



General Terms and Conditions of the IFOY (International Intralogistics and Forklift Truck of the Year) AWARD (c/o impact media projects GmbH)

§1 General, scope

1. The following General Terms and Conditions (GTC) apply to all legal relationships between the IFOY AWARD (c/o impact media projects GmbH) and all participants in the IFOY AWARD.
2. Participants include prospects, applicants, finalists/nominees, and winners.
3. By registering online for the first time, participants confirm that they comply with the terms and conditions of the IFOY AWARD as well as the applicable information for participants.
4. Conditions of participation are:
 - a. An online application submitted on time and in the correct form.
 - b. Fulfilment of all IFOY AWARD requirements according to § 3.
 - c. The timely payment of fees in the case of a nomination.
 - d. The timely payment of optionally booked services (e.g. Company Boxes or test areas at the IFOY TEST DAYS or the TEST CAMP INTRALOGISTICS).
5. The applicant information with the current fees as well as the mutual obligations between participants and the IFOY AWARD can be requested annually updated from the IFOY AWARD office and will be automatically sent to participants by email.
6. Terms and conditions that deviate from or contradict these GTC will not be recognised unless the IFOY AWARD has expressly agreed to them.

§ 2 Fees, billing and withdrawal

1. Participation in the IFOY AWARD is subject to a fee, provided the application is nominated for the final by the jury. This ensures independent, professional testing and jury organisation, as well as an exceptionally high marketing value.
2. If an entry is not nominated for the final by the jury, no fees will be charged.
3. In the case of an application via the IFOY website, a contract is concluded when the participant completes and saves the online application for the first time. The price valid at that time according to the information provided by the applicant is deemed to have been agreed and withdrawal from the competition is no longer possible.
4. In exceptional cases, the IFOY AWARD may agree to a withdrawal if there are serious reasons for doing so. These include the applicant's insolvency, patent disputes, quality problems or inability to deliver. In such a case, the participants are obliged to provide the IFOY AWARD with all the information necessary for an assessment, truthfully and completely.
5. The fees are due within 14 days of receipt of the invoice, unless the IFOY AWARD has agreed a different payment period. The invoice will be sent by e-mail to the email address provided by the participant(s) during registration.
6. Participants warrant that they are authorised to transfer funds and to transfer funds abroad if they are not resident in Germany.

§ 3 Conditions of participation and IFOY process

1. **Preamble**



The IFOY AWARD is one of the largest international technology competitions in intralogistics. Its test methodology is regarded worldwide as a seal of quality for innovations and newly developed products or solutions.

Its creators aim to reward the best intralogistics products and solutions of the year and also to develop activities to evaluate the best technical and strategic performances in intralogistics and to stimulate innovation.

The IFOY AWARD documents the performance and innovative strength of the intralogistics industry and aims to contribute to the competitiveness and public image of the entire sector. Nomination and selection therefore place the highest demands on the safety, technology, sustainability, economic efficiency, design and ergonomics of the equipment and solutions.

With the spin-off award IFOY Start-up of the Year, the IFOY AWARD organisation honours innovative technologies and new developments by start-ups.

The IFOY AWARD and the IFOY Start-up of the Year are selected annually by an independent jury of internationally renowned trade journalists from the logistics media.

2. Categories

The IFOY AWARD categories are indicative and may not be repeated each year.

Preferred categories may be indicated in the application. The IFOY organisation decides in which category an application will be grouped and reserves the right to assign a product or solution to another category if it is beneficial for the product or solution.

The current categories are published on www.ifo.org.

a. IFOY Start-up of the Year

The **IFOY Start-up of the Year** is a spin-off for innovative prototypes or functional developments, intralogistics products, software, vehicles, or components from start-up companies.

3. Application

- 3.1. All manufacturers of intralogistics products and solutions can apply for an IFOY AWARD, e.g. manufacturers of materials handling technology, robotics, or software houses with any number of new devices/solutions in various categories. In unclear cases, the IFOY organization will decide.
- 3.2. New developments, improvements or special models with significant technical changes are permitted. A study, a prototype, a blueprint, or a minor optical facelift is not sufficient. Only individual vehicles are permitted, not models or series. In unclear cases, the IFOY organization will decide.
- 3.3. A product must be produced and available for order no later than the IFOY AWARD Night.
- 3.4. Software must either contain a description of its possible uses or be in successful use in an industrial, commercial, or service organisation.
- 3.5. An Integrated Customer Solution must have been successfully implemented in an industrial, commercial, or service organisation.
- 3.6. Only start-ups from the fields of materials handling and intralogistics, robotics, software, and logistics can apply for the IFOY Start-up of the Year award.
All intralogistics products are eligible, whether they are already on the market, functional developments or innovative prototypes. A study or development that exists only on paper is



not sufficient. In unclear cases, the IFOY organization will decide.

- 3.7. Start-ups are also free to apply for the other IFOY categories. However, if they apply for one of the IFOY AWARD categories, the IFOY AWARD conditions of entry and fees apply. As a rule, start-ups are companies with no more than 30 employees, a turnover of less than three million euros and which have been on the market for no more than five years.
- 3.8. Applications for the IFOY AWARD / IFOY Start-up of the Year can only be made via the Internet and must be submitted in German and English via the applicant portal at www.ifo.org.
- 3.9. For each IFOY AWARD / IFOY Start-up of the Year applicant, a password-protected form will be created for each device/solution, which can be saved as often as required until the application deadline. Videos or presentations are allowed.
- 3.10. Participants may enter a product in more than one category. An entry in each additional category is considered a separate entry and requires a separate application.

4. Nomination

- 4.1. At the end of the official submission period, all submissions will be automatically locked and the submitted application will be accessible to the judging panel and test teams.
- 4.2. After a formal and technical preliminary examination, the jury will nominate a maximum of five vehicles or solutions from all valid entries in each category for the IFOY AWARD final. There are no nomination restrictions for the IFOY Start-up of the Year.
- 4.3. Only the finalists of the IFOY AWARD / IFOY Start-up of the Year will be publicly announced and marketed worldwide. Applications will be treated confidentially and will not be communicated to avoid a negative selection.
- 4.4. However, all participants – including non-nominated ones – may exhibit at TEST CAMP INTRALOGISTICS.
- 4.5. Each participant will be informed in writing before publication whether the jury has made a nomination. If a product/solution is nominated, the nomination fee is compulsory.

5. IFOY TEST DAYS with IFOY Audit and TEST CAMP INTRALOGISTICS

- 5.1. If a participant is nominated for the final (= IFOY Nominee or IFOY Finalist), participation in the IFOY TEST DAYS and the three-stage IFOY Audit is mandatory. IFOY Finalists will receive the nominee information with instructions and the programme in good time.
- 5.2. Part 1 of the audit consists of individually coordinated driving or functional tests, including the IFOY test protocol with around 80 criteria, which determines, among other things, the economy and energy efficiency, sustainability, safety and ergonomics of the machines. The decisive factor is that the nominees are not compared with each other, but with their competitors on the market.

Part 2 of the audit is the IFOY Innovation Check. Scientists from renowned institutes and universities assess the finalists in terms of market relevance, customer benefit, novelty/innovation, functionality/design.

Part 3 of the assessment is the evaluation of the finalists by the judges and their approved advisors.

- 5.3. If a finalist does not appear for the IFOY Audit or does not appear in time, the nominated product will be disqualified. The disqualification will be made public. This does not cancel the



obligation to pay the fees. The audit programme normally lasts 4 days.

- a. **Day 1:** Setup and first tests
 - b. **Day 2:** Exclusive jury day, IFOY Tests and scientific innovation checks, video and photo shoots with the nominees. Jurors from the world's leading logistics media and their advisors, as well as scientists, will travel to test or inspect the equipment and solutions.
Evening programme: IFOY Nominee Dinner.
 - c. **Day 3 and 4:** Official opening of the TEST CAMP INTRALOGISTICS with the awarding of the Best in Intralogistics certificates. All finalists will also receive a communication package consisting of a press release as well as a certificate, an e-mail folder and graphic files for embedding the certificate in documents. B2B highlight tours, congress programme, get-together, jury sessions.
 - d. C-level, developer, product manager and press/marketing staffing is recommended.
- 5.4. In the event of a nomination, participants undertake to transport their nominated original products/exhibits to and from the IFOY TEST DAYS at their own risk and expense. Participants are advised to take out transport insurance.
- 5.5. Participants undertake to present their nominated product/solution during the IFOY TEST DAYS and at the TEST CAMP INTRALOGISTICS during all highlight tours (jury, advisory panels, B2B visitors).
- 5.6. Participants agree that the equipment and solutions may be driven or inspected by the judges and their advisors, the test teams and logistics decision-makers at the TEST CAMP INTRALOGISTICS, and that text, image and video material may be produced. The material produced will not be released by the participants.
- 5.7. Participants agree to provide instruction and ensure safety during the test rides. This includes checking the necessary driving licence and equipment (safety shoes, high-visibility safety vest). The IFOY AWARD will provide separate information on this in good time before the event.

6. TEST CAMP INTRALOGISTICS, Dortmund

- 6.1. The IFOY TEST DAYS and the IFOY Audit will take place at TEST CAMP INTRALOGISTICS in Dortmund. The final nominated products/solutions will therefore also be exhibited at the TEST CAMP INTRALOGISTICS. Further information: www.testcamp-intralogistics.com
- 6.2. The TEST CAMP INTRALOGISTICS is a hands-on test event for innovations and new products in warehousing and material handling technology for logistics decision-makers interested in innovation and investment. The event enables intensive networking with decision-makers from industry, trade and the service sector who have a concrete interest in innovation and investment.
- 6.3. IFOY AWARD finalists should note that Company Boxes fees for TEST CAMP INTRALOGISTICS are not included in the nomination fee. Exhibitor information and current stand prices and offers can be requested from the IFOY office: testcamp@impact-mp.de, T +49 89 215384611

For each nominated product/solution, the IFOY AWARD will alternatively provide a free space at the edge of the hall or near the TEST CAMP hall. However, the nominated companies undertake not to use this space for any stand construction or branding and to display only the nominated product. In the event of non-compliance, the IFOY AWARD is entitled to charge a contractual penalty equal to the comparable stand fees of the TEST CAMP INTRALOGISTICS, with a minimum of 3,000 euros.

A table and 2 chairs are provided by the IFOY AWARD..



7. Jury, election and award ceremony

- 7.1. The jury is made up of international trade journalists. They select the nominees and winners of the IFOY AWARD / IFOY Start-up of the Year each year.
- 7.2. The jury evaluates all nominated products/solutions in a secret voting based on their professional expertise and market knowledge and selects the IFOY AWARD winner in each category from the group of nominees. The evaluation is carried out via the Internet using an evaluation form to which only the members of the jury have access.
- 7.3. The results of the audit and the assessment of the consultants are not directly considered in the selection process. However, they are an important part of the jury's decision-making process.
- 7.4. The result of the voting will be communicated to the jury members in due time before the official award ceremony.
- 7.5. Nominees and winners will not be notified before the awards ceremony.
- 7.6. The IFOY AWARD undertakes to present the winner with a trophy at the award ceremony and to provide the winner's seal no later than the following day.
- 7.7. By winning the IFOY AWARD, the winner acquires the right to communicate the IFOY Winner Seal for the product/solution awarded.

§ 4 Property rights and rights of use

1. By submitting an online application, participants expressly guarantee that the registered product does not infringe the rights of third parties or offend common decency. Participants also undertake to inform the IFOY AWARD immediately if third parties assert their rights.
2. Participants shall indemnify the IFOY AWARD against all claims by third parties which may be asserted against the IFOY AWARD because of alleged or actual infringements of rights in connection with the application. The participant shall also bear the costs of the necessary legal defence, including all court and lawyer's fees at the statutory rate.
3. Participants grant the IFOY AWARD and any legal successors the free, non-exclusive but transferable right to use all copyrights and ancillary copyrights to all entries (photos, texts, videos, illustrations, etc.), without restriction as to time, place, or content, without the IFOY AWARD being obliged to name the authors of the entries. The right of use applies to all types of use, not only in connection with the IFOY AWARD. This includes publication in printed works, on the Internet and in social media, on data carriers and in related advertising, exhibition, and book projects, as well as for PR purposes of the IFOY AWARD.
4. The IFOY AWARD is entitled to pass on the contributions provided to the press and other comparable bodies on request for the purpose of reporting on the IFOY AWARD or the nominated and possibly awarded product.

Nominees are entitled to use the content provided by the IFOY AWARD in connection with the competition without any restrictions in terms of time, space or content. This includes in particular test reports and data, IFOY Innovation Checks, images and video material.

§ 5 IFOY seal and its usual

1. The IFOY AWARD / IFOY Start-up of the Year the following seals, according to the level of the competition:
 - a. Nominee Button (for reaching the finals)
 - b. Best in Intralogistics Certificate (for the successful completion of the IFOY Audit)



- c. Winner Button with and without naming the category (for winning an IFOY AWARD)
2. By achieving the appropriate level, participants acquire the right to use and communicate the seal without restriction in time or space.
3. Participants will receive the badges immediately upon reaching the appropriate level, via email to the contact address(es) provided in the online application.
4. The seals may only be used to promote the products and solutions that have been awarded the seal.
5. IFOY AWARD is committed to providing the IFOY seal until the end of the product's life cycle.

§ 6 Liability and limitation

1. The liability of the IFOY AWARD, its organs, representatives or vicarious agents for damages – regardless of the legal grounds – is excluded. This does not apply in cases of intent and gross negligence or due to injury to life, body or health or due to culpable breach of essential contractual obligations. In the event of a slightly negligent breach of essential contractual obligations, the liability of the organiser, its organs, representatives and vicarious agents shall be limited to the typical and foreseeable damage.
2. The IFOY AWARD accepts no responsibility for the products submitted and recommends that participants take out transport and exhibition insurance to cover any damage, destruction or theft that may occur during transport, examination, or exhibition at the TEST CAMP INTRALOGISTICS.
3. The IFOY AWARD is not obliged to store the submitted packaging of the nominated products or the nominated products themselves.
4. All claims against the organiser must be made in writing. They are subject to a limitation period of 12 months from the end of the IFOY TEST DAYS.

§ 7 Final clauses

1. Place of performance is Munich.
2. The sole place of jurisdiction is Munich. However, the IFOY AWARD is also entitled to sue participants at their general place of jurisdiction.
3. The legal relationship between the participants and the IFOY AWARD shall be governed exclusively by German law, to the exclusion of the UN Convention on Contracts for the International Sale of Goods and the conflict-of-laws rules of private international law, in particular the Rome-I-Regulation.
4. Should any part of the above terms and conditions be invalid, this shall not affect the validity of the remaining terms and conditions.

Any recourse to courts of law is excluded. Ismaning 2023.