

### **Terms and Conditions of Participation**

### 1. Organizer and Jury

a. Hellmann helps e.V.: The competition is organized by the non-profit association Hellmann helps e.V., Elbestraße 1, Osnabrück, Germany (hereinafter referred to as "Hellmann helps").

b. Jury: Hellmann helps delegates the selection of the winning ideas to an advisory board (hereinafter also referred to as the "jury"). The advisory board consists of 2 representatives from the Hellmann family as well as 2 experts from Hellmann Worldwide Logistics and the board of Hellmann helps. Further information on the jury members will be made available on the competition page.

#### 2. Consent to Conditions of Participation

In order to submit an idea to the competition, all participants must accept the conditions of participation. The terms and conditions of participation will be made available to participants as a pdf download on the HINT page under <a href="Hellmann helps-for the better">Hellmann helps-for the better</a> (hereinafter referred to as the "HINT page") before submitting the application. By submitting the application, participants agree to the conditions of participation. The conditions of participation constitute a legally binding agreement between the participants and Hellmann helps.

#### 3. Eligibility to Participate

To be eligible to participate,

a. the natural person submitting the application must be fully authorized to do so and at the same time ensure that the applicant can implement the project on his/her own responsibility;

b. the participants must be able to start implementing the idea within 8 weeks of the announcement of funding or submit a binding timetable for implementation within this time frame;



c. the participants must be able to prove that the funding will be used exclusively for purposes of public benefit;

d. participants must not engage in unlawful and discriminatory recruitment or employment practices (including discrimination based on sexual orientation or gender) or other unlawful and discriminatory practices in the implementation of the project; and

e. the participants must agree that if they are granted funding, they will use it to implement the idea in such a way that the result is open to all people regardless of their religion and does not serve the purpose of proselytizing.

#### 4. Application deadline

Applications can only be submitted within the application period indicated on the HINT page and exclusively via the forms query. Participation in the competition is only possible within the application period.

#### 5. Participation in the competition

- a. Participation in the competition is free of charge.
- b. To take part in the competition and submit their own application, participants must follow the instructions in the forms query. They must enter their contact details and the idea. The application is submitted using the "SUBMIT" button. Participants must note that they can no longer change their application once they have sent the form query. The application cannot be saved temporarily in the online form.
- c. Applicants can apply with a maximum of three ideas (project proposals). A prerequisite for the validity of the submissions is that the ideas are thematically different and can therefore be assigned to different thematic categories. If this is not the case, the idea submitted first will be evaluated.



- d. Applications that are illegible in whole or in part, incomplete, falsified or in any way violate the law or are submitted late are invalid and will not be considered.
- e. Participants may be asked by Hellmann helps to submit additional information about the application and the initiators.

### 6. Application requirements

- a. The application must also meet the following requirements ("application requirements"):
- 1. it must not be derogatory, offensive, threatening, defamatory, discriminatory, libellous or contain content that is in any way inappropriate, offensive or sexually suggestive, promotes hatred of or discrimination against any group or person, or is otherwise contrary to the theme or spirit of the competition;
- 2. it must not contain any content, materials or elements that violate applicable law;
- 3. it must be an unpublished original that does not contain, embody or otherwise use content, materials or elements belonging to a third party, unless that third party has given written permission to do so and such content, materials or elements are clearly identifiable as such;
- 4. it must not contain any content, elements or materials that violate the personal rights, the right to privacy or the intellectual property rights of third parties;
- 5. it must be written in German or English;
- 6. it must not damage the reputation of Hellmann helps.
- b. Hellmann helps will examine every application received by the deadline to ensure that it meets the provisions of the conditions of participation and, in particular, that it complies with the application requirements.



c. Hellmann helps reserves the right, at its sole discretion, to exclude participants from the competition at any time if they have submitted an application that does not comply with the provisions of the conditions of participation or violates them (see also section 15 below).

### 7. Selection procedure and granting of funding

- a. The Hellmann helps Advisory Council will make a preliminary selection from all applications, taking into account the selection criteria on which the competition is based (see section 8 below). The final selection of funded projects will be made by the jury in August 2024.
- b. The ideas selected by the jury will be announced after the jury meeting by e-mail to the respective contact person named in the application.
- c. There is neither a right to justification of rejections nor a legal claim to the granting of funding. Legal recourse is excluded.
- d. All sponsored ideas will be published by Hellmann helps in a suitable form. By taking part in the competition, the sponsored participants expressly agree to this.
- e. In the case of funding, a confirmation of use ("call-off of funds") must be submitted. Hellmann helps provides a form for this purpose. This must be signed and received by Hellmann helps in the original within 6 weeks of approval, otherwise the approval expires.
- f. Payments are made exclusively to bank accounts specified in the call-off of funds.



#### 8. Evaluation criteria

All applications are evaluated by Hellmann helps and by a jury according to the following criteria:

- 1. **Tangible social and/or ecological impact** Can this idea make a concrete contribution to socio-ecological change? While social <u>or</u> ecological impacts can be generated for small projects (up to EUR 5,000), major projects (over EUR 5,000) must generate social <u>and</u> ecological impacts
- 2. **Model character / transferability** Can this idea also be implemented in other regions / locations / branches?
- 3. **Involvement of HWL employees** Are one or more HWL employees integrated into the project or can they participate in its implementation?
- 4. **Long-term nature of the project beyond the funding period** Does the idea have the potential to become permanently established?
- 5. **Relation to logistics or supply chains** Is the project directly or indirectly related to logistics or the improvement of supply chains (in the broadest sense)?
- 6. **International focus** Does the project have an international focus / does it contribute to the widest possible diversity of people with different cultural backgrounds being able to engage in social and / or environmental change?

The selection criteria are deliberately not aimed at scientific excellence, but at ideas that can be implemented well, involve other people and can therefore serve as model projects.

### 9. Use of the funding

The winning ideas will be awarded a grant: small projects up to EUR 5,000; large projects from EUR 5,000.

a. All funded ideas are published in a suitable form.

#### 10. Use of the grant

a. The funding must be used for the implementation of the project described in the application.



- b. The implementation of the idea should start within 8 weeks of receiving the funding or be promised within this period by submitting a binding timetable.
- c. the project must have been completed no later than 18 months after receipt of the funding commitment and the funding received must have been used in accordance with the call-off plan;
- d. 8 weeks after the end of the funding period, a final documentation (film, photos, text, etc.) is required for publication in the HINT, which must be submitted to Hellmann helps (hellmann.helps@hellmann.com).
- e. The funding must be used economically and sparingly.
- f. A transfer or exchange of the grant is not permitted.
- g. If the costs for the approved project are higher than the funding received, there is no right to an increase in funding.
- h. Changes to the intended use after the grant has been awarded must be reported to Hellmann helps immediately and agreed. The consent of Hellmann helps must also be obtained in the course of the project in the event of changes in time, content or other relevant changes.
- i. The funded participants undertake to repay the entire funding if it has not been used for the purpose for which it was intended. The right to immediate repayment of the funding also applies if the intended purpose no longer applies, the project cannot be realized or the funded participants violate these conditions of participation.

#### 11. Taxes

In order to receive the subsidy, Hellmann helps' beneficiaries must submit all documents required by Hellmann helps to comply with all applicable tax laws.



### 12. Intellectual property, granting of rights of use

- a. Any copyrights to the submitted ideas and images or videos remain with the submitters.
- b. However, Participants grant Hellmann helps a non-exclusive, royalty-free, perpetual, irrevocable and sub-licensable right to use all materials, including the Application(s), any marketing materials and including the presentation, logo(s) respectively the logos of the Participant(s) or their associated organization(s), contained in the Application and any marketing materials submitted as part of the Application- including but not limited to images, photos, commentary, information, text, videos, feedback, creative ideas, and any other materials submitted (hereinafter referred to as "Entry") in connection with the Competition, in whole or in part, on any media, through any channel or technology, online or offline, tangible or intangible, in accordance with these Terms and Conditions, including, without limitation, the right to use the Entry in whole or in part
- 1. to host, store, reproduce, distribute, exhibit, perform or otherwise publicly reproduce (in particular to make publicly accessible, broadcast) and use in any other way;
- 2. modify, adapt, edit, transform and rework (including the right to translate), create, use, publish and exploit derivative and/or new works derived from and/or based on the Licensed Contribution or parts thereof;
- 3. to make and distribute copies of the licensed contribution or parts thereof and to publicly reproduce the licensed contribution in whole or in part and otherwise make it publicly accessible;
- 4. to combine the licensed contribution or parts thereof with other content and to use it in connection with all other content.
- c. Hellmann helps, on the other hand, is not obliged to use the participants' contributions.
- d. By submitting photographic or video material, the participants assure that only those recordings will be submitted for which there are no indications that the interests of the persons depicted therein in not using the material for the purposes of the competition



outweigh the legitimate interests of the participants or Hellmann helps. The participants guarantee to take special care if the persons concerned are children. In case of doubt, participants should obtain the consent of the persons depicted (or their legal guardians).

e. Any reference to Hellmann helps or this ideas competition, in whatever form, requires the prior written consent of Hellmann helps.

In order to review the application, Hellmann helps may also disclose the application or entries to its employees and their respective vicarious agents for the sole purpose of conducting the competition.

### 13. Data protection

- a. Personal data provided in the application may be collected, processed, stored and shared with the jury members for the purposes of running the competition.
- b. Insofar as Hellmann helps collects, processes or uses personal data from participants, this is of course done in accordance with the provisions of the European General Data Protection Regulation (GDPR) and the German Federal Data Protection Act (BDSG).
- c. The data (name, e-mail address, telephone number) of the participants will be used to provide the participants with information about the competition and are necessary for the implementation of the competition (Art. 6 para. 1 letter b GDPR).
- d. When the ideas are published in HINT, the first name of the submitting person and the specified location are also displayed. The further presentation and reporting on the funding objects is in the legitimate interest of Hellmann helps (Art. 6 para. 1 letter f GDPR).

Further details on data processing, in particular the rights as a data subject, can be found in the information on data protection from Hellmann helps at www.hellmann.com/bed\_hellmann-helps.



### 14. Guarantee and indemnity obligation

The participants guarantee that they are the exclusive owners of the rights required for the submitted application and that they are authorized to submit the application to the competition and to grant the necessary rights of use. The participants guarantee that they will not submit an application that

- 1. infringes property rights, intellectual property rights, industrial property rights or other rights of third parties, in particular no copyrights, trademark rights, patent rights, trade secret rights, privacy rights, personal rights or confidentiality obligations; or
- 2. contains confidential or protected information, or
- 3. violates applicable law in any other way.
- b. The participants shall indemnify Hellmann helps and its employees against all damages and expenses arising from
- 1. from a breach of one of the aforementioned guarantees or
- 2. result from non-compliance with these conditions of participation on the part of the participants.

### 15. Reservation of cessation of competition and exclusion

- a. Hellmann helps reserves the right to discontinue, suspend, change or postpone the competition at any time, even partially, in particular if the proper execution of the competition can no longer be guaranteed for technical or legal reasons.
- b. Furthermore, Hellmann helps reserves the right to exclude participants, in particular if they do not meet the conditions of participation or violate them (see section 6 (c) above).



- c. Hellmann helps may also exclude participants from the competition at its own discretion for the following additional reasons:
- 1. if participants obstruct or impair the competition or
- 2. if Hellmann helps may reasonably assume that participants have attempted to influence the proper conduct of the competition through fraud, deception or other infringing acts or
- 3. if participants disturb, threaten or harass Hellmann helps or other organizations in the context of the competition,
- 4. if participants provide false information regarding identity, , telephone number, email address or ownership of rights in connection with the competition.

#### 16. Independence

Under no circumstances shall the submission of an application to the Competition, the award of a grant, the conduct of the Competition or any provision of these Terms and Conditions be construed as an offer or contract of employment, agency, partnership or joint venture with Hellmann helps.

### 17. Non-binding nature

This ideas competition does not constitute a claim to the realization of a project in part or in whole,

### 18. Consumer dispute resolution, applicable law, place of jurisdiction

a. We are neither willing nor obliged to participate in dispute resolution proceedings before a consumer arbitration board.



b. These conditions of participation are subject to German law. The parties agree that Osnabrück shall be the exclusive place of jurisdiction for any disputes relating to these conditions of participation, insofar as this is legally permissible. Legal recourse is excluded