

GENERAL TERMS AND CONDITIONS FOR PARTICIPATION IN THE BIG SEE AWARDS COMPETITION

1. General Provisions

By submitting the online application form, the entrant enters into a legally binding contract with the organiser, Zavod Big, so.p., Rožna ulica 27, 1000 Ljubljana, Slovenia, Register number: 1647237000.

Submission constitutes full acceptance of these General Terms and Conditions for participation in the BIG SEE Awards Competition.

2. Eligibility, Benefits, and Winner Obligations

Eligibility criteria, benefits of the award, application requirements, and winner presentation formats are detailed in the official online application form.

If the entry is selected as a winner, the entrant is obligated to order and pay for one of the Winners Packages, as selected at the time of submission.

3. Fees and Payment Terms

The registration fee covers the administration of the competition and the jury evaluation process. Upon submitting the online application, the entrant can either pay the fee immediately by credit card or PayPal, or receive a pro forma invoice, which is payable immediately. Once the payment is processed, the entrant will receive an official invoice. Timely payment is a condition for valid participation. The organiser reserves the right to exclude submissions from evaluation if payment is not received.

During the application process, the entrant also selects the required Winner's Package (either Winner BASIC or Winner PRO), which must be paid if the project is selected for the award.

Once the project is confirmed for the award, the winner will receive a second pro forma invoice for the selected Winner's Package. Payment of this invoice is mandatory and a condition for all further participation and promotional activities.

4. Cancellation and Participation Obligations

The online application form constitutes a formal and legally binding agreement. By submitting the application, the entrant confirms full acceptance of the following cancellation policy:

- A. If the entrant cancels participation in the BIG SEE Awards competition more than 60 days before application deadline, 100% of the registration fee is payable.
- B. If the entrant cancels participation in the BIG SEE Awards competition 60 days or fewer before the application deadline, 100% of both the registration fee and the selected obligatory Winners Package are payable.
- C. If the entrant does not cancel their participation in the BIG SEE Awards competition and fails to fulfil obligations, 100% of both the registration fee and the obligatory Winners Package remain payable in full.

Force Majeure:

In the event of unforeseen and unavoidable circumstances beyond the control of the entrant (e.g., natural disasters, war, pandemics, or official restrictions), the organiser will assess each case individually. If a valid force majeure situation is confirmed in writing with appropriate evidence, cancellation fees may be waived or reduced at the sole discretion of the organiser.

5. Presentation Rights and Intellectual Property

5.1 Public Presentation

The organiser retains full discretion over how winning projects are presented. This includes, but is not limited to:

- exhibitions with posters or LED displays,
- the official award ceremony,
- printed publications,
- digital platforms (such as websites and social media),
- and other internal and/or external promotional events or exhibitions.

5.2 Copyright, Data Accuracy, and Third-Party Rights

By submitting a project, the entrant confirms that:

- the submitted project does not infringe upon the intellectual property or other rights of third parties,
- they hold the right to publicly present and promote the submitted project,
- and that all data provided is accurate and truthful.

The entrant agrees to indemnify the organiser against any and all third-party claims, damages, or liabilities resulting from alleged or actual infringements related to the submitted project. This includes coverage of legal defence costs.

5.3 Usage Rights

The entrant grants the organiser non-exclusive, royalty-free rights to use all submitted materials (including text, images, plans, etc.) in whole or in part for:

- promotion of awarded projects,
- public relations activities, and
- promotion of other organiser-led projects or initiatives.

These rights apply globally and without time limitation.

5.4 Corrections and Errors

If any errors are discovered in published or presented materials after the initial public presentation, the entrant is obliged to notify the organiser immediately.

- Digital and online corrections will be made as soon as possible.
- In the case of errors in printed materials, a correction will be published on the organiser's website.

6. Amendments and Final Provisions

The organiser reserves the right to make justified amendments to these Terms at any time. Participants will be notified of such changes in due course.

Should any clause in these Terms be deemed invalid, the remainder remains in full force.

7. Governing Law and Dispute Resolution

The parties agree to first attempt to resolve any disputes amicably.

If no resolution is reached, any legal disputes shall be governed by Slovenian law, with the exclusive jurisdiction of the competent court in Ljubljana, Slovenia.

This clause shall apply without prejudice to mandatory consumer rights under applicable laws.

For EU-based entrants, this includes rights provided by the Consumer Rights Directive (2011/83/EU), the e-Commerce Directive (2000/31/EC), and the General Data Protection Regulation (GDPR).

For international entrants outside the EU, these Terms and Conditions are designed to be in line with key international consumer protection and data privacy standards.

Version date: June 12, 2025