

AMENDMENT TO THE TERMS AND CONDITIONS OF THE LIVING DIGITAL AWARDS 2022 CONTEST

The organising entity, Evoque Living Ceramic S.L., holder of Spanish tax ID (NIF) no. B12902300 and with registered address at C/ Vila-Real Onda CV 20 Km 2.5, postcode 12540, is organising the V notice of the 'LIVING DIGITAL AWARDS 2022' (hereinafter, 'the Contest'), in accordance with the terms and conditions set forth below.

In no event shall the Organiser be responsible for the services of any other entity with which it collaborates or intervenes in the enjoyment or management of the Contest.

SOLE PROVISION. - AMENDMENTS

Pursuant to this contract, the Organiser is partially amending the Terms and Conditions published on website www.livingceramics.com, on 1th October 2021.

1. In accordance with the provisions of the Terms and Conditions, the projects could be sent to the Organiser via email to award@livingceramics.com until 24 January 2022.

Notwithstanding the foregoing, the Organiser has decided to extend the deadline for submitting the materials, keeping the same formats and procedures established in the Terms and Conditions. Specifically, participants will be able to send their projects to the email address award@livingceramics.com until 09th may 2022.

2. On the other hand, in accordance with the provisions of section 1.2, third paragraph, the participants could attend a face-to-face event which would take place on February 8, 2022 at the Organizer's headquarters in Villa Real (Castellón).

Notwithstanding the foregoing, the Organizer has decided to suspend the aforementioned event in person, turning it online. Participants will be able to connect and follow it through the following link: www.livingceramics.com

In all aspects not expressly amended by this document, the conditions and requirements established in the Terms and Conditions remain in force.

This amendment is available on the www.livingceramics.com website.

LIVING DIGITAL AWARDS

TERMS AND CONDITIONS

1. Organising entity

The organising entity, Evoque Living Ceramic S.L., with Spanish tax ID (NIF) no. B12902300 and registered address at C/ Vila-Real Onda CV 20 Km 2.5, post code 12540, (hereinafter, "the Organizer"), is organising the "LIFE IS FOR LIVING AWARDS 2022" (hereinafter, "the Contest"), in accordance with the terms and conditions set forth below.

The Organizer never will be responsible for the services of any other entity with which it collaborates or intervenes in the enjoyment or management of the Contest.

2. Prize candidates

Any natural or legal person, of any nationality, older than 18 years-old, either individually or in teams, may participate in the competition, provided that the conditions specified in the terms and conditions of this call for entries are met, either on their own initiative or at the request of the entity promoting the prize and whose activity consists of architecture, landscaping, decoration or distribution of the Living Ceramics brand.

In the event that it is desired to present the design of a minor, the participation must be formalized by the duly accredited legal guardian or representative, declaring for all purposes that it has the consent of the owner of the design to include it in the Contest.

Designs may not be submitted on behalf of another person without the provision of a supporting document stating the relevant representation authorization.

Living Ceramics employees, jury and family members up to the second degree of kinship cannot participate in this competition.

3. Purpose

The competition will have just one category:

- **Living Concept:** Real spaces or rooms in which the application of any Living Ceramics product plays a relevant role. The assessment focuses on the design of a given space, regardless of whether it is part of a larger project or a single room. As such, any space or singular element as part of a larger project may be presented independently.

The difference between the LIVING DIGITAL AWARDS and the traditional LIFE IS FOR LIVING AWARDS is that, in this new award, it is not necessary to present an entire project. Instead, a single room which features Living Ceramics products will be enough. By doing this, we give those architects, interior designers and distributors who have used our materials in a single space/renovation project, taking care of the composition and design of the space, an opportunity to participate.

4. Conditions of participation

4.1 The projects submitted must use Living Ceramics floor and wall tiles, countertops or bathrooms in the formal part of the project.

4.2 A technical committee appointed by the company will check the compliance of the projects with the requirements set forth in the terms and conditions.

4.3 Both national and international projects can participate in this competition.

4.4 The projects that participate in the LIFE IS FOR LIVING AWARDS will not be able to participate in the LIVING DIGITAL AWARDS 2022 competition.

4.5 Participants will need to attend the LIFE IS FOR LIVING event, which will be held on 8 February 2022 in the Organizer head office en Vila-real (Castellón).

4.6 Will not be allowed Designs submitted by participants who:

- Are offensive, vulgar or in a mocking mood.
- Are contrary to the values defended by the Organizer.
- Include sexually explicit or suggestive content.
- Promote any type of illegal, unsafe or dangerous activity.
- Infringe the rights of third parties, including Intellectual and Industrial Property rights.
- Do not comply with these Legal Bases.

5. Assessment criteria

Living Concept:

- Appropriateness in the choice of material and its format.
- Creation and design of new uses for our materials.
- Photographic composition.
- Originality in the composition of the space.
- The president of the judging panel shall cast the final vote in the case of a tie.

The designs submitted to the Contest must be innovative and unpublished, and may not have been submitted to any other contest or previous contest, not even when in said contests or contests these designs do not turn out to be the winners.

The Organizer reserves the right at any time to disqualify those participants who:

- Have misused the Contest, making its normal development impossible or damaging its purposes, or have been presented through the use of fraudulent means.
- Provide creative services, directly or indirectly, to companies within the Organizer's competence.
- Have provided false or incorrect information or the design is delivered on behalf of another person without the mandatory representation.
- Submit designs that are being commercially exploited by other parties.
- Breach any provision of the Legal Bases.

6. Acceptance of the terms and conditions.

By registering for the **Life Is For Living Awards**, the participant accepts these terms and conditions and the criteria of the judging panel, as well as, where applicable, that of the technical committee appointed by the organizer with regards to the resolution of any issues arising from the Contest. The participants agree to the decisions taken by the technical committee, against which no complaints can be lodged.

By participating in the Contest, the participants declare that they agree with these Legal Bases, taking responsibility for the veracity of the data provided, exempting the Organizer from any liability that may arise from it. In the event that the participants have provided false information, their participation will not be taken into account, they will be excluded from the call and, consequently, they will not be eligible for any prize.

7. Submission of the projects/real spaces

Submissions are made by posting on Instagram. The posts can contain up to 10 photos, all of them featuring Living Ceramics products.

You must do the following in order to participate:

- Upload a photograph to your Instagram profile
- Tag @livingceramics.com in the post
- Use the hashtag #livingdigitalawards22

The Organizer will send a DM confirming participation before 17 January 2022. If the requirements set out in these terms and conditions are not met, the entry will not be accepted.

The judging panel will narrow the participants down to 15 finalists, who will be duly informed of their inclusion in the final fifteen via DM. They will then be asked to send an email to award@livingceramics.com before 24 January, including the following:

- **Completed entry form** (attached to this call for entries and available in the competition section on our website at <http://www.livingceramics.com/living-awards/>)
- **ZIP folder or download link** containing the materials, which includes the following:

1. **Technical report:** Brief text explaining the project/space and the product used in PDF and/or Word format. This document should be duly identified with the name of the project and author.
2. **Images:** Participants must include a folder which contains at least 3 images of the project in JPEG/TIFF format at a resolution of 300 dpi. The corresponding authorization sent by third parties whose images appear in the designs must be provided.

The Organizer will confirm the receipt and correct download of the materials via email until January 24, 2022. If all the materials requested in the bases are not received, the application will not be accepted. The Organizer declines all responsibility in the event of poor reception or non-reception of the materials, for any reason, as well as the possible malfunction of the internet or social networks and error in any email message. Likewise, the participants are exempt from any responsibility for errors or omissions that the contents of any websites and / or other contents that could be accessed through the different social networks and communication media may suffer from.

The Organizer reserves the right to temporarily close the website <http://www.livingceramics.com/living-awards/> -, for maintenance and / or security reasons.

Acts of piracy or intended to manipulate the call to the detriment of the rest of the participants are not allowed. In the event that the Organization has suspicions that a participant has fraudulently manipulated or tried to manipulate the call for their own benefit, it will automatically eliminate it by communication via email with no further requirement than to issue a reasoned explanation of the elimination.

The Organization, its parent companies, associates, subsidiaries or branches and any of its agents will not be responsible for personal injuries, losses, or any other type of damage that results from participation in the Contest or from the acceptance or use of the prize awarded.

8. Originality of the projects and Property rights

Participating candidates whose projects are proposed for the Contest guarantee that:

The project they present is original and does not infringe the intellectual or industrial property rights of third parties, agreeing to leave the Organizer harmless against any claim by third parties that may be required due to the breach of the obligation established in this pulled apart.

All the information and documentation that accompanies the project is true, complete and accurate.

Likewise, the participants confirm that they are the authors of such designs and that in their designs there is no content that is illegal, harmful, dangerous, abusive, threatening, harassing, defamatory or vulgar, or that infringes any trademark, design or any other right. Intellectual or Industrial Property right, or any other right of a third party.

The Intellectual and Industrial Property rights on the call and all the materials included in it belong to the Organizer, being protected by copyright, in accordance with Spanish laws and international conventions that are applicable.

By sending this material, it is understood that the image rights relating to this visual material are transferred to the Organizer. This authorisation includes all uses that may be made of the visual content that is transferred, or part of it, using any medium or support, including social media and other online platforms and for any application or purpose, be it journalistic, editorial, advertising, decorative, etc. and the inclusion on its respective website.

As such, the participant expressly waives any right or power of examination or approval of the visual content with regards to its uses, the end products produced with their material and any accompanying texts.

This authorisation is granted for the sole purpose of commercial promotion of the company, and is not subject to any time limit or restricted to any specific country.

The participant guarantees that each project submitted to the LIFE IS FOR LIVING AWARDS does not infringe the intellectual or industrial property rights of third parties and that they undertake to indemnify Living Ceramics against claims from third parties due to non-compliance with the obligation mentioned in this section.

The participants consent to the Organizer publishing their names and surnames and image on the internet or in the press, as well as the use for historical purposes of the published material in which their name and surnames are inserted, in order to promote the LIVINGCERAMICS brand. and to grant the present contest the maximum diffusion.

Likewise, the participants agree to participate in any promotion and publicity activity of the contest determined by the Organizer, according to their availability. Such activities may include the use of the participant's project name, as well as the name, photos, voice and others related to advertising, trade and promotional purpose without additional compensation, in all media now known and undiscovered hereafter, globally, without the need for notification or review or approval by the participants.

Under no circumstances will the Organizer be responsible for possible judicial or extrajudicial

claims in cases of plagiarism, copies and / or any other type of breach of the Intellectual and Industrial Property Law of third parties that may be affected by the designs provided by the participants.

9. Duration/Calendar

The window for submitting projects/spaces will open on 8 November 2021 and will close on 17 January 2021. Submissions made outside of this window will not be considered. From 18 January to 24 January, the 15 projects chosen as finalists will be able to formalise their submission by following the steps indicated for said purpose.

The judging panel will select the three best posts between 25 January and 31 January 2021. The finalists will be contacted via DM from 1 February onwards.

If you have any questions or queries, send an email to the Living Ceramics Award Department at award@livingceramics.com

10. Judging panel

The judging panel, which will act in accordance with the terms and conditions of the competition, will be comprised by six influential people from the world of design and architecture.

Each member of the judging panel will provide the reasons for their vote, assessing the use of the Living Ceramics tiles in each space.

The judging panel shall act as a single body and will announce the winner by majority vote. In the event of a tie, the president's vote will count double.

The decision of the judging panel is final.

One of the members of the judging panel will act as secretary and will take minutes of the meeting.

11. Prizes

A prize will be awarded to the work chosen as the winner of the competition. €2,000 will be given to the owner of the winning post and the Instagram account through which he/she entered the competition.

The winning project will be included in the dossiers for the 2021 event. It may also be used for any other promotional activity organised by the company.

12. Communicating and confirmation of the prize to the winner

Once the judging panel has issued its verdict, the Organizer will contact the winning finalists via email to let them know that they have won and to ask them to accept the prize in writing. Prize winners must confirm their acceptance of the prize in the seventy-two hours following receipt of this email, including, where applicable, the personal details required to receive the award. If, having tried to notify the winning finalist via the contact details provided when replying to the call for entries, there is no reply; if the winning finalist cannot be verified within the required time period; if the winning finalist cannot accept their status as winner; or if he/she cannot be selected for any other purpose; their selection as winning finalist will be revoked and the prize will be awarded to the first alternative winner as chosen by the judging panel, and so on.

In the event of a modification of the participants' data, they must immediately notify the Organizer. Otherwise, the Organizer will not be responsible for the failure to receive the information and / or the communication of the prizes that may correspond to the participants.

Participants must be available to travel and attend the awards ceremony (provided that travel is authorized in accordance with the regulations on sanitary restrictions).

When the winner has died prior to enjoying the award, the Jury will designate an alternate. In the event that, for any reason, the winner cannot enjoy his prize, he may transmit it to any Non-Profit Organization he chooses. The prize cannot be substituted, replaced or combined with another offer, being expressly prohibited the commercialization of the received prize.

Each and every one of the taxes levied on the perception of the prize will be for the exclusive account of the winner. In accordance with current Spanish legislation, the prizes object of this call will, in principle, be subject to withholding or payment on account of personal income tax or a tax of a similar or identical nature in the territory in which the winner is a tax resident. The fiscal repercussions that the awarding of the prize may have on the winner's taxation will be borne by him only, for which the Organizer is exonerated of any responsibility in this regard.

13. Data protection

The participant is informed that the personal data provided for the time strictly necessary, in their submission will be stored in the files owned by EVOQUE LIVING CERAMIC S.L., with registered address at Ctra. Vila-Real – Onda CV 20 KM 2.5, post code 12540, Vila-Real – Castellón, and will be processed for the purpose of the proper management of the company's communications, events and publications.

These legal bases legitimize the treatment described above and are the contractual relationship established between the participants and the Organizer, so with the acceptance of the legal bases and the consent of the user freely given when participating in the Contest, for purposes additional to that of the management of the call for the Contest and this consent can be revoked at any time.

The data requested must be provided, as the application cannot be considered without them. Participants can exercise their rights of access, rectification, cancellation and opposition by writing to EVOQUE LIVING CERAMIC S.L., Ctra Vila-Real – Onda CV 20 KM 2.5, postcode 12540, Vila-Real – Castellón, or by sending an email to comercial@livingceramics.com

Participants can obtain additional information on the processing of their data by consulting the full text of the Organizer's Privacy Policy through the following link: <https://livingceramics.com/politica-de-privacidad/>

14. Confidentiality

All information that the participant provides to the Organizer within the scope of the Contest, will be understood as confidential, forcing himself not to reveal any aspect to third parties who are not part of the Jury, or are his advisers, unless such disclosure is imposed by any regulatory authority, investigator or supervisor or by virtue of any court order.

15. Applicable law and competent jurisdiction

The call for the Contest will be governed by current legislation in Spain.

For any controversy that may arise in the interpretation and application of these Legal Bases, both the Organizer and the participants in the Contest, expressly submit, expressly waiving any force that may correspond to them, to the jurisdiction of the Courts and Tribunals of the city of Castellón.