

RULES OF THE 'GRANT OF COLOUR 2020' COMPETITION

The purpose of the Competition is to select and award the Participants who have submitted their proposed Designs to the Organiser during the Competition, and to connect with the community of architects and designers.

I. GENERAL PROVISIONS

1. These Rules set out the terms and conditions of the 'Grant of Colour 2020' competition, hereinafter referred to as 'the Competition'. Any related promotional and advertising materials are issued for information purposes only.
2. The Competition is organised by Tarkett Polska Sp. z o.o. Oddział w Warszawie (Warsaw Branch), with its registered office at ul. Miłosławska 13A, 62-322 Orzechowo; registered by the District Court of Poznań - Nowe Miasto i Wilda in Poznań, 9th Commercial Division of the National Court Register, under entry No. KRS 0000076443; share capital: PLN 83.830.500; Tax Identification Number: NIP 789-10-01-239; Industry Identification Number: REGON 630275338, hereinafter referred to as 'the Organiser' or 'Tarkett'.
3. The Competition is coordinated by Jobdone marketing & sales support with its registered office in Puszczykowo at ul. Czarna 4/2, 62-040 Puszczykowo, registered in the Puszczykowo Register of Businesses under entry No. 3797; Industry Identification Number: REGON 301493060; Tax Identification Number: NIP 777-135-90-62, hereinafter referred to as 'the Coordinator'. The Coordinator shall:
 - a) coordinate all Competition-related activities,
 - b) cooperate with the Organiser in order to carry out the Competition,
 - c) oversee the Web Application,
 - d) hold the Competition Grand Finale.
4. The Organiser, i.e. Tarkett, shall act as the Award Grantor within the meaning of Article 919 of the Polish Civil Code.
5. The Organiser hereby represents that the 'Grant of Colour' Competition is not a game of chance, raffle, pool bet, promotion sweepstake, any game in which chance determines the outcome, nor any other form provided for in the Polish Gambling Act of November 19th 2009 (Journal of Laws Dz.U. of 2009 No. 201, item 1540, as amended) and in the secondary legislation thereto.
6. The Competition is held in the Czech Republic, Slovakia, Hungary, Lithuania, Latvia, and Estonia, and will last from April 15th to August 31st 2020.
7. Results will be announced within 60 days of the Competition closing date.

II. DEFINITIONS

For the purposes of the Competition, the following terms used in these Rules shall have the following meanings:

- a) Participant – an individual who has attained age of majority and has full capacity to enter into legal transactions, who resides in the Czech Republic, Slovakia, Hungary, Lithuania, Latvia or Estonia, and who meets the condition referred to in Section IV.1 hereof.

- b) Finalist – a Participant of the Competition whose Design was short-listed among ten Designs with the highest score.
- c) Partner – a company or institution which supports the organisation and conduct of the Competition, including by funding and providing Awards for Competition winners.
- d) Design – a project entered into the Competition, based on a space plan acquired by the Participant by their own means or on a space plan provided by the Organiser, meeting all requirements set forth in these Rules.
- e) Competition Grand Finale – final stage of the Competition during which winners of Awards will be announced. Finalists will be notified of the form in which Awards are to be granted within 30 days of the Competition closing date.
- f) Awards – awards granted to Grand Finale winners. An Award will be granted also to the educational institution whose space was used in the Design submitted by the Competition winner, on condition that the respective space plan has been acquired by the Participant by their own means.
- g) Products – specimens of Tarkett flooring products available at the producer’s website, which must be used in the Designs entered into the Competition.
- h) Web Application (hereinafter: Web App) – the Competition Website available at <http://grantofcolour.com/>.
- i) Entry Form – Design submission form which will be accessible on the Website following registration and logging in.

III. JURY

Jury – a panel of jurors appointed by the Organiser to evaluate the Designs submitted by Participants, composed of:

- a) Fabienne Bruyninckx - Head of the Jury,
- b) Dorota Sibińska,
- c) Katarzyna Klimek,

IV. PARTICIPANTS

1. The Competition is open to graduates or students of specialized tertiary education (university level) courses (architecture, interior design, industrial design), who have not turned 31 years of age (i.e. were born on or after January 1st 1990).
2. The Competition is open to individual Participants only.
3. Each Participant may enter up to five Designs.
4. The Competition is closed to employees and any business associates working under any legal relationship with the Organiser, Coordinator, or any other entities involved in the organisation and conduct of the Competition.
5. Participants may withdraw from the Competition via the Web App. After clicking on the ‘delete account’ option available in ‘my account’ panel, a procedure will be launched to delete all Designs and data submitted by the Participant.
6. A person who has withdrawn from the Competition will forfeit all privileges related to participation in the Competition, including the status of a winner.

V. ASSIGNMENT

1. To enter the Competition, Participants must submit one or more interior design(s) using Tarkett Products from at least one collection, available in the Web App at <http://grantofcolour.com/> or at https://professionals.tarkett.co.uk/en_GB/node/building-information-modeling-bim-34.

The number of Tarkett Products used in the Design will not influence the score assigned to the Design.

2. At the submission stage, the Participant must allocate all Designs to a specific age group and function, according to the following 'Colour Guide' provided by the Organiser:

a) Age 0-3 - Daycare

- Rest space
- Activity room
- Staff area

b) Age 3-6 - Kindergarten

- Corridor + classroom
- Corridor + reading room
- Corridor + cafeteria

c) Age 6-12 - Primary school

- Corridor + classroom
- Corridor + reading room
- Corridor + cafeteria

d) Age 12-18 - Secondary schools

- Corridor + classroom
- Corridor + cafeteria

e) Age 18+ - Higher education

- Engineering & science
- Corridor + lecture hall
- Corridor + practice space
- Corridor + cafeteria
- Liberal arts and human sciences
- Corridor + lecture hall
- Corridor + study centre & library
- Corridor + cafeteria
- Visual arts and architecture
- Corridor + study centre & library
- Corridor + creative space
- Corridor + cafeteria
- **General areas**
- Gymnasium
- Toilets and wetroom

- Staffroom
- Administration

f) Campus dormitories (corridor + room)

3. Correct categorisation of Designs is one of the evaluation criteria and is therefore essential.

VI. DESIGN SUBMISSIONS AND COMPETITION – TERMS AND PROCEDURES

1. To enter the Competition, Participants must first register in the Web App at <http://grantofcolour.com/>
2. During registration, Participants will simultaneously:
 - a) give their names and surnames, select one of the three categories (interior designer, architect or student), pick one of the two options (individual or company), and provide their e-mail address and telephone number, name of the educational institution and field of study (mandatory for students, optional for other Participants), country, name and address of their architectural/design studio (optional) (city/town and voivodship/region are mandatory, other details are optional), and address for correspondence (optional),
 - b) give their consent to the processing of personal data by the Organiser for the purposes the Competition,
 - c) (optionally) give their consent to using their address and contact details in order to receive commercial information from the Organiser and Partner.
3. All provided details may be changed during the Competition in 'my account' panel, 'edit data' tab.
4. All consents may be changed and/or withdrawn in 'my account' panel, 'my consents' tab.
5. To enter a Design into the Competition, Participants must complete an on-line form which will be made available upon registration and logging in to the Web App. The form will remain active throughout the Competition.
6. The following attachments must be submitted along with on-line form:
 - a) electronic file, exported image file or a drawing scan; from 6 up to 10 files may be attached to one conceptual Design;
7. All attached files must meet the following criteria:
 - a) in the case of image files, the acceptable file formats are *jpg and *png. Minimum file resolution: 1920x1080, 72 dpi. Maximum single file size: 5 MB;
 - b) files must not include any elements which could enable identification of their authors (watermarks, signatures, logos).
8. When submitting their Designs, Participants will simultaneously:
 - a) pick the relevant target age group;
 - b) select the room function from the list and complete the description;
 - c) specify the Tarkett Products used in the Design;
 - d) accept these Rules of the Competition;
 - e) represent that they hold all copyrights, the exclusive right to exercise derivative rights, and all related rights to the Design entered into the Competition, and to any photographs, drawings and films documenting the Design, as discussed in more detail in Section IX.6 hereof;

- f) give their consent to the Organiser to notify them of the Competition, its progress and of the submitted Designs (especially of the winning Designs) and authorise the Organiser to publish such Designs on the Competition Website and on the Organiser's website, provided that the authors of those Designs are duly designated and their respective author's moral rights are duly respected, as discussed in more detail in Sections IX.6 and IX.7 hereof;
 - g) upon being named a Competition winner, may give their consent to the publication of their details (name and surname) on the Website and in the Organiser's Facebook profiles, as discussed in more detail in Section IX.3 hereof.
9. The Organiser shall not be held liable for any events resulting from the provision of false data by Participants.
 10. Designs must be submitted by the closing date specified in Section I.6 hereof.
 11. Only complete submissions may be entered into the Competition, i.e. those including all mandatory elements listed in the Entry Form.
 12. Designs which infringe on any third-party rights or interests; violate generally accepted moral standards; contain any content which is pornographic, racist, fascist, obscene and commonly regarded as offensive or vulgar; refer to violence; or offend the beliefs (including religious beliefs) of other persons, will not be accepted into the Competition.
 13. The Organiser hereby reserves the right to exclude from the Competition any persons who have breached the provisions of these Rules and to deprive them of the entitlement to Award(s).

VII. EVALUATION CRITERIA

1. Designs will be evaluated by the Jury appointed by the Organiser, based on the Scorecard attached in Schedule 1 hereto.
2. The Jury will evaluate only those submissions which meet the requirements set forth in these Rules.
3. For as long as the Competition remains open, all submissions will remain anonymous, i.e. will be provided to the Jury by the Coordinator without any data which could enable identification of their authors (watermarks, signatures, logos).
4. Decisions of the Jury will be binding and final, and cannot be appealed.
5. In the Grand Finale of the Competition, the Jury will select winners via the Web App, assigning the score based on strictly defined criteria presented in the Scorecard attached in Schedule 1 hereto (Designs will be classified based on the total score assigned).
6. In the event of a tied score, Head of the Jury shall have the casting vote. If this is the case, Head of the Jury will re-evaluate the Designs which were given the same total score.

VIII. AWARDS

1. Winners will be announced within 30 days of the Competition closing date.
2. Participants who were short-listed as Finalists will be notified thereof in writing. The list of Competition Finalists will also be published on the Website and in Tarkett's Facebook profile.
3. The following awards will be granted in the Competition Grand Finale:
 - a) 1st place – the winner of the Grant of Colour Competition will receive the prize money (EUR 1000).

In addition, if the Participant has acquired space plans on their own, the educational institution which made those plans available to the winner will also receive a EUR 1000 voucher for Tarkett products,

- b) 2nd place – the runner-up will receive the prize money (EUR 750).
 - c) 3rd place – the author will receive the prize money (EUR 500).
4. Awards will be granted to winners during the Grand Finale.
 5. The prize money declared by Tarkett will be transferred to those winners who meet the conditions set forth in these Rules, pursuant to the Polish Personal Income Tax Act (consolidated text: Journal of Laws Dz.U. of 2000, No. 14 item 176, as amended). An additional amount representing 11.11% of the Award's value will be added to prize money. This amount will not be paid out, as it will be applied towards the income tax due to be paid by the Organiser.
 6. Non-cash prizes cannot be exchanged for a monetary equivalent and the right to any cash or non-cash prize cannot be transferred to any third party.
 7. The Jury hereby reserves the right no to grant all Awards listed in Section VIII hereof.

IX. COPYRIGHT AND PERSONAL DATA PROTECTION

1. The Organiser shall act as the administrator of the Participant's personal data. Personal data will be processed by the Organiser for the purposes of the Competition and the marketing communication with Tarkett, also in the future, and in the case of complaints – for the purpose of handling a complaint. Provision of personal data is voluntary; at the same time, however, it is a condition precedent for participation in the Competition and for the grant of Awards.
2. Personal data of Participants will be processed in accordance with all applicable laws, in particular with the Polish Personal Data Protection Act (Journal of Laws Dz.U. of 2019, item 1781) and with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation (OJ.L.2016.119.1)). The Organiser will not transfer such data to any third parties.
3. Upon completing the Entry Form referred to in Section VI.5 hereof, a Participant who has been awarded in the Competition may give their consent (by checking the appropriate checkbox) to publication of their personal data (name and surname) on the Website and in the Organiser's Facebook profile. The consent is voluntary and is not a precondition for participation in the Competition.
4. Upon registration in the Web App, as described in Section VI.1 hereof, each Participant may give their consent (by checking the relevant checkbox) to using their contact details in order to receive commercial information from the Organiser. The consent is voluntary and is not a precondition for participation in the Competition.
5. Finalists of the Competition give their consent to using their personal images reproduced in photographs and video recordings submitted to the Organiser for the purposes related to promotion of the Competition and Tarkett.
6. Upon completing the Entry Form referred to in Section VI.5 hereof, each Participant represents (by checking the relevant checkbox) that they hold all copyrights, the exclusive right to exercise derivative rights, and all related rights to the Design entered into the Competition, and to any photographs, drawings and films documenting the Design. If the above representation is proven false, the Participant will be held liable towards the Organiser or any third parties for any infringement of the rights referred to therein. In the event that a third party makes any claims on account of the infringement of such rights, the Participant who submitted such a Design shall indemnify and hold harmless the Organiser from and against any liability which may arise on that account. It is a condition precedent for participation in the Competition.

7. Upon completing the Entry Form referred to in Section VI.5 hereof, each Participant represents (by checking the relevant checkbox) that they authorise the Organiser to notify them of the Competition, its progress and of the submitted Designs (especially of the winning Designs) and authorise the Organiser to publish such Designs on the Competition Website and on the Organiser's website, provided that the authors of those Designs are duly designated and their respective author's moral rights are duly respected. The representation referred to above shall not be considered as the transfer of copyright or any derivative rights to the Design, nor the grant of any licence. The said representation made is for information purposes only.

X. MISCELLANEOUS PROVISIONS

1. By entering the Competition, the Participants agree to all terms and conditions of these Rules.
2. For matters not provided for herein, relevant provisions of the Polish Civil Code shall apply.
3. Any disputes and claims arising in connection with the Competition shall be resolved by the court of general jurisdiction appropriate for the Organiser's registered office.
4. Any questions or doubts concerning the Competition should be sent to the Organiser's e-mail address at konkurs.tarkett@jobdone.pl, and the Organiser will respond to them within 14 business days. Any such messages may be sent to the above e-mail address by the Competition closing date.
5. Any complaints relating to the Competition should be made in writing and sent to the Organiser's address for correspondence or by electronic mail to the Organiser's e-mail address at konkurs.tarkett@jobdone.pl within 14 days of the announcement of results. The Organiser shall consider such complaints without undue delay and shall notify the Participant concerned of its decision in writing or by e-mail within 30 days of the complaint date (in the case of electronic correspondence, the relevant e-mail message must be sent from the Organiser's e-mail address within 30 days of the complaint date). Only Participants are entitled to make complaints. The Organiser's decision regarding a complaint is binding and final.
6. A written complaint must contain the Participant's name, surname, address for correspondence, telephone number, detailed description of and grounds for the complaint, as well as a legible signature of the Participant. Incomplete complains or complaints filed after the date referred to in Section X.5 hereof will not be considered.
7. The Organiser shall not be held liable for any services provided by third parties, especially by the post office or providers of courier mail services, as well as any providers of telecommunication services (including internet service providers).
8. The Organiser shall not be held liable for any events interfering with the planned course of the Competition and the Grand Finale which could not have been foreseen or prevented.
9. The Organiser shall not be held liable for any actions or omissions of a Participant making it impossible to make use of the Award.
10. The Organiser hereby reserves the right to amend these Rules during the Competition. Any such amendments shall take effect after 7 days from the Organiser's written notification thereof sent to all Participants.
11. These Rules will be available throughout the Competition on the Website and in the Organisers' registered office.

