

# Conditions of Participation for the TC Award

## 1. General

1.1 The following conditions regulate participation in the TC Award with the categories print-oriented and multimedia. Participants accept these conditions by applying to participate in the TC Award by submitting information products/apps.

1.2 Changes or supplements to these conditions of participation shall be made in writing.

1.3 The TC Award is awarded the European Association for Technical Communication – tekomp Europe e.V. – (hereinafter referred to as “tekomp Europe”) and organized by tcworld GmbH. The reviewer carried out as part of the TC Award should not be viewed as an expert activity within the meaning of activities by private reviewers or publicly appointed and sworn reviewers within the framework of a legal procedure.

## 2. Participation in the TC Award

2.1 No legal claim to participation in the TC Award exists. Only creators of the information product/app or clients who ordered the information product/app may participate; third parties may not.

2.2 All copies of the information products submitted for the TC Award (printed copies and data carriers) become the property of tekomp Europe. It is within their discretion to return the information products, use them for the purpose of internal training of reviewers, or destroy them after conclusion of the TC Award. All mobile end devices will be returned after the completion of the procedure. Participants consent to the printed copies and mobile end devices they submit being made available to the reviewers.

2.3 Participants commit to making a functional copy of the product described in the information product/app available for a docu-product test with the information product/app. If it becomes evident that the information product/app and product do not match, the reviewer will be discontinued and the docu-product test assessed with the grade “unsatisfactory”. In this case, the participant receives only an incomplete reviewer. Participation with information products/apps for which it is impossible to hand over a functional copy of the product described, e.g. systems, requires a separate agreement. Products shall be provided to

tekomp Europe at no cost. For the duration of the reviewer as part of the TC Award, tekomp Europe will keep the products in safe custody. The products will be insured against external influences, such as, e.g. fire or forces of nature within the framework of market insurance policies for property insurance.

2.4 By applying, participants commit to presenting a declaration of consent by the product manufacturer to submission of the information product/app to the TC Award and to the mention of the manufacturer’s name in connection with publications about the TC Award. If a documentation

service provider submits an information product/an app for the TC Award, a contact person for the manufacturing company must additionally be named and a telephone number provided.

2.5 Participation in the TC Award is subject to payment. The fee rates are determined by tekomp Europe through its committees and published in the invitation to the TC Award. Participants assume the costs for external appointments (reviewer and travel costs), customs duties or shipping fees abroad. Fees are due for payment upon approval of the information product/app after successful pre-examination for reviewer. Participants then receive an invoice for the participation fee.

2.6 If a participant cannot fulfill his obligations, he can be excluded from the TC Award with no further ado. This applies even if the information product/app has already been approved for the TC Award. All costs incurred must nevertheless be borne by the participant.

2.7 Any liability of tekomp Europe and persons entrusted by it within the framework of the TC Award, particularly the reviewer, shall be limited to willful intent and gross negligence. This does not apply if personal injuries have been caused. tekomp Europe assumes no liability for any loss of devices sent in (transfer of risk).

2.8 Every company may submit two information products (printed and/or multimedia). Registration is only considered complete when the signed registration form and the documentation are present in the tekomp Europe head office or sent via email to [registration@tc-award.com](mailto:registration@tc-award.com).

### **3. Consent to the collection, processing and use of personal data for participation in the competition and reporting on the TC Award**

3.1 With the registration for the TC Award, participants agree to tekomp Europe collecting, processing and using the personal data specified to carry out the competition in the joint tekomp database (tekomp Deutschland and tekomp Europe) and sharing it with the joint service provider tcworld GmbH. No further forwarding of personal data will extend beyond this. In particular, the names and other personal data of participants will not be forwarded to the reviewers. The personal data (including results) will remain stored until revocation, which is possible at any time, at the longest, however, 10 years after the competition. You may send a revocation at any time under the heading of "TC Award" to [info@tekomp.de](mailto:info@tekomp.de) or by fax at +49 (0)711 / 65704-99.

3.2 Moreover, participants consent to tekomp Europe reporting at its discretion on the TC Award and its results. This includes, in particular, the publication of the winners' names, as well as photos and film footage of the award ceremony. Reporting on the TC Award extends to "tcworld", as well as to lectures and presentations within the framework of tekomp events, the website, and the newsletter, among other tekomp Europe Media and its service company tcworld GmbH.

### **4. Reviewer**

4.1 The review takes place on the basis of the evaluation procedure passed by the Advisory Board. Participants have no way of influencing this procedure. The reviewers appointed by the Advisory Board cast their vote to the best of their knowledge and belief.



4.2 Participants acknowledge that the reviewers are not obliged in any way to advise or inform them of any risks possibly resulting from the use of the information product/app. Any information given during the review should be considered legally non-binding advice. The above also applies in the same way for tekomp Europe.

4.3 The reviewers are obliged to maintain confidentiality. This applies even after conclusion of the TC Award. tekomp Europe and the Advisory Board do not give the names of the reviewers to participants. A brief assessment is available to participants. Beyond this, participants have no claim to information, particularly not on the person of the reviewer undertaking the review.

4.4 The reviewers are committed to strict neutrality. They are required to reject every form of influence, even if only attempted, on the assessment. Such an attempt can, moreover, result in exclusion from further participation and review.

## 5. Use of the TC Award logo

5.1 If the information product/app receives an award, the participant may use the “TC Award” logo with the corresponding year in the advertisements of his company. The logo may, moreover, be affixed to the information product/app examined. Use of the logo on information products/apps that were not examined within the framework of the TC Award is prohibited. The logo is sent only after announcement of the winners.

5.2 If the information product/app receives an award, their creators (according to the information given in the registration form) will receive the TC Award for Individual Excellence.

5.2 It is prohibited to use the “TC Award” logo without the year. Inappropriate use can result in the subsequent withdrawal of the award.

5.3 A license for use can be granted free of cost. This does not extend to the reviewer as such.

## 6. Publications

6.1 In their own publications, participants commit to referring to the TC Award with the following wording: “The information products/app for [product name] were/was awarded the TC Award in [year]”. Additions such as, e.g. accentuations (like “awarded best information product/app”) shall be refrained from. Violations of the above rules justify injunctive relief by tekomp Europe against the participant, which can also be enforced by way of interim relief. References to the grade, the overall number of participants, or the number of information products/apps given awards are permitted. Further representations of the TC Award such as, e.g. professional articles, should be coordinated before publication with tekomp.

## 7. Incidental provisions

7.1 The decisions of the reviewers are fundamentally not available for review. Recourse by law shall be precluded.



7.2 Should clarification be required, the Advisory Committee for the TC Award can be called. The Advisory Committee and the representative of the Advisory Committee from the Extended Board of Directors will give a ruling that is binding and conclusive.