

Selection Terms of Canton Fair Design Award

I. General Provisions

(i) The Canton Fair Design Award (hereinafter referred to as CF Award) selection is held once a year by China Import and Export Commodities Fair (hereinafter referred to as Canton Fair). With setting the benchmark and promoting design innovation as the vision, it aims to pick out cutting-edge products combining both design and business value at home and abroad. By presenting the design value of the products, enhancing brand communication, and promoting exchanges at the Canton Fair, it helps with the high-quality development of international trade.

(ii) The CF Award is organized by China Foreign Trade Centre Group, Ltd. (hereinafter referred to as the Organizer). The CF Award Selection Office (hereinafter referred to as the Office) under the Organizer is responsible for the specific planning, organization and implementation of awards selection. The Organizer reserves the right of final interpretation for the CF Award selection.

(iii) The participants refer to the subjects participating in the CF Award selection, including all kinds of global enterprises and institutions. The participating products refer to the products

submitted by the participants to participate in the CF Award selection. The winners refer to the subjects who participate in the CF Award selection and win the CF Award. The award-winning products refer to the products that participate in the CF Award selection and win the CF Award.

(iv) The Terms apply to all CF Award participants, products, winners and award-winning products. The Terms include the body of the Terms and the rules, disclaimers and copyright notices which have been or may be issued or updated in the future by the Organizer as well as any other rules, policies, statements, notices, warnings, reminders and instructions (hereinafter collectively referred to as Selection Rules). The Selection Rules are an integral part of the Terms and have the same legal effect as the Terms. **By accepting the Terms, the participant shall fully accept the body of the Terms and the Selection Rules.**

(v) Unless otherwise stipulated in the Selection Terms, the Organizer will not charge the participant participation fees.

II. Selection Criteria

(i) The participating product must be the original product of the participant with independent intellectual property rights or related legal authorization, and must be marketed in the recent five (5) years.

(ii) The participating products should fall into the seven categories set by the CF Award (in dynamic consistency with the categories shown on the homepage of the Canton Fair), specifically including:

1. Electronics & Household Electrical Appliances, including products exhibited in: Consumer Electronics and Information Products, Household Appliances.

2. Building & Home Decor, including products exhibited in: Building & Decoration Materials, Sanitary & Bathroom Equipment.

3. Industrial Manufacturing, including products exhibited in: General Machinery, Small Processing Machinery and Industrial Accessories, Large Machinery & Equipment, Power Machinery and Electric Power, Construction and Agriculture Machinery, Vehicle Spare Parts, Vehicles, Motorcycles, Bicycles, Electronic and Electrical Products, New Energy Resources, Lighting Equipment, CNC Machine Tools and Additive Manufacturing Equipment, Industrial Robots, Couplings, Intelligent Logistics and Warehousing Equipment, Digital Factory, New Energy Vehicles, Intelligent Connected Vehicles and Technologies, Battery and Charging Pile Technology, Electronic Control Systems, On-board Electronics.

4. Household Items & Consumer Goods, including products

exhibited in: Weaving, Rattan and Iron Arts, Glass Artware, Home Decorations, Furniture, Gardening Products, Iron and Stone Decorations & Outdoor Spa Equipment, Art Ceramics, General Ceramics, Kitchenware & Tableware, Pet Products & Food, Toiletries, Household Items, Personal Care Products, Festival Products, Gifts & Premiums, Clocks, Watches & Optical Instruments.

5. Hardware and Tools, including products exhibited in: Hardware, Tools.

6. Fashion Life, including products exhibited in: Fashion Accessories and Fittings, Men and Women's Clothing, Underwear, Sports and Casual Wear, Kids' Wear, Furs, Leather, Downs & Related Products, Home Textiles, Carpets & Tapestries, Textiles Raw Materials & Fabrics, Cases and Bags, Shoes.

7. Health & Recreation, including products exhibited in: Office Supplies, Medicines, Health Products and Medical Devices, Sports, Travel & Recreation Products, Toys.

Notes: For more details about the specific products in each category, please refer to the website:

<https://cief.cantonfair.org.cn/en/cf/detail.aspx?oid=29239&m=m2>

(chemical and food products are not included in the selection currently). The Organizer is entitled to modify, add or delete the

categories if necessary.

(iii) Only one participant can apply for participation with the same product. In principle, each participant shall participate in the selection with no more than ten (10) (series of) products.

(iv) Award-winning products can not participate in the selection again. Products of the same series, or similar in function, appearance or design concept shall be declared as one series.

III. Intellectual Property Rights

(i) **The participating products shall not be involved in any intellectual property rights disputes.** By submitting the application, the participant shall guarantee that the participating product submitted does not infringe the intellectual property rights or other legal rights of other people, and shall be solely responsible for protecting the intellectual property rights of the product.

(ii) By submitting the application, the participant shall agree to authorize the Organizer free of charge to display the physical product to the public at the CF Award selection and promotion activities and to use and promote the product in ways including but not limited to using, photographing, shooting video materials and making 3D modeling for the product and its packaging, decorations, pictures and text materials (marked as “public” when submitted by the participant). The Organizer will not return, delete or modify the

information of the participating product unless a third party raises a claim or an objection to the participating product. Before the end of the current selection, the Organizer will not disclose the information and materials submitted by the participant to the public.

(iii) If the applicant needs to withdraw its application after submission, it shall apply for withdraw no later than the 10th natural day after the deadline of registration and shall notify the organizer in writing (fax or electronic scan). Failure to notify the Organizer within the aforementioned time limit shall be deemed no application for withdrawal. If the participant believes that relevant information of the product shall not be disclosed, it shall inform the Organizer in writing (fax or electronic scan) during the publicity period of the award-winning product list of the year (subject to the date published on the Organizer's official website) and within ten (10) natural days after the end of the publicity period. Failure to notify the Organizer within the aforementioned time limit shall be deemed no relevant application. The costs incurred by the withdrawal of the application or the destruction and return of relevant materials of the product shall be borne by the participant itself.

IV. Product Transportation, Storage and Insurance

(i) To ensure the development of the final selection, if the objective conditions are available, the participating product shall be

sent to the site designated by the Organizer, and shall be returned to the participant after the selection and the promotional display.

(ii) The participant shall be solely responsible for the transportation costs and risks of the participating product (including the return of the award-winning product), and shall buy transportation insurance for the product if necessary. At the same time, the participant shall be solely responsible for the travel expenses and other related expenses of its employees, and shall decide whether to pay to join some follow-up promotion activities.

(iii) The product that fails to win the CF Award will be returned to the participant after the final selection, and the award-winning product will be returned to the participant after the CF Award selection or promotion activities. By delivering the product to the logistics company according to the return address filled by the participant, the Organizer shall have returned the product to the participant. The participant's refusal to sign for the delivery shall indicate that it gives up the ownership of the product, and **the Organizer shall have the right to dispose of the product in ways including but not limited to discarding, selling, escrow and storing and the participant shall bear all expenses arising therefrom.**

(iv) The participant fully understands and accepts that the

product **may be** subject to theft, fire, loss of use, damage and other risks during the CF Award selection. The participant shall bear all relevant risks independently, while the Organizer shall not assume any responsibility for such risks.

(v) Shipment of the participating product outside mainland China shall be carried out in accordance with relevant regulations and norms of the China Customs. If the participant cannot send or the Organizer cannot receive an overseas product due to objective reasons, both parties shall communicate with each other in a timely manner and shall push forward the selection and promotion activities by means of videos, pictures and so on.

V. Matters Related to Winners

(i) Rights and Rewards of Winners

The Organizer has the right to provide one or more of the following rights at its sole discretion within one (1) year from the date of publicity of the winner list. Part of the rights shall be determined according to the holding of the Canton Fair during the aforementioned time limit. The Organizer has the final interpretation right and the right to modify specific promotion methods and approaches as required:

1. Awarding Ceremony: It helps the award-winning products and winners to gain extensive media attention and precisely

connect with potential buyers.

2. Physical Display: During the Canton Fair every year, the Organizer arranges an award-winning product exhibition with the theme of the industry or design concept, so as to attract buyers and guide them to the booths of the award-winning enterprises.

3. Online Display: An exhibition section is set up on the official website of the Canton Fair to display all previous award-winning products throughout the year. The CF Award label is highlighted in the exhibitor and exhibit system of the Canton Fair, and given priority in the search results, so as to attract more visitors.

4. Award-winning Prints: Trophies, certificates, and honor certification; The yearbook of the award-winning products given to important global industrial and commercial organizations, big buyers and VIP buyers of the Canton Fair.

5. Logo Use: After winning the award, the name and LOGO of "Canton Fair Design Award" and "CF Award" can be used for independent promotion and publicity free of charge permanently.

6. Official Publicity at Home and Abroad: The award-winning products and winners of the CF Award are vigorously publicized through the official channels of the Canton Fair.

7. Promotion of New Products: The winners may be invited to new product launches or other promotion activities during the

Canton Fair.

8. Bonus in Award Selection: If the winner is an exhibitor of domestic pavilion at the Canton Fair, 1 point will be added for each Bronze Award, 2 points for each Silver Award, 3 points for each Gold Award, 5 points for each Supreme Gold Award, 5 points for each Sustainable Development Award and the cumulative score for each exhibitor shall not exceed 5 points.

(ii) Obligations of Winners

1. The award-winning products shall comply with the requirements of laws, regulations and industry standards about product quality, and shall not be involved in any violation of law or infringement.

2. No fraud or improper means shall be used to win the selection.

3. If the winner significantly modifies the award-winning product, it shall not continue to use the CF Award logo or use it to promote the product.

4. The winner shall accept the authorization of the Organizer and use the CF Award logo in a non-exclusive way and only to promote its award-winning product. In addition, it shall abide by Chinese laws and regulations, such as the Trademark Law and the Anti-Unfair Competition Law, and shall not cause public confusion.

5. The CF Award logo or trophy shall not be used to promote

any products inconsistent with the winning product, or in other circumstances that may not conform to the legitimate rights and interests of the Organizer.

6. The winner shall promise to own the ownership, related intellectual property rights, or other rights ownership or legal authorization and sub-authorization of the award-winning product and promotional materials provided for the use by the Organizer (including but not limited to the texts, images, videos, pictures, music, fonts, portraits, etc.), which shall not infringe the intellectual property rights or other legal rights of any third party, and shall authorize the Organizer to use them free of charge (including but not limited to editing, etc.).

7. The winner shall ensure that all the contents of the product and promotional materials submitted for use by the Organizer comply with all laws and regulations.

8. If the Organizer is accused of infringement or claimed for compensation by a third party due to the use of the product and promotional materials provided by the winner, the winner shall negotiate with the third party and guarantee to be responsible for any losses suffered by the Organizer therefrom. At the same time, all legal and financial liability arising therefrom shall be born by the winner solely.

9. The winner shall bear the legal responsibility for the publicity of the award-winning product. The Organizer has the right to recall relevant CF Award titles and cancel the award-winning qualification if the winner has violated the law or the Terms in its relevant behaviors.

10. The Organizer has the right to adjust promotion strategies and plans according to the specific requirements of CF Award promotion activities. The winner shall cooperate to the maximum extent and comply with the regulations and requirements of the Organizer when exercising other award-winning rights.

VI. Disclaimer

(i) The Organizer has the right to invite the notary department to notarize the final selection, and sign relevant evaluation commitments with the judges participating in the selection. The Organizer and the judges invited by the Organizer have the right to make independent judgments and decisions without giving any explanation.

(ii) The participant shall participate in the CF Award selection according to the provisions of the Terms. If the participant fails to participate in the CF Award selection due to negligence or misunderstanding of the Terms, the participant shall not make any claims against the Organizer.

(iii) The Organizer reserves the right to update and/or modify the Terms to a reasonable extent, and any modifications or updates will take effect at the time of publication. If such updates and/or modifications include material changes that may affect the rights and obligations of the participant, the Organizer will notify the participant in an appropriate manner. Please check the Terms on the CF Award selection page on Canton Fair's official website (www.cantonfair.org.cn) regularly to ensure awareness of any changes that may occur. By continuing to participate in the CF Award selection after the Terms are updated and/or modified, the participant shall accept the updated and/or modified terms. If the participant does not agree to relevant changes, the participant shall immediately notify the Organizer and apply for withdrawal from the CF Award selection.

(iv) The Organizer will strictly manage relevant information, pictures, texts and other materials submitted by the participant, and store the physical product submitted by the participant in a closed manner. Only the judges invited by the CF Award and the internal staff members of the CF Award can browse or get access to relevant information and the physical product.

(v) The criteria, date and related matters of the CF Award

selection are subject to those published on the CF Award selection page on Canton Fair's official website (www.cantonfair.org.cn). If there is any change, the Organizer will publish it on the website in a timely manner. Please pay close attention to any news on the website and any prompts about the processing status of related applications. Please note that no separate notice will be made for this.

VII. Dispute Resolution

(i) The CF Award selection is subject to social supervision. If the public and the participant have any questions or disputes about the CF Award selection, they can raise them and actively communicate with the Organizer during the publicity period.

(ii) The Organizer designates the CF Award Office to receive objection-related materials.

(iii) During the CF Award selection or after the participating product has won the CF Award, if a third party raises any claim or objection to the participant about the participating product according to the laws of the People's Republic of China (excluding Hong Kong SAR, Macao SAR and Taiwan region; the same below), the participant shall promptly notify the CF Award Office in writing. If any third party raises any claim or objection to the Organizer directly according to Chinese laws, the CF Award Office shall

inform the participant in writing in a timely manner and require the participant to provide explanation and sufficient information to verify the claim. The Organizer has the right to suspend the evaluation, awarding and promotion of the participating product until the final settlement of the dispute. The Organizer also has the right to require the participant to properly resolve the aforementioned dispute within a certain period of time. Otherwise, the Organizer will cancel the award-winning qualification of the product. At the same time, the Organizer reserves the right to hold the participant responsible for suspected infringement.

(iv) In case of any third-party complaints, lawsuits or claims arising from the violation of the Terms or related matters of the CF Award selection, the participant shall handle the matter by itself and bear all possible legal liability arising therefrom. If the Organizer makes compensation to any third party or suffers punishment from the national authority because the participant has violated the Terms or related matters of the CF Award selection, the participant shall compensate the Organizer in full for all losses incurred thereby (including but not limited to actual losses and investigation fees, attorney fees, preservation fees, appraisal fees, evaluation fees, legal costs, etc. arising from rights

protection).

(v) The CF Award selection is held in Haizhu District, Guangzhou, China. Any disputes, claims or causes of action arising from the Terms, including any disputes related to the existence or validity of the Terms, shall be settled through friendly negotiation and communication. Where a legal solution is necessary, a lawsuit may be filed with the court having jurisdiction in the place where the activity is held.

(vi) The Terms shall be governed by and construed in accordance with Chinese laws.

(vii) The headings in the Terms are for ease of reading only and shall not affect the meaning or interpretation of any of the provisions in the Terms. If any provision of the Terms is deemed ineffective or unenforceable, the invalidity or unenforceability of the provision does not affect the validity of other provisions, and other provisions shall remain effective and shall be enforced.

(viii) Both the participant and the Organizer are independent subjects. Under no circumstances shall the Terms constitute any express or implied guarantee or condition of the Organizer to the participant, nor shall the two parties form an agency, partnership, joint venture or employment relationship.

(ix) If the Organizer publishes or provides an English version of

the Terms, the participant agrees that the English version will be used for its convenience only. In case of any discrepancy between the English version and the Chinese version, the Chinese version shall prevail.