

Terms and Conditions for the Fast Forward Challenge: Sustainable Solutions APAC Edition (FFC)

1. Scope and Subject Matter

- 1) Contracting parties regarding the FFC Challenge and use of the DHL Platform [...] shall be Deutsche Post DHL Research and Innovation GmbH (hereinafter "DHL") and the company, registered on the Platform ("Participant").
- 2) Subject matter of these terms and conditions is the conduction of the FFC in accordance with the following rules and regulations and with the additional conditions of the [FAQs](#). The latter form an integral part of these terms and conditions.
- 3) Terms and conditions of the Participant shall not apply.

2. Registration

The use of the Platform is subject to the registration of the Participant. All registration data of the Participant shall be complete and correct.

3. Confidentiality

- 1) During and after the Participant takes part in the Challenge, it shall treat as strictly confidential all information and data of which it obtains knowledge during the Challenge or which are designated as confidential by DHL or which are to be deemed confidential. This includes the ideas, concepts and works created and developed by DHL during the Challenge.
- 2) The Participants shall, upon request, return to DHL or delete all Documents in their possession which relate to the Challenge.
- 3) The Participants acknowledge that the Documents are the sole property of DHL. Participants have no right of retention regarding these documents.

4. Intellectual Property

- 1) DHL, Deutsche Post AG and affiliates ("Affiliates" being entities affiliated to Deutsche Post AG according to sections 15 ff. German Stock Corporation Act) shall have the non-exclusive, irrevocable, unlimited in time, worldwide, sub-licensable and transferable right of use with regard to the information and materials provided and made available by the participants during the Challenge. The right of use shall also include the right to any modification, publication, distribution alone or in combination with other materials including but not limited to essays, photos and/or videos in any and all media.
- 2) Notwithstanding the aforementioned the Participant acknowledges that information and materials submitted by Participant to DHL are not subject to confidentiality.
- 3) Nothing in these Terms of Use or with regards to the Challenge shall prevent the parties from developing, owning, receiving, maintaining or using ideas, concepts or business models that are similar or comparable to the ideas, concepts and business models submitted with the Participant's information and materials.

- 4) Participant ensures that all information, materials they submit to DHL do not infringe any laws and/or any third party rights including copyright, trademark, trade secret, patent protection. The Participant shall indemnify DHL from all third-party claims upon first demand which such parties may assert against DHL as a result of a violation of the above-mentioned laws and third party rights, and shall compensate DHL for any and all loss or damage. This includes in particular any reasonable attorneys' fees and court costs.

5. Miscellaneous

- 1) These Terms and Conditions constitutes the entire understanding and agreement of the Parties relating to the subject matter hereof.
- 2) Any attempt to manipulate the competition, in particular by using automatic processes such as scripts is prohibited and will result in exclusion from participation.
- 3) Legal recourse and cash payment are excluded.
- 4) Either Party shall not use the other Party's name or logo in any publications or advertising of any kind without the other Party's prior written consent.
- 5) Nothing in these Terms and Conditions shall be construed to create a partnership, joint venture or agency relationship between the Parties.
- 6) The invalidity or unenforceability of a particular provision of these Terms and Conditions shall not affect the validity or enforceability of the remaining provisions. The Parties shall replace the invalid or unenforceable provision with a valid and enforceable provision that comes closest to effectuating the intent of the Parties at the time of the Terms and Condition`s execution. The same shall apply if the Terms and Conditions are partially incomplete.
- 7) These Terms and Conditions will be governed by and construed in accordance with the laws of Germany, excluding its conflict of laws provisions and the United Nations Convention on Contracts for the International Sales of Goods (CISG).
- 8) The Parties will attempt to resolve any controversies in connection with these Terms and Conditions amicably. In the event that the Parties are unable to resolve such controversies exclusive place of jurisdiction shall be Bonn, Germany.