

Terms & Conditions

1. Premises

Cosmoprof India Awards, hereinafter the “Award”, is a competition organized by Cosmoprof India Pvt. Ltd., hereinafter “CI”, in the context of the tradeshow named “Cosmoprof India”. The Award is to recognize and reward the companies exhibiting at the tradeshow “Cosmoprof India”, which have applied to the Award and distinguished themselves in every sector of the beauty industry from raw materials, formulation, packaging, OEM/ODM, machinery to finished products, hereinafter the “Participants”.

The Award is held, starting from 3 (three) months before the tradeshow and lasts until the closure of the award ceremony, which takes place during Cosmoprof India tradeshow, hereinafter referred to as the “Exhibition”. Participants can submit their nomination form for the Award and present their products on the following online platform made available by CI: <http://india.cosmoprofawards.com/contest/cosmoprofindia19/auth/register> hereinafter to as the “Platform”.

CI will also appoint a technical jury which will review all the submissions to nominate the Finalists from amongst the Participants. CI appoints the Jury (an independent board / panelists) in charge to examine and vote for the Finalists and their products, hereinafter the “Jurors”, who will be selected from amongst the renowned journalists, entrepreneurs and experts of the beauty sector.

By filling the application to the Award, Participants hereby unconditionally accept the present general terms and conditions of participation, hereinafter “T&C”.

2. Modalities and requirements for application to the Award

2.1 Cosmoprof India and Cosmopack India Awards are only open to exhibitors of Cosmoprof India and Cosmopack India 2025 to be held from 04-06 December 2025 at the Jio World Convention Center, Mumbai.

In order to participate in the Award, the Participant(s) shall fill in the on-line nomination form on the Platform.

(Please submit one form for each award category. Multiple submissions are allowed but not more than 2 entries per category for a maximum of 10 (ten) products in all; products shall constitute new launches not older than August 2024.)

2.2 Nomination forms can be submitted starting from 18th September 2025 and must be submitted by 18:00 CET (21:30 Indian time) on 15th November 2024.

2.3 Nomination forms and its supporting documents must be submitted in English language only.

2.4 In order to take part in the Award, the Participant(s) shall have duly paid the full exhibiting fee to attend the Exhibition. CI reserves the right to ban a Participant from the Award in the event it ascertains the omission of the payment of the exhibiting fee to attend the Exhibition.

2.5 To ensure the highest possible score, nomination form shall be completed in full, including only information that is relevant to the interested and specific Award's category in order to enable Jurors to assess its merit. CI reserves the right to reject applications, which, at its sole discretion and unquestionable judgment, are not in line with the competition format

2.6 CI reserves the right, after consultation with the Participant, to modify the "Category" section of the completed nomination form if not appropriate.

2.7 An entry to an award category cannot be withdrawn from the judging process once the Participant has been short-listed and announced as Finalist.

2.8 Finalists are required (as the case maybe) to provide additional product information and copies of supporting documents upon the request of CI, within the given deadline failing which the product entry will be removed from the final list.

2.9 All information submitted including product samples will not be returned.

3. Undertakings of Participants

3.1 Participants are required to describe in detail the products presented to the Award in the nomination form, being careful to provide accurate and truthful information. Product presentations are visible exclusively by CI and the Jurors and are examined in a completely confidential manner.

3.2 CI cannot be held liable in any way except for the contents developed by CI's employees.

3.3 By accepting these T&C, the Participants undertake to:

- i. not use the Platform to carry out marketing actions, not even using the profile of other users;
- ii. not send and / or upload viruses or other harmful codes into the Platform, not access the Platform in any other way by using automated tools without the authorization of CI, not take actions that could prevent, overload or compromise the correct functioning of the Platform;
- iii. not use the Platform to degrade, intimidate, or harass other Participants and/or the Jurors;
- iv. not to send and / or upload into the Platform contents that have a pornographic nature and / or characteristics and / or significance of incitement to hatred and violence, of praising discrimination of any kind (racial, religious, sexual, etc.), nude images or graphics or containing gratuitous violence;
- v. not use the Platform for illegal, deceptive or discriminatory purposes;
- vi. not send and / or upload any content that is defamatory towards CI, CI staff and its duly appointed service providers, other Participants, the Jurors or other third parties on the Platform;
- vii. not to use copyright, registered trademarks or logos (whether registered or unregistered) of CI or similar symbols that could mislead the Jurors;

viii. not to use third party copyrights, trademarks (whether registered or unregistered), logos or similar symbols in a way that creates confusion as to the rightful owner or user;

ix. not use the Platform to carry out actions that might infringe the rights of third parties or otherwise breach the applicable law;

x. not collect Participants' content or information or personal data, by any means, nor try to obtain log in credentials nor access the account profiles of other Participants;

xi. not send and / or upload personal and / or third party identity documents or personal or sensitive data on the Platform.

4. Rights and faculties of CI

4.1 CI reserves the right, at its sole and unchallengeable discretion, to ban with immediate effect from the Award any Participant in case of:

a) wrong filling of the nomination form for whatsoever reason (including in case of provision of false or inaccurate information);

b) ascertained or suspected violation and / or infringement of third-party rights including intellectual property rights and copyrights; or the entry to an award category does not match to the product sector of the company declared in the Contract for Exhibition Space).

c) disparaging behaviour or corruption towards the Jurors and/or CI's personnel/ its duly appointed service providers;

d) any dispute and/or claim pertaining to the products and/or to the contents presented by Participants in the Award.

4.2 In the event that the infringement and / or illicit behaviour of a Participant should result in actions or claims by third parties also involving CI, the Participant in question shall indemnify and hold CI harmless from any and all direct or indirect damages, loss or expense of any kind (including disbursements and legal fees) connected with or deriving from the aforementioned breaches or tort of the Participant.

Declaration of Finalist

After the submission of nomination forms, the finalists will be chosen by the Jurors by 24th November 2024.

CI shall announce the names of the finalists at CI's website (www.cosmoprofindia.com) and Cosmoprof India Awards website (<https://india.cosmoprofawards.com/en>) and simultaneously, finalist will be notified by CI through an email on 27th November 2024

Finalists to send 2 (two) samples of the selected product(s) to the local office of the organiser at their own costs (address and the deadline to receive the samples will be indicated by the organiser to each and every Finalist)

5. Awarding of the winners

The winners of the competition will be announced by CI on 04th December 2025 at the Exhibition during the Award Winners Ceremony.

6. Decisions of the Jurors

6.1 Jurors are entitled to consider each product's entry apart from the category criteria and at their own discretion based on their relevant experience and expertise.

6.2 Jurors' decisions are final and binding and no objections or demands will be accepted relating to any of their decisions.

6.3 CI is not liable for any costs or liabilities incurred by Participants during the Award.

6.4 Any Participant who, in the opinion of the Jurors or CI, is perceived to have harassed or bribed any Juror shall be immediately banned from the Award.

7. Trademarks of CI

7.1 Participation in the Award and these T&C do not provide nor imply the assignment nor the license or sub-license of use (to the Participants) of the intellectual property rights and/or copyrights of CI and, therefore, do not constitute an assignment nor a license to use any of the trademarks, logos, models or images of CI and / or relating to the Exhibition.

7.2 By separate deed, CI will grant only to finalist the royalty free non-exclusive use of the Award's logo, in accordance with the instructions and guidelines that will be provided by CI. In any case, CI reserves the right to request the finalist to immediately stop using the Award's logo and to return any material and / or document and / or artefact bearing the Award's logo should CI deem that an infringement has occurred to its intellectual property rights and/or copyrights or if it considers that a breach of the instructions and guidelines for the use of said logo has occurred.

8. License for the use of the materials and of the information provided by Participants

8.1 By submitting designs, images, samples and materials relating to the products presented to the Award, each Participant grants CI and the Jurors the worldwide non-exclusive and royalty free license to use the said images and materials and the intellectual property rights and copyrights connected to and / or deriving from the said designs, images, samples and materials for the time necessary to carry out the Award, including the rights of vision, use, public display, broadcasting and republication on any media.

8.2 CI and the Jurors shall use the designs, images, samples and materials sent by the Participants for the sole purpose and for the time strictly necessary to perform their obligations.

8.3 The Participants are aware and accept that their application to the Award could be publicly revealed by CI, therefore it is up to the Participants to obtain all

intellectual property rights and take all appropriate measures to protect the rights of the Participants themselves. Neither CI nor the Jurors can be held liable in any way for the publication, disclosure or infringement of intellectual property rights or copyrights or confidential information of the Participants. Neither CI nor the Jurors are liable for any costs or expenses, including those relating to the protection of intellectual property rights and copyrights, which the Participants may incur as a consequence of participating to the Award. CI will not be responsible for proof of originality of all entries, nor be liable for protection of design copyright. Each Entrant retains sole copyright, and is therefore solely liable for his/her design(s).

8.4 The Participants declare and warrant that the submitted products for the Award comply with applicable law and the regulations in force such as, by way of example, the provisions on environment and safety of consumer products.

8.5 In the event of a dispute of any nature relating to the submitted products of a Participant to the Award, CI reserves the right to disqualify from the Award the interested Participant or the single interested products. All decisions made by CI are final, binding and unquestionable.

8.6 Participants grant and warrant: (a) that all information provided for the participation in the Award are true and that the submitted products and materials provided for the participation in the Award do not infringe in any way the rights of third parties, including intellectual property rights and copyrights; (b) to be in possession of all the necessary rights and licenses required for the participation in the Award and for the fulfillment of the obligations contained in these T&C; (c) to be the owner or licensee of the copyright on the photographs and / or images provided for the participation in the Award; (d) that the license of use granted to CI and the Jurors in relation to the images and materials relating to the products submitted to the Award does not infringe the rights of third parties. The Participants undertake to hold CI and the Jurors integrally harmless and indemnified against any loss, liability, litigation, direct or indirect damage, cost or expense arising to CI and/or the Jurors as a result of the breach of the guarantees referred to in letters a) to d) which precede.

8.7 If at the sole discretion of CI the prohibitions and warranties contained in these T&C are deemed to be infringed, CI reserves the right to disqualify from the Award the Participant or the single product concerned, to not publish the contents transmitted by the Participants or to remove all published content, as well as to disable, temporarily or permanently, the access to the Platform by the author of the said infringements.

9. Provision of services connected to the Platform

9.1 Participants acknowledge and accept that the Platform or certain options relating thereto may be discontinued temporarily or permanently. CI may also suspend at its own discretion the service, without being in any way obligated to notify or indemnify Participants.

9.2 The Platform is an ever-evolving project and, therefore, Participants acknowledge and accept that the Platform is subject to modification, without CI being in any way obligated to notify or indemnify Participants.

10. Deletion from the Platform of uploaded contents

10.1 Each Participant is entitled to request CI to delete from the Platform all or part of the uploaded contents; in this event, CI and Jurors could be not able to vote, in whole or in part, the Participant and its products.

11. Platform's moderation

Contents received from Participants will be submitted to a pre-emptive check by CI and, if compliant with the present T&C, they will be published. CI reserves the right, at its own discretion, to not to publish and/or delete contents not compliant with the present T&C.

12. Applicable law and jurisdiction

The present T&C and conditions and the relationship between Participants and CI shall be regulated exclusively by Indian law. Any disputes, differences and questions whatsoever, arising between the Parties on their respective obligations, representations in connection with this Agreement or in connection with the interpretation of any of the terms and conditions herein contained and/or in connection with or in any way relating to the rights and obligations of the Parties hereto under this Agreement, shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act 1996, or any statutory modification or enactment thereof for the time being in force. The arbitral tribunal shall comprise of three (3) arbitrators, one (1) to be appointed by each Party and the third to be appointed by the aforementioned arbitrators. The venue of the arbitration shall be Mumbai, India, and the proceedings will be conducted in English. The award shall be final and binding on all the Parties and the right of appeal, if any, is expressly waived to the fullest extent permitted by applicable law.

REGULATIONS FOR THE USE OF THE LOGO OF THE COSMOPROF AND COSMOPACK AWARDS

1. Premises

Cosmoprof/Cosmopack Awards, hereinafter referred to as the "Award", is a competition organized by Cosmoprof India Pvt Ltd, with registered office in "Dynasty Business Park", Level 4, A-wing, Andheri Kurla Road, Andheri East, Mumbai, India - 400059, hereinafter referred to as "CI", among the exhibitors of the "Cosmoprof India" tradeshow, the "Exhibition", who have applied for the Award and have been admitted to it.

1.1 The Award is aimed at rewarding the admitted companies that distinguished themselves in the cosmetics and aesthetics sector for their products and/or for their raw materials and/or packaging.

1.2 These regulations, the "Regulations", contain the terms and conditions under which CI grants only to the Award participants who have been proclaimed as winners and/or finalists in their category, hereinafter the "Participants" in the singular the "Participant", the use of the Award logo, hereinafter the "Logo".

2. Permitted use of the Award Logo and related intellectual property rights

2.1 CI grants the Participant a worldwide, free of charge, non-assignable and non-sublicensable license to use the Logo and its intellectual property rights for a period of 3 (three) years starting from the announcement as winner and/or finalist.

2.2 The license to use the Logo, referred to in paragraph 2.1 above, is granted to the Participant exclusively for the following authorized purposes to be understood as exhaustive, collectively the "Authorized Purposes":

a) Reproduction in promotional materials (digital or printed) relating to the product thanks to which the Participant was proclaimed winner and/or finalist in its Award category, the "Product";

b) Use on the means of communication (including social media profiles) of the Participant or owned by third parties authorized by the Participant exclusively in the content relating to the Product;

c) Reproduction on the labels and packaging of the Product;

d) Use in visual or printed advertising relating to the Product;

e) Reproduction in the Participant's exhibition displays, billboards and banners, provided that there is a clear and explicit reference to the Product.

2.3 The use of the Logo by the Participant for the Authorized Purposes shall always be done in the following manners, hereinafter referred to as the "Modalities": the Participant shall faithfully reproduce the digital seal of the Logo, as provided by CI, without making any modification or alteration of any kind.

2.4 The Participant is also prohibited from using, registering or filing any co-branded trademark containing the Logo or other distinctive symbol identical or confusingly similar to the Logo.

2.5 CI warrants to the Participant to be the legitimate owner, or licensee, of the Logo and of the intellectual property rights pertaining to it and that the use of the Logo by the Participant for the Authorized Purposes and in accordance with the Modalities referred to in paragraph 2.3. does not infringe the rights of third parties.

2.6 Without prejudice to the provisions of the preceding paragraphs, nothing in these Regulations transfers, sells or assigns to the Participant the Logo or any of the intellectual property rights on the Logo. CI therefore retains full and exclusive ownership of the Logo and related intellectual property rights.

3. CI's control over the Participant's use of the Logo

3.1 To allow CI to monitor the use that the Participant does of the Logo and the related intellectual property rights, the Participant shall use all reasonable endeavors to share with CI the advertising releases relating to the Product.

3.2 Without prejudice to the above, the Participant shall use all reasonable endeavors to tag the Exhibition in social and digital content whenever the Logo appears on such content, using the tags that will be communicated by CI.

4. Exclusion of liability of CI

CI shall not be deemed in any way liable for any damage caused to third parties: i) by the lawful use made by the Participant of the Logo and the related intellectual property rights; and ii) by the use made by the Participant of the Logo and the related intellectual property rights in breach of the Authorized Purposes and the Modalities, referred to in paragraph 2.3.

5. Termination of the License to Use and Termination of Use of the Logo

5.1 The license to use the Logo referred to in these Regulations shall automatically cease in the event that the Product is in any way updated and/or improved and/or altered and/or incorporated into other and different complementary products.

5.2 CI is entitled to terminate this license by written notice to the Participant, and therefore require the Participant to immediately cease the use of the Logo, in the event of the Participant's breach of articles 2 and/or 6 and/or 7 of these Regulations.

5.3 CI is entitled to terminate this license, by written notice to the Participant, and therefore require the Participant to immediately cease the use of the Logo, in the event that CI believes that there has been an infringement of its intellectual property rights relating to or connected to the Logo.

5.4 The Participant shall keep fully harmless and indemnified CI from any direct or indirect damage, loss, claim, action or liability that CI may suffer as a result of or in connection with the Participant's breach of articles 2 and/or 6 and/or 7 of these Regulations and/or the infringement of intellectual property rights relating to or connected to the Logo.

5.5 Upon termination, for whatsoever reason, of the license to use the Logo referred to in these Regulations, the Participant shall immediately cease any use of the Logo and promptly remove the Logo and any reference to it from all its materials, means of communication, products, fittings and any other and different vehicles.

6. Marketing Restrictions

6.1 The Participant is in no way authorized to suggest or induce to think that its products or services are in partnership with or sponsored by or created in collaboration with CI.

6.2 The Participant shall not engage in any deceptive, illicit or immoral conduct that may be detrimental to the image and reputation of CI and/or the Exhibition and/or the Award.

7. No assignment

It is expressly forbidden for the Participant to assign to any third parties the license to use the Logo, as well as the rights and obligations of the Participant deriving from these Regulations, unless expressly authorized in writing by CI.

8. Code of Conduct

8.1 The Participant declares to be aware of the contents of the Business Partner Code of Conduct (the “Code of Conduct”) which CI requires all Participants to comply with, which is located on the website <https://www.informa.com/about-us/group-policies/> and (iii) to accept the content of the Code of Conduct, as an integral and substantial part of the Contract.

8.2 The Participant undertakes to ensure that its staff undertakes, in the use of the Logo as permitted by these Regulations, to conduct itself in compliance with the provisions of the Code of Conduct, refraining from committing unlawful conduct or otherwise incompatible with the Code of Conduct.

8.3 The infringement by the Participant, or its staff, of the Code of Conduct, shall entitle CI to terminate with immediate effect the license to use the Logo as provided for in these Regulations, without prejudice to CI's right to compensation for any damages suffered.

9. Applicable Law and Jurisdiction

9.1 These Regulations and the relationship between each Participant and CI are governed and regulated exclusively by, and shall be construed in all respects in accordance with, the laws of India.

9.2 Any controversy or dispute that may arise between a Participant and CI in connection with the performance, execution or interpretation of these Regulations will be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 of India as amended from time to time. Such arbitration shall be conducted in the English language and the seat of such arbitration proceedings shall be at Mumbai, India. The arbitration award shall be final and binding on both the parties. The total arbitration charges which are required to be paid under any such incidence shall be borne by the parties as per the arbitral award.

9.3 For anything not provided for or regulated by these Regulations, the Terms and Conditions of participation in the Award shall apply, which are hereby fully referred to and are part of the Regulations.