

Terms and Conditions for participants at Designathon

Introduction

We are delighted that you are considering participating in the User Interaction Designathon event organized by Electrolux ("Designathon"). The Designathon event is mainly directed at design and engineering students but is open to everyone.

You will share your ideas and participant generated content ("PGC") with both Electrolux and other participants during the Designathon. For the purpose of avoiding any future disputes between you and Electrolux, you are kindly asked to read and accept these Terms & Conditions before signing up as a participant to this Designathon.

Intellectual property rights

When submitting PGC you represent and warrant that you are the sole author/creator of such PGC, and that you have not included therein any subject-matter owned by any third party. As an exception from the foregoing, if you provide software as your PGC, you may include components therein which are licensed on an open source basis (that is, software which is licensed under one or more licenses approved by the Open Source Initiative, see <http://www.opensource.org/licenses/>) provided that (i) you clearly identify which components constitute open source software, (ii) you clearly identify the respective open source license terms governing the use of the respective open source software, and (iii) the inclusion of such open source software will not prevent or restrict the Electrolux Group from using the PGC in the manner set forth in the paragraph below.

No rights are assigned under these Terms and Conditions. However, you hereby agree to grant to the Electrolux Group a worldwide, non-exclusive, royalty-free sublicensable and unlimited in time license to use, reproduce, create derivative works from, store, transmit, perform, display, sell, publish, broadcast, modify, distribute, or otherwise use such PGC (in whole or part). In case we would like to acquire exclusive rights to your PGC we will agree with you separately on any such acquisition.

You further represent, warrant and agree that the PGC you generate and share will not violate or infringe upon the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary rights, and will not contain false, intentionally misleading, libellous, defamatory or otherwise unlawful statements.

You are aware and accept that Electrolux shall not be put in a less favourable position than if the PGC had never been presented to Electrolux. The extensive internal ideation, design and development work carried out by Electrolux could touch upon the same or similar idea to that which is submitted as part of your submitted PGC. Therefore, you acknowledge that the know-how, which is already within the Electrolux Group when your PGC was submitted or, which at a later stage and independently from your PGC will be developed by Electrolux or, which Electrolux otherwise benefits from, can be used without restrictions and that such use will not infringe your intellectual property rights.

You are aware and accept that no compensation will be paid to you or anyone else in exchange for the license granted to the Electrolux Group to use the PSG including any rights arising out of, or otherwise related thereto.

Content restrictions

When submitting PGC, you may not include any information that is, or may be considered to be:

- a. in breach of third party trademark rights, copyrights, patents or other intellectual property rights;
- b. in breach of the rights of any other person or entity (including but not limited to confidentiality undertakings, privacy and data protection rights);
- c. in violation of any applicable laws or regulations including federal securities laws, banking regulations, anti-discrimination laws and privacy laws;
- d. sensitive personal information, such as information about an individual's religious or similar beliefs, racial or ethnic origin, health or sexual life, political affiliation, trade union membership or information about criminal offences; or
- e. otherwise inappropriate in any other way.

Use of Electrolux' trademarks

Your participation in the Designathon does not give you any rights to use or refer to any Electrolux company names, trademarks or other brands of the Electrolux Group for marketing purposes or other commercial purposes.

Confidentiality

You recognize and acknowledge that through your participation in the Designathon, and any associated activities, you may get access to confidential information on the Electrolux Group and its business activities ("Confidential Information"). We will endeavor to limit our sharing of Confidential Information to what is necessary for the purposes of your participation in the Designathon, and in case of any doubts as to whether information received from us is confidential or not please do not hesitate to ask.

Confidential Information includes, but is not limited to, technical and business information relating to the Electrolux Group's products, research and development, production, costs, engineering processes, profit or margin information, finances, customers, marketing, and present and future business plans, in addition to all other non-public information of the Electrolux Group.

Confidential Information does not include information in the public domain, information rightfully received from a third party by you without confidential limitations, or information known to you prior to its receipt from Electrolux.

You agree to take all steps necessary to protect Electrolux's Confidential Information from disclosure to third parties, and you are expressly prohibited from disclosing Confidential Information to a third party without Electrolux's prior written consent.

You recognize and acknowledge that the unauthorized use or disclosure of Confidential Information will cause irreparable harm and significant commercial damages to Electrolux, the extent of which will be impossible to measure in money. Therefore, if Electrolux should institute any action or bring any proceeding against you, you acknowledge and agree that Electrolux shall be entitled to an injunction and/or other appropriate equitable remedies and you hereby waive the claim or defense that Electrolux has an adequate remedy at law.