

RULES OF THE COMPETITION

“Kids design competition – Textile Pattern Design” edition 2023.

§ 1

ORGANIZER OF THE COMPETITION

1. The Organizer of the competition, hereinafter referred to as Competition, is the company Petite Amélie operating under the business name Petite Amélie Nederland BV with its registered office in the Netherlands, Weesp (1382 LX) Leeuwenveldseweg 18-M, registered at the Dutch Chamber of Commerce under number 64773043, hereinafter referred to as Organizer.
2. The Competition is organized by the Organizer under the name “Kids design competition – Textile Pattern Design”.
3. Competition deadlines:
 - Announcement of the competition – 1.10.2023
 - Deadline for sending applications and works for the competition – 31.12.2023
 - Announcement of winners – 15.01.2024
4. The Competition is organized on terms and conditions specified in the present Rules, hereinafter referred to as Competition Rules or just Rules, and in accordance with the generally binding provisions of the law.
5. The Competition Rules are available at the registered office of the Organizer and on the website **www.petiteamelie.com/designlab**.

§ 2

OBJECTIVE AND TOPIC OF THE COMPETITION

1. The Competition aims to support, develop and allow establishment of professional contacts by talented designers, in particular students of pattern design, graphic design and other majors at art & design universities, as well as enthusiasts interested in design.
2. Objectives of the Competition shall be also met through possible implementation of winning works and their results, that is the designed pattern, for production and sale under the Petite Amélie brand. Participation in the competition means consent for implementation of prototypes made based on winning competition works for production and sale by the Organizer, including assignment of proprietary copyright, which shall be subject to a separate agreement, concluded within 21 days after announcement of results of the Competition. The granting of rights to the use of works being part of the competition

project submitted by the Participant in order to promote the Competition as well as the assignment of rights for the purpose of implementation and sale of models by the Organizer is regulated by # 10 of the Competition Rules.

3. Participation in the Competition by its Participants is free and voluntary.

§ 3

PARTICIPANTS OF THE COMPETITION

1. Adults with full capacity to perform acts in law can participate in the Competition. The Competition is addressed to both students and graduates of design studies and other majors at art universities as well as design enthusiasts, including persons who are professional designers. Each person who meets all provisions, terms and conditions of the present Rules is accepted to participate in the Competition.

2. Participants of the Competition cannot be:

a) employees of the Organizer, persons representing the Organizer as employees or proxies as well as persons providing work or permanent services to the Organizer based on civil law contracts,

b) persons who are in any way and on any basis involved in organization of the Competition,

c) spouses of persons referred to in item a) or b),

d) relatives of persons referred to in item a) or b), with direct or secondary affinity up to the first degree, as well as spouses of such persons.

3. Participation in the Competition is equivalent to submission by the participant of a declaration that they hold personal and proprietary copyright to the competition project as a work, and that that right is not limited or encumbered in any way by rights of third parties, and that creation or submission of the work for the Competition does not violate rights of third parties and is the result of creative work of only the Participant submitting the work for the Competition.

4. The Organizer has the right, at any moment during the term of the Competition, to exclude from participation in the Competition (and to refuse award of a prize to) a Participant regarding whom they have obtained information about activities contrary to the Rules.

5. The Participant grants their consent for recording by the Organizer of the Participant's image and/or competition work, in form of both a photograph and a video recording, as well as for the use and dissemination by the Organizer of such recorded image of their person, image of the competition work, as well as images of the person of the Participant or work provided by the Participant or made by them independently. The consent for the recording, use and distribution applies to all advertising, promotional or informational activities, regardless of the form, on all media, including on the Internet, in printed materials and in other media referred to in # 7 item 11 of the Rules, provided that data of the Participant and the title of the competition work (if given such a title) used by them are indicated. At the moment of selection of Laureates, the use of the image of the person and/or competition work will also include a mention of the awarded prize. The consent covered by this item # 5 is free, not limited in terms of

quantity, time or territory, and includes all forms of recording, publication and dissemination of the image using any medium. The use of the image in the manner and within the scope determined in this item can take place also in combination with works of other authors, together with images of other persons, with comments, in whole or in part and with application by the Organizer of forms of image processing, framing and composition (also electronically), without the obligation to accept the final product. The image of the Participant shall be processed based on GDPR, in accordance with the Privacy Policy published on the website www.petiteamelie.com/designlab.

§ 4

JURY OF THE COMPETITION

1. The Competition Commission which shall evaluate competition works and select Laureates of the Competition is composed of the creative team of the company Petite Amélie.
2. The Competition Commission can decide not to award prizes and to leave the competition with no results if competition works sent do not meet the conditions specified in the Rules.
3. The Competition Commission reserves the right not to offer justification for its rulings. Discussions of the Competition Commission are secret.

§ 5

PRIZES

1. The Laureate of the 1st place shall receive a financial prize in the amount of 2500 euro. The laureate of the 2nd place shall receive a financial prize in the amount of 1000 euro. The laureate of the 3rd place shall receive a financial prize in the amount of 500 euro. If the designer is invited to further professional cooperation on implementation of the competition project, apart from remuneration for work on preparation of the project for implementation, they shall receive the first copy of the product of their design. In addition, in every Petite Amélie showroom, a biographical note of the author shall be placed next to the implemented project designed by the participant of the competition.
2. After the Jury selects Laureates of the Competition (laureates shall be understood as winners of the 1st, 2nd and 3rd prize), they shall be obliged to indicate to the Organizer the account number of the bank to which a transfer in the amount of the Prize shall be made. The prize shall be transferred to the bank account of the Laureate not later than within 30 days after the end of the Competition, that is after announcement of its winners.
3. The Organizer of the Competition represents that they are not liable for a failure to issue the Prize if the Laureate provides incorrect personal data, false or incomplete data or as a result of a different action of the Laureate preventing the issue of the Prize to them. In such a case, the Prize is forfeited in favor of the Organizer.
4. All awarded works can be submitted to international design competitions at the Organizer's discretion, to which the participant grants their consent.

5. The Organizer does not guarantee that all awarded works shall be implemented for production by the company Petite Amélie.

§ 6

PROCEDURE OF THE COMPETITION – CONDITIONS, MANNER, DATE AND PLACE OF SENDING APPLICATIONS

1. A prerequisite for participation in the Competition is:

a. sending of a complete competition application by **31.12.2023**. An application sent by e-mail at the address **designlab@petiteamelie.com** should include:

- Name and surname of the author(s) of the project,
- e-mail address (if a team applies, provide the address of each of the participants and indicate one contact person),
- name of the graduation major/university,
- PDF file with the competition work,
- scan of a printed and signed consent for the processing of personal data (**Privacy Policy-RODO**) and the **Rules of the competition**

b. sending of a signed digital file (PDF) with the competition work (hereinafter “Work”), whereas Work shall be understood as a Design of textile pattern, meeting the terms and conditions specified in # 9 of the Rules.

A competition file submitted for the competition should include:

- pattern single tile in real size (ai. tif. or psd. file) – repeat pattern
- colors palette selection (Pantone TPG/TCX color system)
- project board: pattern set combination, inspirations, example of pattern use (mock ups) and whatever you feel might help to present your idea and concept in wider context.

The project should be presented in form of a board/presentation (in PDF format – 1 file), with the maximum size of 10 MB. The competition file should be named according to the following pattern – “name surname of the author_project name”. In the case of a team project, surname of the team representative should be selected.

2. Sending of an application means acceptance of the Competition Rules.

3. Only Works which have not had a participation in any other competitions can participate in the Competition.

4. Each Participant of the Competition can submit any number of Works.

5. In the case of a larger number of authors of a given work, the collective work is treated for the purposes of the Competition as a Work of one Participant.

6. Applications submitted after the deadline, made by Participants not meeting the requirements specified in the Rules, in particular not including correctly filled in and signed declarations required by the Organizer, the necessary data or required documents shall be rejected by the Organizer.

§ 7

PROCEDURE OF THE COMPETITION – EVALUATION OF WORKS

1. The competition shall be announced on **1.10.2023**.
2. Competition works can be submitted from **1.10.2023 to 31.12.2023** by sending them to the address **designlab@petiteamelie.com**. Next, a representative of the Organizer and a member of the Jury shall verify correctness of the application.
3. During that stage, works shall be verified in terms of fulfillment of formal requirements. Works rejected at this stage do not participate in evaluation and in the next stage of the Competition.
4. The Competition lasts from **1.10.2023 to 31.12.2023**. In individual cases, upon request of the Jurors or upon their own initiative, the Organizer can extend the duration of the submission period.
5. The Organizer provides the Jurors with access to correctly submitted Works qualified for the Competition. The Jurors shall receive from the Organizer an evaluation form to fill in.
6. Works are evaluated according to criteria adopted for the Competition. The criteria for evaluation of Works are listed in # 9 of the Competition Rules.
7. The Competition Commission shall select and announce Laureates (winners of the 1st, 2nd and 3rd prize) by **15.01.2024**, and the Participants shall be informed about the results per e-mail. The list of Laureates shall be also published on the competition website of the Organizer **www.petiteamelie.com/designlab**.
8. A Participant has the right to use the information about being a Laureate of the Competition for promotional purposes, particularly in their portfolio, in press, social media, etc., provided that each time, they use the name of the Competition and the Organizer.
9. An awarded Work, together with images of the Laureate, can be published in press as well as nationwide and global media, informing about and/or promoting the Competition, in publications and on websites of the Organizer, informing about and/or promoting the Competition.
10. A Laureate of the Competition assigns, free of charge, the ownership title of the Work onto the Organizer at the moment of selecting the Laureates, without the need to submit separate declarations. The present provision does not violate provisions of the Rules concerning assignment of proprietary copyright.

11. If a submitted Work is not awarded, but qualifies for implementation, the selected participant of the competition shall be invited to further professional cooperation with the Organizer on the design project in order to adapt it to production requirements or to assign proprietary copyright against payment for the team of Petite Amelie to complete works on the design project.

§ 8

PUBLIC ANNOUNCEMENT OF COMPETITION RESULTS AND CONDITIONS FOR THE ISSUE OF PRIZES

1. Results of the Competition shall be announced publically on the website of the Organizer www.petiteamelie.com/designlab by **15.01.2024**.
2. A Laureate of the Competition cannot assign the right to collect the awarded prize onto third parties, unless the Organizer agrees to it in writing.
3. The Organizer shall contact the Competition Laureate in order to determine the method of issuing the prize and to inform about the details.
4. A prerequisite for receipt of the prize is fulfilment by the Competition Laureate of all conditions resulting from provisions of the present Rules.

§ 9

CONDITIONS TO BE MET BY THE COMPETITION WORK

1. Completion of the competition task consisting in performing Work according to the slogan of the 2023 edition: "Kids design competition – Textile Pattern Design".

Participants must design original patterns suited for baby&kids' products, such as bedding collections, swaddles, play mats, wallpapers, textile interior accessories and toys. Participants can apply in the following three categories:

- Smart Basic
 - Romantic
 - Playful & Fun
- a. **Basic Style:** Clean lines, elegant simplicity, and timeless charm. This category celebrates patterns that are versatile and perfect for a wide range of kids' products to match modern-looking furniture and universal children's room designs.
 - b. **Romantic:** Embrace the beauty of love and tenderness with patterns that exude romance, dreamy aesthetics, and heartfelt emotions. A little bit nostalgic and moody. Matching darker wood tones like walnut and being closer to nature color palettes.

- c. **Playful & Fun:** Unleash your inner child and create whimsical, playful patterns that bring joy and laughter to kids of all ages. Don't be afraid to experiment with bold color combinations!

2. Submitted for the Competition can be Works in form of a repetitive pattern design. The design, that is a file sent in a digital form, with a board/presentation (in PDF format), should meet the criteria of diligence and consistency with requirements of technical knowledge. Each participant can submit unlimited number of patterns but can only win in one category. The designs should be vibrant, captivating, and suitable for children aged 0-2 years (baby), 3-6 years (toddler).

3. Works shall be evaluated in terms of:

- a. **Creativity:** How innovative and unique is the design, considering the category? Whether it has the potential to build a collection based on it?
- b. **Visual Appeal:** Does the pattern charm and resonate with the target audience?
- c. **Skill:** Is the design skillfully executed and professionally presented?
- d. **Versatility:** Can the pattern be adapted for various baby&kids' home products & accessories seamlessly?

5. The level of fulfillment of all the above requirements by the Work constitutes the criterion of its evaluation by the Competition Commission.

§ 10

COPYRIGHT TO THE COMPETITION WORK

1. The Participant (or a group of Participants submitting their Work for the Competition) represents that:

a) they are the sole author of the Work and hold full proprietary and personal copyright to it, all its elements and all works being part thereof, and that they can freely dispose of the Work submitted for the Competition;

b) the Work does not violate provisions of the law, does not constitute a derivative work or plagiarism, and does not violate in any other manner rights of third parties or binding provisions of the law;

c) proprietary copyright to the competition work is not in any way encumbered with rights of third parties, and no separate consent of a third party is required for exploitation within any scope of the Work and works being part thereof.

2. The Participant is liable, regardless of the fault, for legal defects of the Work and undertakes to indemnify the Organizer against any claims resulting from possible falseness of the representations

mentioned in item 1 a) – c) above. Furthermore, in the situation referred to above, such a person is disqualified from the Competition.

3. Works violating provisions of the law or rights of third parties shall be excluded from participation in the Competition, and the Participant who sent them shall be disqualified from the Competition.

4. The Participant of the Competition consents for their competition work, submitted by them for the Competition, to be used according to the needs of the Organizer and/or an entity indicated by the Organizer and to requirements concerning its publication and distribution in fields of exploitation and within the scope specified in the present Rules, subject to appropriate processing, modifications, adaptations, adding of titles and subtitles, abbreviations, technical adjustment, development of compilations and corrections.

5. The Participant of the Competition consents to the use of their name and surname, free of charge, as author of the Work sent, in all fields of exploitation known at the moment of application for the Competition, in order to promote the Competition and for participation in exhibitions and presentations after the Competition.

6. At the moment of being announced Laureate of the Competition, the Participant is obliged to assign onto the Organizer, without remuneration, proprietary copyright to the Work by way of a separate agreement, according to the terms and conditions set forth in the Annex to the Rules – “Copyright”.

7. If the assignment of the rights mentioned in item 7 proves invalid or ineffective for any reasons, or the agreement mentioned in item 7 is not concluded within 21 days after announcement of results of the Competition, the author of the awarded Work, automatically after the lapse of that deadline, without the need to submit separate representations, grants the Organizer free, irrevocable and exclusive license, without time or territorial limitations, with the right to grant further licenses (sublicenses), in fields of exploitation mentioned in the Annex to the Rules – “Copyright”.

8. In the case of co-authorship of the Work, provisions of item 7 and 8 apply to co-authors. Co-authors are obliged to ensure performance of item 7 and 8, according to its contents.

COMPLAINT PROCEDURE

1. All complaints concerning the Competition should be submitted by the Participants in writing, not later than within 30 days after publication of the list of Laureates of the Competition on the website www.petiteamelie.com/designlab, directing their complaints to the Organizer at the address: designlab@petiteamelie.com.

2. It is suggested to send complaints by registered mail with confirmation of receipt. The posting date shall be the date on the post stamp.

3. A complaint should include name, surname, detailed address and phone number, as well as detailed description and substantiation of the complaint.

4. Complaints submitted after the deadline indicated in item 1 will not be considered.
5. Complaints shall be examined by the Complaint Committee (hereinafter "Committee") appointed by the Organizer.
6. The Committee shall examine complaints of participants based on the present Rules.
7. The Committee shall examine a complaint within 14 days after its receipt.
8. A person submitting a complaint shall receive the Committee's decision in writing at the address indicated in the submitted complaint.
9. The decision of the Committee concerning the complaint is final, and the Participant who does not agree with the decision has the right to file an action with a common court.

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FINAL PROVISIONS

1. The Organizer undertakes to take care of Works entrusted to them.
2. The Organizer reserves the right to verify identity of persons collecting prizes within the framework of the Competition and to verify whether the actual data are consistent with those indicated in the registration form.
3. Consistency with personal data indicated in the application is a prerequisite for the receipt of a prize.
4. If it is necessary under the binding provisions of the law, a Laureate of the Competition is obliged to pay the due income tax on prizes won in the Competition.
5. The only basis regulating the Competition are the present Rules, which are also the only document determining the rules of the Competition. Participants who do not meet any of the requirements set forth in the present Rules or provide false information shall be automatically disqualified, according to a decision of the Organizer.
6. To matters not regulated herein, provisions of the Civil Code and other provisions of the Dutch law applicable for correct performance of the Competition shall apply.

Annex to the Rules – Copyright

1. Within the period specified in the Rules, the Laureate – author of the awarded Competition Work, hereinafter “Author”, shall transfer onto the Organizer by way of a separate agreement (separation effect) full proprietary copyright to works within the meaning of the Act of 4 February 1994 on copyright and related rights (hereinafter “Works”) and their elements or parts constituting the Competition Work (including the Competition Work as a Work), together with derivative rights, without any time restrictions (for the time of duration of such rights) or territorial restrictions, in all fields of exploitation admitted under the law and known at the moment of transfer of the rights, in particular in fields such as:

a) presenting and making available in any manner, using any means or technologies, including video, audio, by wire or wirelessly by a ground station or any other station;

b) entering into computer memory, cell phones, multimedia networks, including the internet, making available against or without payment in any manner, including on the internet, to any entities.

c) publically making available in such a way that everyone can have access to the Work at the place and time chosen by them;

d) using the whole or any parts of the Work in any other works;

e) permanent and temporary reproduction and recording by any means and technologies, including in particular using print, reprography, magnetic recording, digital and all other technologies, and in any form, including in particular on all types and formats of CD-ROM, DVD, optic, magneto-optic, magnetic discs, compact discs and any other information media;

f) distribution in any manner and form, introduction for trade in any way, including in particular through rental, lending, lease agreements, as well as making available in electronic networks, including all types of IT, ICT and telecommunication networks, also through the Internet, using any technology, also in such a way that everyone can access the work at a time and place selected by them;

g) translation, adaptation, any modifications, changes, including changes in the layout, and disposal of such a modified Work, and use of the modified Work in any way;

h) public and non-public presentation, display, performance or reproduction in any way;

i) public and non-public broadcasting and re-broadcasting in any way, including using video or audio, by wire or wirelessly;

j) use in production based on the Competition Work.

2. Simultaneously with the transfer of proprietary copyright, the Author shall also transfer onto the Organizer the right to exercise derivative rights to the Work, and agrees to the use of derivative rights to the Work, and grants consent for the use of such derivative rights and disposal of them by the Organizer. As of that moment, if not earlier, the Organizer also acquires the ownership title to the item (medium) on

which the Work is recorded. The Organizer can adapt Works acquired by them, including introduction of any changes. The Organizer can also dispose of and use compilations of such Works.

3. In connection with the transfer of proprietary copyright by the author of the winning project (Laureate), the organizer undertakes to each time inform about the project's author (their name and surname) in communications after implementation of the project for production.

4. If the Rules do not state differently, to the maximum extent permitted by the law, the Author irrevocably and unconditionally undertakes not to exercise their personal copyright throughout the world (including all rights granted based on art. 16 of the Copyright Law), which they have or could have in all Works. Simultaneously, the Author irrevocably authorizes the Organizer to exercise all personal copyrights to the Works. The Author represents that they shall not exercise their personal rights to works acquired by the Organizer, subject to the rights referred to in # 7 item 10 of the present Rules.

5. It is the intention of the parties that the Organizer acquires proprietary copyright (including derivative rights) within the broadest scope possible. Should such an acquisition require taking additional factual or legal steps, the Author undertakes to immediately take those steps in cooperation with the Organizer.

6. If there are several Authors of the Work (co-authorship of the Work), they are obliged to ensure transfer of joint rights onto the Organizer, in accordance with the rules set forth in this Annex.