

# **RULES OF THE CONTEST 2023**

# Article 1: ORGANIZATION

The SILMO ASSOCIATION (an association under the law of July 1st, 1901, located at 185 rue de Bercy 75012 Paris, France) is organizing a contest called "Grand Prix International de la Technologie et de la Mode" - SILMO d'OR, which will be held in September 29<sup>th</sup> to October 2nd, 2023 at the Paris-Nord Villepinte - France.

# Article 2: ORGANIZATION OF THE CONTEST

#### A/ CRITERIA FOR PARTICIPATION

Candidate must be:

- A company exhibiting at SILMO Paris 2023 (refer to the exhibition's general regulations),
- A manufacturer \* or exclusive general agent of a manufacturer
- Present a product whose distribution is intended for a single client (an optician, members of a central distribution center or an exclusive brand etc.)
- Present a new product synchronized with the classification of the exhibition
- Present only one product per brand and per category.
- \* The notion of manufacturer is understood in the sense of the "New Approach" European

Directives, namely, any individual or legal entity responsible for the design, manufacture and packaging of a product with a view to bringing it to market in their own name, whether these operations are performed by this same individual / entity or on behalf of a third person.

Moreover, the manufacturing operations of the exhibitor wishing to be considered for the competition must override their trading operations, with the maximum proportion of trading activities not constituting more than 20% of the exhibitor's consolidated turnover.

The product entered for the contest must be:

- A truly innovative product
- On show at the 2023 exhibition
- Marketed in France in 2023 or in the 1<sup>st</sup> six months of 2024

#### B / PRODUCT CATEGORIES ACCEPTED FOR THE CONTEST

- VISION (lenses / contact lenses)
- MATERIAL / EQUIPMENT
- LOW-VISION
- SPORT
- CHILDREN
- TECHNOLOGICAL INNOVATIONS IN EYEWEAR
- OPTICAL FRAME "EYEWEAR DESIGNER"
- SUNGLASSES "EYEWEAR DESIGNER"
- OPTICAL FRAME "BRANDS & LABELS"
- SUNGLASSES "BRANDS & LABELS"

Should a product be eligible for more than one category, the panel of judges is solely responsible for determining the most appropriate category for the product.

# C / CRITERIA FOR NOMINATION

The criteria taken into account by the jury which will determine nomination of dossiers presented will be governed by the following principles:

- INNOVATION
- TECHNOLOGY

• CREATIVITY

The nomination criteria differ according to category and are listed on each term and conditions of entry.

No prototype will be accepted

#### D / FILE PRESENTATION

In order to participate, companies exhibiting at SILMO Paris 2023 must send a file before the date marked on the application form to:

SILMO Paris - Grand Prix SILMO d'Or

185 rue de Bercy - 75012 Paris – France

After this date no candidacy will be accepted.

For the international box, please send duty paid products

Each file is required to have:

- The application form
- one presentation of the product
- one or several samples
- specific elements can be requested...(cf. a term and conditions of entry)

For technical categories, an oral presentation may be required by the panel of judges. The SILMO clears itself of all responsibilities in case of breakdowns, losses and theft. The products will be returned after the show.

# Article 3: THE JURY - PRIZES AWARDED

COMPOSITION AND ROLE OF THE JURY

A / Panel selection: College of Experts

The panel is composed of experts in the Technical, Scientific, Health, Eyewear Professionals and Fashion/Design domains. Its role is to nominate a maximum of five products in each category.

It will meet in September to decide the nominations.

Each category has its own panel of judges, which includes experts in the relevant field.

All candidates will receive notification of the results.

No notification will be made for products that do are not nominated.

On the first day of the exhibition, nominated companies will receive a diploma stating that they have been nominated in the designated category (ies).

A press release will also be sent to the French and international press announcing the companies nominated for a SILMO d'OR award.

The jury reserves the right not to nominate any product if it deems that the products submitted do not meet the selection criteria.

The nominating panel's decisions are final and not subject to appeal.

#### **B / FINAL JURY**

The final jury is chosen from members of the college of experts referred to above, together with representatives from the professional press in France and abroad. It will meet on the SILMO exhibition. Members of the jury will vote for one product in each category. The results will be passed to the Grand Jury.

#### C / THE GRAND JURY - FINAL DECISION

The Grand Jury comprises a president and members of the college of experts. It will meet on the exhibition. Its role is to determine award winners in the categories, in line with the votes of the final jury. It is free to choose as it wishes.

The Grand Jury awards one SILMO d'OR award in each category during the SILMO exhibition.

The Grand Jury reserves the right to award one or more SILMO d'OR awards per category.

However, the Grand Jury reserves the right not to award any prizes if it deems that the products submitted do not meet the selection criteria. It also reserves the right to award a special Jury prize. The award consists of a trophy and a diploma.

The decisions of the Grand Jury are final and not subject to appeal. Following the awards, the list of jury members will be available on the website: <u>www.silmoparis.com</u>

# Article 4 RELEASE OF INFORMATION AND PROMOTION

Information supplied by the candidates is subject, upon receipt, to immediate use by the organizers and may be rephrased as they see fit in order to draw up promotional documents for the SILMO exhibition, without these candidates, their mandates or their rightful claimants opposing such action in any manner whatsoever.

Should a candidate not wish his information to be released before presentation of his file for nomination by the expert, and provided that his product is not nominated, he must specify this in writing and enclose this document with his application form.

The Grand Prize organizers will do their utmost to comply with the requested release date, but in no case can they enter into binding agreements with regard to confidentiality or be responsible in any way for the confidentiality of the information supplied by candidates.

Contestants will have taken all necessary measures to protect their invention or innovation prior to entering it in the contest, by registering drawings, models, patent requests, certificates of use, brands, etc. with the appropriate authorities.

The list of candidates nominated in each category is released to the press as soon as the nominating jury has made its choice.

# Article 5 AWARDING OF PRIZES

Prizes will be presented to winners on SILMO exhibition. The results of the Grand Prix International for Technology and Fashion will be released to the totality of the French and international press and will receive special promotional operation at the show.

Winning exhibitors must state "SILMO d'OR" in any and all promotional communications concerning their prize-winning product.

# Article 6

Prizes can under no circumstances be exchanged for checks, cash or other prizes.

# Article 7

The organizers reserve the right to shorten, extend, modify or cancel the contest if circumstances so require. They cannot be held responsible for such changes.

# Article 8

The winners authorize in advance the use of their name, address, brand and photograph in any advertising or promotional activity related to this contest, without this use entitling the winners to anything other than the prize won.

According to the law "Informatique et Libertés" of 01/06/1978, you may have access to all information regarding your company and modify them. You may oppose the publication of the latter by writing to the SILMO.

# **Article 9 INTELLECTUAL PROPERTY**

The participant declares and certifies:

• not having copied or imitated any creations that could be protected by intellectual property rights belonging to third parties;

• the product is not an infringement to patents, trademarks, copyrights or any other intellectual or industrial property right belonging to a third party or any act of unfair or parasitic competition.

As such, the participant guarantees the Organiser against any and all disturbances, actions, demands, evictions, or claims, especially against any action for infringement or unfair competition by third parties with regards to the product.

In such case, the participant agrees to:

(i) make every effort to clear the Organiser;

(ii) to organise and bear all the costs incurred for the defence of the Organiser against any claim or action concerning the product; and

(iii) compensate the Organiser for any costs, losses or damages that the Organiser may incur, including lawyers' fees and court costs as well as any transactional compensation and/or damages awarded by the courts.

# Article 10

Participation in the contest implies total acceptance of the present rules. Any practical difficulties of interpretation or application of these rules will be solved by sovereign decision of the organizer. The rules of the contest are deposited in SCP DAIGREMONT et CHAPUIS - Huissiers de justice Associés. 10, rue Pergolèse - 75782 Paris cedex 16 - FRANCE.

\* The only authentic version is the original text in French.