

# General Conditions of Participation Sustainability

## **Article 1**      **Applicability**

1. These General Terms and Conditions of Participation in the Royal FloraHolland Sustainability Award (hereinafter referred to as 'General Terms and Conditions') apply to all registrations and agreements for participation in the Royal FloraHolland Sustainability Award as well as the actions and services performed and to be performed by Royal FloraHolland in that context.
2. Furthermore, the provisions of Royal FloraHolland's auction regulations apply to these General Terms and Conditions, insofar as these General Terms and Conditions do not deviate from them.
3. By registering or participating in the Royal FloraHolland Sustainability Award, the participant declares they have received these General Terms and Conditions and agree to them.
4. The participant's own general terms and conditions or those of any trade association do not apply, unless otherwise agreed in writing.
5. Deviation from these General Terms and Conditions can only be agreed in writing.
6. Should any provision of these General Terms and Conditions prove to be non-binding for any reason, this shall not affect the validity of the remaining provisions.
7. The Dutch text of these General Terms and Conditions, the participation agreement or any other relevant agreement between the parties shall prevail.
8. If a situation arises between Royal FloraHolland and a participant that is not regulated in these Terms and Conditions, this situation should be assessed 'in the spirit' of these General Terms and Conditions.

## **Article 2**      **Participation**

1. Registration and participation is possible and permitted only for growers who are members of Royal FloraHolland (hereinafter referred to as 'participant') whether or not in combination with their supplier and/or supply chain partner, subject to the conditions laid down in these General Terms and Conditions.
2. The product innovation (hereinafter "Product") or production process/business innovation (hereinafter "Concept") (collectively, "Innovation(s)") should be submitted by the participant. Royal FloraHolland reserves the right to impose further conditions on registration, eligibility to participate and on participation and/or exclude a natural or legal person or a participant from participation and/or refuse participation or terminate participation prematurely without providing reasons.
3. The participant is fully responsible and liable for the fulfilment of all obligations associated with participation in the Royal FloraHolland Sustainability Award and related to the participant's entry. The participant agrees to accept all consequences of registration resulting from the signing of the registration form, even if a non-signatory executes the signature.
4. There are no costs associated with participation in the Royal FloraHolland Sustainability Award, with the exception of any costs payable by a participant as an exhibitor for participation in a Royal FloraHolland-organised exhibition and with the exception of any costs incurred by a participant for Innovations to be submitted or submitted by him/her.
4. Participation is strictly personal and non-transferable. The participant is not entitled to transfer their registration or participation to a third party.
5. Participation is excluded for employees of Royal FloraHolland and/or third parties engaged by Royal FloraHolland in the Royal FloraHolland Sustainability Award.
6. Registration will not result in participation if the grower member in question engages in activities that, in the opinion of Royal FloraHolland, could be detrimental to Royal FloraHolland or the Royal FloraHolland Sustainability Award in general, such as activities that are contrary to the law, public order and/or morality, and activities that could otherwise damage the image of Royal

# General Conditions of Participation Sustainability



FloraHolland, the Royal FloraHolland Sustainability Award and/or Royal FloraHolland's business relations.

7. The participant is obliged to provide correct, current and complete information when participating in the Royal FloraHolland Sustainability Award. The participant must strictly observe all instructions given by Royal FloraHolland in this respect.
8. Each participant can submit multiple Innovations, but only one Innovation will be chosen with which the participant will actually participate in the Royal FloraHolland Sustainability Award. The Innovation must have already, demonstrably, appeared on the market or been practically put into use no later than the deadline date for entry into the Sustainability Award. In addition, it should not be older than two years at the time of registration.
9. Royal FloraHolland takes into account the principles of the [Sustainability Claims Guidelines](#) of the Netherlands Authority for Consumers and Markets (ACM) in its assessment. This guidance helps companies provide honest and verifiable sustainability information so that consumers and reviewers are not misled.
10. A professional jury will select a maximum of five (5) nominees from the participants or their entries in an impartial manner. The professional jury is selected by Royal FloraHolland in accordance with the jury regulations. The five (5) nominees will be individually invited to make a personal pitch to the expert jury. A professional presentation will then be made of the five (5) nominees with photographic and film material, which the public can then vote for online. A winner is selected based on the majority of votes, with audience votes counting for 30% and expert jury scores counting for 70%. In the online voting, the public can only vote once for one nominated entry, with Royal FloraHolland checking the method and number of votes by checking IP addresses, email addresses, etc., among other things. The judgement of the professional jury and the voting results determine the final result and therefore the winner of the Royal FloraHolland Sustainability Award. In the event of a tie, the expert jury will have the casting vote.
11. The Royal FloraHolland Sustainability Award will be presented at a fair designated by Royal FloraHolland for that purpose. Besides a prestigious physical trophy, the top three winners will receive practical marketing support to build on the sustainable initiative. This might include professional help with marketing and communications, sales management or strategic consultancy through the supplier chosen by Royal FloraHolland. The winner will also receive a company visit from the expert jury for personal advice as well as being promoted as an ambassador of sustainability within and outside our sector. All five (5) nominees will receive an individual jury report afterwards. No further correspondence can be entered into with Royal FloraHolland regarding the scoring (both jury and online voting). The audit report on the vote can be made available on request.
12. If Royal FloraHolland ascertains that votes are or have been cast more than once by the same person, or if it is ascertained that votes have been cast in an improper or fraudulent manner, these votes will be declared null and void and Royal FloraHolland reserves the right to cancel or terminate the participation of a nominated participant with immediate effect and/or to overturn the participant's nomination.
13. Participants will be personally informed within seven (7) working days after the close of entry period, respectively, whether the participant has been nominated for the Royal FloraHolland Sustainability Award using the email address they provided during registration.
14. By participating, participants and winners explicitly grant Royal FloraHolland permission to use the personal and company names provided and the entries submitted for the Royal FloraHolland Sustainability Award or the results free of charge for the purpose of announcing the nominees and the winner via all media and in the promotion of the Royal

# General Conditions of Participation Sustainability



FloraHolland Sustainability Award. No financial compensation will be paid to the participant by Royal FloraHolland or the Royal FloraHolland Sustainability Award organisation for the cooperation provided by the participants in the aforementioned activities or announcement.

15. Any questions and/or complaints by the participant can be communicated by email to [sustainability@royalfloraholland.com](mailto:sustainability@royalfloraholland.com) or by phone via KCC T: 088-7898989.

## **Article 3 Cancellation**

1. Royal FloraHolland reserves the right to cancel or terminate the participant's participation in the Royal FloraHolland Sustainability Award with immediate effect in the event of:
  - a) a (binding) instruction or regulation from a competent government body to Royal FloraHolland regarding (the licence to organise) the Royal FloraHolland Sustainability Award;
  - b) there being insufficient entries for participation in the Royal FloraHolland Sustainability Award, in the opinion of Royal FloraHolland;
  - c) force majeure, such as not reasonably foreseeable and/or unforeseeable circumstances beyond the direct sphere of influence of Royal FloraHolland;
  - d) bankruptcy, suspension of payments or debt restructuring of the participant or an application to that effect;
  - e) closure or liquidation of the participant's business;
  - f) an act or omission of the participant in violation of the provisions of these General Terms and Conditions, including alleged infringement of the (intellectual property) rights of third parties, and/or in violation of the law or public order;
  - g) change of circumstances and/or insights at Royal FloraHolland, in such a way that Royal FloraHolland would not have allowed the participant's registration or participation in the Royal FloraHolland Sustainability Award to come about had they been aware of these circumstances and/or insights.
2. Royal FloraHolland will inform the participant in writing (by email) of the cancellation or termination, giving the reason.
3. In case of cancellation of participation agreement by the participant themselves, they must notify Royal FloraHolland in writing (by email).
4. In the event of cancellation as described in paragraphs 2 and 3 of this article, the participant shall have no right or claim to any reimbursement of costs by Royal FloraHolland if and insofar as he/she has incurred costs himself/herself.

## **Article 4 Intellectual property rights**

1. By participating, the entrant acknowledges Royal FloraHolland's intellectual property rights in respect of the Royal FloraHolland Sustainability Award, including the name, terms and conditions and information associated with the Royal FloraHolland Sustainability Award.
2. The participant guarantees Royal FloraHolland that his/her participation or his/her entry for the Royal FloraHolland Sustainability Award does not infringe any intellectual property or other rights of third parties. The participant is required to immediately inform Royal FloraHolland of any (possibly) infringing activities by the participant towards third parties and/or Royal FloraHolland or concerning the participant's participation in the Royal FloraHolland Sustainability Award. Royal FloraHolland has no duty of investigation in this regard. The participant shall indemnify Royal FloraHolland for any claims or claims by third parties in this regard.

# General Conditions of Participation Sustainability



3. Royal FloraHolland is at all times free to use information, details and/or data provided by participants for its own internal business purposes, including promotion of the Royal FloraHolland Sustainability Award, and Royal FloraHolland reserves the right to do so at all times. To the extent necessary, the participants hereby grant Royal FloraHolland permission or a non-exclusive, non-transferable licence for no consideration.
4. The participant, other than with the explicit written permission of Royal FloraHolland, is not permitted to use in any way whatsoever the intellectual property rights of Royal FloraHolland, including the (brand) name and/or the house style of Royal FloraHolland as well as the name and house style in relation to the Royal FloraHolland Sustainability Award.

## **Article 5 Liability**

1. Royal FloraHolland accepts no liability for damages of any kind suffered by the participant as a result of participation in the Royal FloraHolland Sustainability Award. Royal FloraHolland accepts no liability for damage incurred by the participant as a result of cancellation, refusal or exclusion of participation by Royal FloraHolland as described in these General Terms and Conditions.
2. Royal FloraHolland is not liable for any damage as a result of its services in this regard, except for damage directly caused by intent or deliberate recklessness on the part of (an employee of) Royal FloraHolland. In the event of an error on the part of Royal FloraHolland's employees that can be regarded as deliberate or consciously reckless, the liability of Royal FloraHolland and its employees is limited to the costs charged for the Royal FloraHolland Sustainability Award.
3. If the participant has failed in his responsibility or fulfilment of his obligations, Royal FloraHolland shall under no circumstances be liable for any resulting damage.
4. Royal FloraHolland does not take out insurance in relation to the participant's participation in the Royal FloraHolland Sustainability Award. The participant has their own responsibility in this regard.
5. The participant indemnifies Royal FloraHolland against claims from third parties related to participant's participation in the Royal FloraHolland Sustainability Award.

## **Article 6 Applicable law & disputes**

1. These General Terms and Conditions, the (agreement of) participation or any other agreement in the context of participation in the Royal FloraHolland Sustainability Award between Royal FloraHolland and the participant, of which these General Terms and Conditions form a part, are exclusively governed by Dutch law.
2. All disputes arising between Royal FloraHolland and the participant related to or arising from (the agreement of) participation in the Royal FloraHolland Sustainability Award, these General Terms and Conditions or any other agreement in the matter will be settled by the competent court in Amsterdam.