit 3, The Old Printworks*

*20 Wharf Road*

*Eastbourne*

*East Sussex, BN21 3AW*

*United Kingdom*

*\*For items sent by post, the date of the postmark will be considered the date of submission.*

**Article 8: Means of submission, minimal number of submissions and submission deadline**

Contestants must submit their design before 16:00 hours on Thursday, January 9<sup>th</sup> 2014, via the website [www.eestairs.com/designcompetition](http://www.eestairs.com/designcompetition). It is the contestant's responsibility to ensure that the entry is correctly submitted.

In order for the competition to proceed after the submission deadline has passed and ultimately lead to the prize-winning ceremony, a minimum number of high-quality, serious submissions must be received per category. This minimum number is 15 entries per category. The jury will judge all the

entries on their quality and advise EeStairs of their findings. If the minimum number is not reached, or an insufficient number of usable entries are sent in, EeStairs retains the right to cancel or extend the EeStairs Design Competition. For more information, see article 9.6.

**Article 9: Intellectual property and production of the design**

- 9.1: Each contestant declares that his or her design is his or her own creation and that it does not infringe any intellectual property rights of a third party. The contestant will indemnify EeStairs and its associated companies for claims from third parties if the design infringes their rights, and will compensate EeStairs and its associated companies for all existing and future damages suffered, all costs as well as other monies to pay these third parties (including the costs of legal aid or assistance) connected with such claims
- 9.2: In order to be eligible to win the first prize, a condition of entry is that contestants surrender their moral rights when submitting their design and transfer their intellectual property rights over the design to EeVenture B.V., without EeVenture owing them any payment whatsoever in this respect. These transfer conditions apply in particular to the worldwide copyrights on the design, regardless of the relevant/actual usage and regardless of whether the type of usage was known at the time of the transfer, as well as to the model rights and patent claims. In this case, the contestant will provide his or her fullest assistance – at the first request from EeVenture – to accomplish such a transfer of intellectual property rights. The contestant is deemed to be in agreement with this transfer when he or she ticks the statement “I agree with the terms and conditions” before submitting their design.
- 9.3: By participating in this competition, the contestant irrevocably gives EeStairs the right to publish information about him/herself, his or her picture, or the design, as in the most extensive sense of the word and without consultation prior to publication. In the six months following the end of the competition the contestant will be named as the creator of the design. The contestant also agrees in general to collaborate with EeStairs to whatever degree necessary in order to produce the design.
- 9.4: EeStairs has the intention, but not the obligation, to produce one or more of the designs submitted and to potentially include them in its product collection on a temporary or permanent basis. In the event that EeStairs decides to produce any of the designs it will, where appropriate, approach the contestants and may offer monetary compensation
- 9.5: The contestant may neither before nor after submitting their design publish it, offer it for sale, exhibit it or make it public in another manner unless EeStairs has given written permission for this. Permission requests will not be refused on unreasonable grounds.
- 9.6: Contestants are allowed to include their design in a personal portfolio after the competition is over, as long as it is clearly stated that this is a design created for a competition, and that EeStairs is named as the proprietor.
- 9.7: The relationship between the contestant and the design may not be made known in any way whatsoever nor may any attention be generated towards the contestant’s own design,

before the announcement of the nominated designs has taken place. In the event that this information becomes known in any way whatsoever this will lead to exclusion from the competition.

- 9.8: In the event that there are insufficient (serious and high-quality) submissions received and the competition is cancelled, all above-mentioned terms and conditions will lapse and EeStairs will lose its claim to the rights and intellectual ownership of the designs. EeStairs will however retain the right to approach those contestants who have submitted a high-quality and serious entry with a proposal to take ownership of the design for a fee.

#### **Article 10: Jury**

There is a jury that will judge all submissions and decide on the nominations. The jury consists of:

- Maria Smith (Director & Architect at Studio Weave)
- Ira Koers (Director & Interior Architect at Bureau Ira Koers)
- Hans Dikhoff (Industrial Product Designer at NewP & Co-creator of Maxi-Cosi)
- Daniel von Bernstorff (Senior Consultant at Stylepark)
- Steven Bray (Senior Creative Advisor at EeStairs UK)

The jury is independent of the contestants and will come with an autonomous and binding verdict.

There is more information about the jury on the website: [www.eestairs.com/designcompetition](http://www.eestairs.com/designcompetition)

#### **Article 11: Judgement**

The entries will be judged on the basis of the requirements set out for the designs in the selected category. These design requirements may be found on the website

[www.eestairs.com/designcompetition](http://www.eestairs.com/designcompetition). In both categories, the aesthetic quality of the design as well as the functionality are extremely important. The jury will give weight to creativity and innovation and to the arguments given for the choice of materials, style, execution and use of the design.

There will be two judging rounds for the entries and the nominated designs. First of all, the jury will nominate three designs per category, from all the entries. After this, an online ballot will be held by means of votes. The results of both rounds will be amalgamated and will determine the winners.

The judging will be carried out as follows:

- The members of the jury will first check whether an entry fulfils the criteria set out in this document and on the website. If an entry does not meet these requirements, it will not be judged further. During the judging, the anonymity of the entries will be safeguarded.
- In the event that, in the jury's opinion, there is a sufficient number of entries available (at least 15 per category) that fulfil the requirements and that, also in its opinion, are of sufficiently high quality, the competition will proceed and the jury will turn to judging the entries
- The jury will award three nominations per category. These nominations will be decided as follows:

- The jury will assess all the entries and hereby award points (from 0 to 10) for pre determined categories. The categories are described on the website [www.eestairs.com/designcompetition](http://www.eestairs.com/designcompetition)
- Per category, the three designs with the greatest number of points will be nominated for the online ballot. The jury will come to a majority decision on which designs will be nominated.
- The jury can consult with product specialists from EeStairs for advice about the entries that the jury admires and in this way assess the design's for feasibility in production terms, the expected costs of this and the interest that the market may have in the design
- The nominated designs will appear on the website [www.eestairs.com/designcompetition](http://www.eestairs.com/designcompetition). From this point, it is possible for members of the public to each cast one vote, once only, in each category. Online voting is possible until 16:00 hours on Tuesday February 4<sup>th</sup> 2014. Online voting will be carried out as follows:
  - The visitor chooses his or her favourite design in each category, and clicks on "vote";
  - A pop-up appears, in which an email address must be filled in;
  - The visitor receives an email with a link, which is necessary to activate the vote;
  - Only two votes (one per category) may be cast per email address.
- After online voting has closed (at 16:00 hours on Tuesday February 4<sup>th</sup> 2014), the voting results of both parties (the jury and the public) will be converted into percentages, under the supervision of a notary, thereby enabling these marks to be represented on the same scale / by the same units, thereby enabling them to be combined in a fair manner. This will be carried out as follows:
  - The points from each separate member of the jury will be converted into percentages for the nominated designs;
  - The number of votes per nominated design will be converted into percentages;
  - Per nominated design, all percentages obtained will be combined.
- Per category, the nominated design with the highest percentage will be declared the winner.

#### **Article 12: Prize-giving ceremony**

The results of the competition will be made known at the prize-giving ceremony that will take place on Friday February 7<sup>th</sup> 2014, at the EeStairs' Headquarters in Barneveld (NL). All the nominated contestants will be invited to attend (airplane tickets and transfer from Amsterdam Schiphol to Barneveld will be arranged by EeStairs). In addition to the price-giving ceremony, EeStairs will give a company presentation and a guided tour in the workshops. Any possible changes will be announced via the website.

At the same time that the prizes are awarded, the jury's report will be made public. In this report, the jury will include information about the prize winners, together with possible honourable mentions.

After the prize ceremony, the results will be announced on the website [www.eestairs.com/designcompetition](http://www.eestairs.com/designcompetition) and the winning designs will be publicised in various International media.

**Article 13: Prizes**

The winner of the Custom Design category and the winner of the Standard Design category will each receive an EeStairs Design Competition Award. This award is accompanied by a £2,000 cash prize. The remaining nominated contestants in both categories will receive a consolation prize of £100. These amounts will be transferred to the nominated contestant's bank accounts within two weeks of the date of the prize-giving ceremony.

At a minimum the winners' designs are expected to feature in an extensive range of publications connected with the award. Via these media outlets the winners (and possibly the nominated contestants) will be brought to the attention of professional colleagues and the public. For instance, via the first EeStairs newsletter of 2014 and on websites such as those of EeStairs, Stairporn, Stylepark, Archello, Architects Journal and various social media. Contestants give EeStairs and its associated companies the right to use all items submitted without charge and free from rights in publications dealing with the entries.

All costs incurred by a contestant to create his or her design, including the submission costs and the costs to attend the prize-giving ceremony (such as travel and accommodation) are to be paid by the contestant.

**Article 14: Return of items**

Any drawings and models/details/replicas submitted by post can be returned within two months of the announcement of the results, with the exception of the winning and nominated designs. Submitted material will be returned only following receipt of the contestant's written request. After two months from the announcement of the results, EeStairs has the right to destroy the submitted materials (or have them destroyed) or in any event to claim them as its own property.

**Article 15: Queries**

Any queries about the EeStairs Design Competition should be addressed to the competition's secretarial office:

**Email:** [designcompetition@eestairs.com](mailto:designcompetition@eestairs.com)

**Phone:** +44 1323 646 904

**Article 16: Liability for damages**

EeStairs is in no way whatsoever liable for any direct or indirect damage incurred within the framework of this competition, including damage to any entries submitted during the competition period and the period during which EeStairs has a design in its possession. This also applies to all transportation.

**Article 17: Binding decision**

The decisions of the jury and the votes cast by the public are binding. No correspondence concerning these matters will be entered into. EeStairs will unconditionally accept results of the judging process described above.

**Article 18: Disputes**

The EeStairs Design Competition will be held according to Dutch law. Any disputes arising from, or occurring in connection with, the EeStairs Design Competition – including any that are only viewed as such by one of the parties – that may arise between the organiser, the contestants or the jury members, will solely be put before the authorised judge in Amsterdam.

**Article 19: Miscellaneous**

- 19.1: EeStairs is entitled to change or revise these terms and conditions at any time. Any such changes will be announced on [www.EeStairs.com/designcompetition](http://www.EeStairs.com/designcompetition)
- 19.2: EeStairs will decide how to act in cases not covered or insufficiently covered by these terms and conditions.
- 19.3: In the event that one or more condition proves to be legally invalid, the remaining conditions will remain in force. In such a case, the essence of the rule to be replaced will form the basis of the revision.

# Contact details

**Email:** [designcompetition@eestairs.com](mailto:designcompetition@eestairs.com)

**Phone:** +44 1323 646 904