

# REGULATIONS FOR THE VOTED PRODUCT OF THE YEAR AWARDS 2019

## ARTICLE 1

The Voted Product of the Year Award (hereafter referred to as POY) which is organised by Product of the Year, [China] (POY China is located in: Room 202, Building C3, No. 800 Changde Rd, JingAn, Shanghai, China) (hereafter "the Organiser") aims to promote new products launched on the [China] market within the framework of the award entitled "Voted Product of the Year". These regulations govern the 2019 POY Awards and annul and replace previous versions.

## ARTICLE 2

Only the following products are eligible:

- National or international brands and distributors' brands (i.e. products whose characteristics have been defined by the logo or the distributor who does the retail selling exclusively and who is the owner of the brand under which the products are sold). In this context, only the distributors' brands that do not have a containment relationship or significant association with the brand that distributes them are eligible for the POY.

- Brands that are sold in [China] in an official distribution channel and that scrupulously respect the rules and laws relating to communication. The POY complies with the regulations governing communication that are in force in [China] and cannot accept participation in the awards or grant permission to use its logo if a product or a product category cannot express itself in the main media, or can do so only in a very restrictive way. If there is any doubt the Organiser will decide and will be the sole decision-maker as to the eligibility of the candidate.

- Innovative, new or presenting a new characteristic in the eyes of an average consumer. To define an objective limit, only products launched nationally between [01/01/2017] and [30/09/2018] will be accepted. The Organiser must be able to do any research necessary to check that this criterion has been respected and the contestants must provide any assistance needed and do their best to facilitate the Organiser's access to this information.

## ARTICLE 3

Products that have already entered for the previous POY Award may do so again provided they meet the criteria set out in Article 2. However, products that have already won the POY Award and which have not been modified in such a way that they do not meet the criteria of Article 2 may not enter.

## ARTICLE 4

For each edition of the POY award, the products are divided into several categories, which the Organiser is free to define, each containing at least two products. In each of the categories, consumers must be able to differentiate between the competing products. The Organiser reserves the right to change, add or withdraw one or more categories depending on the nature of the products and the number of applications received, without its liability being implicated because of this.

## ARTICLE 5

To be voted Product of the Year, the award-winning product must obtain a score that is higher than the scores of the participating products in direct competition with it within its category or higher than the average of the scores of the products in its category (average score of at least 2 and at most 5 other products of the category selected by the Organiser, in accordance with the selection criteria of the awards and in agreement with the independent Research Institute carrying out the market poll and the POY, supported if required by its Expert Committee).

A company may enter one or more products for the same awards and in the same category of the POY Awards. In that case, it must be up against at least one competing product or the average score of products in its category. If the solely participating product in a category does not obtain a score higher than the average of the products in the category, an award will not be granted for the category in question.

## ARTICLE 6

Entering for the awards is done according to the following steps:

- Submission of an application for a product/product range/service that has been on the market for a maximum of 18 months. (See Article No. 7 and 8)

- Examination of the application by the Expert Committee through the Internet and submission of the actual products if requested and/or needed. (When submitting your application, 20 samples will be required for the members of the Expert Committee; there will be specific conditions for fresh products or ones with high added value).

- As soon as the application is accepted by the Expert Committee the product is validated for the next stage of the process.

- A quote may then be made that will include expenses for participation in the poll and the necessary expenses for in situ testing.

- Determination of the categories as follows:

The product will be competing against at least one product and at most 6 that are representative of the category. Products in the category may or may not be participating. The winner's score must be higher than those of the other contestants or than the average score of selected products in the category.

- All the products are judged as follows:

An opinion poll carried out online by an independent research company (Nielsen) with more than 7,000 consumers in total and with at least 500 users or potential users of the category, in order to determine the attractiveness, perceived innovation and intent to purchase the product.

In addition, there is a product test, done on all products according to their value and distribution means, and be that as it may, we ensure a minimum of 100 consumers for this test.

3 test possibilities at the expense of the candidate:

- A full purchase process, through a mobile application with a refund offer
- Sending samples through a provider
- Satisfaction of identified users who declare to have already bought and used the product.

Nielsen is responsible for the final marks, divided up as follows:

- Attractiveness: 20%
- Perceived innovation: 40%
- Intent to purchase: 20%
- Product testing: 20%

By category, only the product that obtained the best score compared to one or more other participating products or the average score of selected products in the category, is The "Voted Product of the Year" product.

- All the candidates, whether they are award winners or not, will have at their disposal a full report of the results and a report of the product test that will contribute to and enrich internal and external communications. (N.B.: the detailed product test report is only given for participating products and for its brand).

Reason for revision : avoid using the word "advertising", as the organiser do not specify the using methods in this document and authorize the right of using the rating results to winners.

- The winners may make full use of the logo from 1/1/2019 to 31/12/2019 as soon as the results are announced.

## ARTICLE 7

To participate in the POY Awards, companies must complete an application form which will be sent to them directly by the Organiser, either after having made a request to the Organiser or by downloading it from the website ([www.poychina.cn](http://www.poychina.cn)).

## ARTICLE 8

Applications must be signed and returned by post, e-mail or electronic format on the website to the POY addresses as they appear on the site ([www.poychina.cn](http://www.poychina.cn)) and must be sent with 20 units of the product/range entered, before the closing date for applications to the address given by the POY team. Completing the application incurs the irrevocable liability of the participant and the company that by their signature the person is considered to represent.

For the real-life product testing, the candidate companies commit to financing the occurred product purchase and logistic fee.

## ARTICLE 9

Applicant companies undertake to ensure that the information and elements in the application for the POY Award are accurate, up to date, incontrovertible and do not infringe upon the rights of others. Applicant companies are liable for information communicated and elements provided. At all times, the organiser reserves the possibility of eliminating any candidate and/or products that do not respect the provisions of these regulations or that would damage the reputation of the Organiser. The financial commitments of the companies for their participation and/or their status as an award winner remain owed by these companies to the Organiser. In any case, POY cannot be held liable for a conflict between two competing companies that are participating in the same category. POY reserves the right, where applicable, to cancel the category if the conflict between the participants is likely to damage the image of its brand.

## ARTICLE 10

All the information and documents submitted by the candidate companies, before validation of the Committee and not reprocessed by POY in the context of the Awards, will remain strictly confidential. All information relating to the awards reprocessed by POY in the context of the Awards may be mentioned or published when the results of the Awards are announced. This information may not be disclosed to the general public or published without the agreement of the parties concerned, outside of any literature that forms an integral part of the Awards. The application files will be kept by the Organiser and will not be returned to the candidates. The products and samples will also be kept by the Organiser and are not returnable. Under no circumstances will the results regarding participating products that did not win an award be disclosed, published or used for any purpose whatsoever other than strictly internal information of the participating candidates. It is clearly stated that infringement of this provision is considered as serious damages.

## ARTICLE 11

The Organiser reserves the right to change, prolong, postpone, shorten, suspend or cancel the POY Awards without notice if circumstances require it and especially in the case of force majeure or events outside of its control. Its liability cannot be invoked because of this. No damages may be sought by the candidate companies.



VOTED PRODUCT OF THE YEAR

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## ARTICLE 12

The withdrawal of a product from the competition by a candidate company may happen and it may never be publicly declared as a prize winner. However, in this case the candidacy is considered final and the application fees will not be refunded.

## ARTICLE 13

The award-winning products may use the logo "Voted Product of the Year" in [China] exclusively. The use of the logo as well as any communication about the voting only relates to the period from when the results were announced officially by the POY to the participants up to 31 December 2019. The logo can only be used for the promotion of the award-winning products exclusively and during the period defined above.

## ARTICLE 14

The use of the logo "Voted Product of the Year" is strictly limited to the product as it was presented in the application or in a configuration close to its shape, name, dimensions, graphic representation, formula or its initial recipe. Changes or developments during the period when the logo is used are allowed if they do not have a profound effect on the formula, characteristics or the function of the product, and if the changes on the wrapping and packaging of the product do not lead to any confusion among consumers in regard to the product presented during the poll. The product or its packaging cannot be modified to the point whereby the product in question is not recognisable by the consumers. This assessment is left to the discretion of the award winner. The Organiser will be pleased to provide assistance and advice about this to the award winners. However, it must be very clear and non-equivocal that any dispute or action for libel taken by an official institution or a competitor in relation to significant changes made to a product in relation to the characteristics of the product initially entered for the Awards will be charged to and under the responsibility of the Award winner. On no account can "POY [China]" be held liable for modifications made to the product by the Award winner during the time the logo is used. In the case of a change of the EAN code, prior authorisation must be obtained from the Organiser.

## ARTICLE 15

Only the Organiser of the POY [China] Awards may group all or some of the award-winning products with the aim of organising one or more promotional events making direct or indirect reference to "Voted Product of the Year" products. This right belongs solely to the Organiser and potential partners of the POY Awards appointed for this purpose and to the exclusion of any other natural person or legal entity, including award-winning companies. And above rules are binding even without consensus. Therefore, these may only make reference to the POY Awards solely for themselves and their award-winning product(s).

## ARTICLE 16

The logo "Voted Product of the Year" is subject to national, community and international registration. POY has proof of this registration available for candidates.

## ARTICLE 17

The logos registered may only be used in their entirety. The models and colours must be respected; a charter of use will be provided to award winners who will be required to respect it to the letter. The use is reserved exclusively for award winners. The award-winning companies must submit all their projects for use of the logo for the approval of the Organisation before circulation and respect the terms in force regarding compulsory wording. Unless expressly permitted by POY, the logo "Voted Product of the Year" may not be used simultaneously with another label/logo or a direct competitive statement. The Organiser will provide the award winners with all the elements necessary to accompany and manage the use of the logo. The winner should get the license or approval from the authorities if required by themselves before using the logo "Voted Product of the Year".

## ARTICLE 18

The award-winning companies undertake to check the use of the logo "Voted Product of the Year" so that the latter is not used and does not appear in communications about the product or the award-winning company after the date set by the Organiser in Article 13 of these regulations. If above rules are disobeyed, the companies whose products are implicated will be directly liable and may be invoiced for an additional amount at a rate proportional to the time allotted and issued with an injunction to remove all supports or products bearing the logo.

## ARTICLE 19

Only companies with an award-winning product may use the logo "Voted Product of the Year" Any breach of this rule will be subject to legal procedures against the party in breach. Any other product that entered for the awards but was not successful may on no account use it as a reference.

## ARTICLE 20

Regardless of the support used, the use of the logo "Voted Product of the Year" must mention references in accordance with the rules set out in the charter of use issued by POY. Under no circumstances will POY be held responsible for the absence of the legal notice or a particular constraint relating to the use of the logo in a given sector. This is incumbent upon the participating company.

## ARTICLE 21

Companies, whose product(s) have won awards, authorise the Organiser to broadcast their name, address and the representation of the winning products as well as the qualitative analysis of the results of the poll carried out in the context of the publication and promotion of the Product of the Year Awards.

## ARTICLE 22

Any question relating to the application of this rule or any unforeseen question relating to the POY Awards shall be judged without appeal by the Organiser.

## ARTICLE 23

Upon signature committing to submit a product of your company for the POY Awards, the

amount committed to cover the costs of the poll by the independent Institute and all the expenses relating to the testing of the product in situ will be invoiced to the candidate and payable 30 days from the date of invoice.

This invoice implies irrevocable acceptance of the commitment to pay the expenses for the license to use the logo as soon as the product is awarded as a winner, whether the company uses the logo or not. The Expert Committee will acknowledge acceptance of participation within 30 days. In the case of refusal of an application by the Expert Committee due to incompatibility with the regulations or any other objective reason, the Organiser will arrange for the participation invoice to be cancelled within 30 days to prevent any actual payment. Acceptance of the payment and the signature of the purchase order entails automatic invoicing to the participating company by POY. POY cannot invoke any internal administrative procedure within the participating company that could lead to a delay or to this commitment not being applied. The signature of the purchase order is considered as having been made by a person fully responsible and duly appointed by the company to make a commitment on its behalf and without reservation.

## ARTICLE 24

Companies, whose product(s) have won awards, undertake to pay, as beneficiary of the logo, the Organiser irrevocably the amount owed for each award-winning product as Voted Product of the Year, whether there has been use of the logo "Voted Product of the Year" for the period covered in Article 13 of these regulations or not, and even in the case of their product being withdrawn from the distribution channels in question.

## ARTICLE 25

Participation in the POY Awards entails full and complete acceptance of these regulations deposited at the professional civil law company. The regulations may be obtained on simple request sent to the Organiser at the addresses shown on the website [www. .com]. Participation in the POY Awards (confirmed by acceptance of the official purchase order of the participating company) entails implicit and unconditional approval of these regulations.

## ARTICLE 26

The company POY [China] undertakes to provide services in accordance with the best standards of application at the time of signature of the contract while also enabling the client to benefit from the improvements made to the "Voted Product of the Year" concept, it being understood that the Organiser will only be liable for an obligation of means.

## ARTICLE 27

The client undertakes to work with the company POY [China] within the full period of the terms of the service with a view to facilitating and improving the quality of the service as defined in the offer. For this purpose, the client undertakes to supply all information accurately, to provide any clarification, explanation or documentation useful for the provision of the service and to respond to any questions from the company POY [China].

## ARTICLE 28

The services will be invoiced in accordance with the descriptions and rates defined. The invoices will be issued by the Organiser and in accordance with all relevant legal obligations. Invoices must be paid within 30 days of the end of the month. In the case of late payment, the law that applies to outstanding commercial payments will apply.

## ARTICLE 29

The client undertakes to respect the conditions of the offer that make up the contract. Failing this, the Organiser may terminate the contract by registered letter if the breach indicated is not remedied within 15 calendar days from the date the letter of formal notice was sent.

## ARTICLE 30

If a contract is terminated by the Organiser the client may not benefit from any part of the contract and is, in particular, bound to refrain from any use of the logo and to withdraw any reference to the Organiser or to the concept "Voted Product of the Year" from their communications.

## ARTICLE 31

As a general rule the Organiser can only be held liable for serious fault or wilful misrepresentation. For the campaign or provision of services, the client undertakes to respect the law in force, trade practices and the protection of privacy as well as the specific regulations of its business sector. The Organiser will not be liable in any way on account of this. In any case, the Organiser will not be liable for any direct or indirect damages suffered by the client or third parties especially in cases of operating loss, fines or damages and interests due to the non-respect of law, loss of profit, contract, data or any other damage caused by the execution of the contract.

## ARTICLE 32

The client declares to own all the author's rights and other rights relating to data (information, imagery, software, brand, model, etc.) which were or will be obtained and guarantee the Organiser of any claim or other sum that it would have to pay following a claim by a third party who might claim to own the intellectual property or other on all or part of the elements communicated by the client.

