

## Conditions of Participation

### I. Preamble

With the German Mobility Award (DMP), the Federal Ministry for Digital and Transport (BMDV) honors innovative projects that harness the potential of digitalization for sustainable mobility.

The German Mobility Award is hosted by the Federal Ministry for Digital and Transport (BMDV) and organized by iRights.Lab GmbH and the Gesellschaft für Informatik e.V.

The data protection authority is iRights.Lab GmbH, Project German Mobility Award, Oranienstrasse 185, 10999 Berlin, Germany. Further information is published in the [imprint](#) of the website. The data processing required in the context of the competition is explained in the [Privacy Policy](#).

### II. Participation/applications

The German Mobility Award is aimed in particular at companies, initiatives, networks, and start-ups from the digital mobility sector, as well as municipalities, administrations, planning offices, and mobility providers. Applications from other sectors are also welcome.

Participation in the DMP is open to all interested parties and free of charge. Participation in the DMP does not entitle participants to receive an award.

Applications may be submitted by individuals or groups of individuals, as well as persons authorized to represent private or public initiatives, projects, and institutions. Applicants may have already received funding from the Federal Ministry for Digital and Transport (BMDV) or other ministries.

The minimum age for submitting an application is 14. The consent of a legal representative is required for entries from minors.

It does not matter whether the project team or individual is based in Germany or abroad. It is a requirement that entries have their main reference and focus in Germany.

Participation in the German Mobility Award requires completing (in German or English) and submitting the application form via the website [www.mobilitaetspreis.de/en/](http://www.mobilitaetspreis.de/en/) by the published application deadline.

In addition, any interested party may propose a project, application, or product for participation. Those proposed for the DMP will only participate in the competition if a fully completed application form has been submitted by the responsible persons or authorized representatives via the website [www.mobilitaetspreis.de/en/](http://www.mobilitaetspreis.de/en/) by the application deadline.

An application can only be submitted in one award category. The choice of category is binding after the closing date. In order to ensure a better comparability of the entries, the organizers reserve the right to allocate the entries to different award categories than those requested in the application.

### **III. Deadlines and exclusion criteria**

Applications and proposals submitted after the deadline will not be considered.

Submissions that have already received the German Mobility Award are excluded from participation.

Employees of the organizer(s), as well as their immediate family members, are excluded from participation.

The closing date for all competition entries and thus the closing date for participation in the competition is the date published on the website. Details on participation, duration, application phase(s), and deadlines are published on the website [www.mobilitaetspreis.de/en/](http://www.mobilitaetspreis.de/en/)

### **IV. Legal obligations, copyright**

To participate and be eligible for an award, it is mandatory that submissions and related activities comply with applicable law.

Only entries and proposals that do not violate the rights of third parties and do not contain any other inadmissible content can be considered. This applies in particular to the right to one's own image, general personal rights, copyright, and trademark rights.

By participating in the competition, the participants assure the organizers that they are not aware of any third-party rights to the submitted entries.

Entries that promote and/or depict illegal activities, especially those that are discriminatory, racist, xenophobic, or offensive, pornographic, and/or involve content that violates the protection of minors, or includes other objectionable content, are excluded from participation.

Entries that violate these Terms and Conditions in any way or are submitted with false information may be disqualified.

The promoter and sponsor reserve the right to disqualify any entrant at any time without prior notice if the entrant tampers with the prize draw or online voting in any way, or otherwise violates these Terms and Conditions. In the event of disqualification, a German Mobility Award may also be subsequently revoked.

### **V. Rights of use**

By participating in the German Mobility Award, the participants agree to the appraisal and evaluation of the submitted contributions by the organizers and, if applicable, by the jury and in the context of the public voting. In the event of a nomination or an award, participants grant the organizers and sponsors of the award the unrestricted right to use the submitted contribution in any form for the purposes of conducting, publicizing, and evaluating the competition, as well as for all associated public relations activities. This includes, for example, the right to create and publish printed material, images, audio and video productions, press releases, journalistic and editorial texts in any form, and online publications on websites, apps, and social networks,

among others, on our own (internal) and third-party (external) websites, in print publications, and on any other media channels.

Participants may request the deletion of their data at any time without giving reasons by simply sending a message to the German Mobility Award. After deletion, further participation in the competition is no longer possible.

#### **VI. Release from liability**

The participants agree to indemnify and hold harmless the organizers of the German Mobility Award against any and all claims of third parties that are based on the use of their competition entries, to the extent that third parties assert that the entries violate their personal rights, copyrights, or other intellectual property rights. In particular, the participants shall indemnify the DMP hosts and organizers against all damages arising from such a claim, including reasonable costs of extrajudicial and judicial defense.

The organizers reserve the right to cancel or terminate the German Mobility Award at any time without prior notice and without giving reasons, without this giving rise to any claims by the participants against the organizers and the host.

#### **VII. Nomination and award**

The German Mobility Award will be awarded by the jury in the announced categories after a pre-selection process from all submissions. The jury reserves the right to propose additional awards for outstanding entries. It is up to the organizers, in consultation with the jury, to bestow additional awards, refrain from bestowing awards in individual categories, or to bestow equal awards to several entries. In addition, an audience award will be presented based on audience voting.

By submitting an entry to the German Mobility Award, participants agree that the organizers may contact them at any time via the contact options provided, as far as this is necessary for the implementation and handling of the award.

The selection of the award winners will take place in a multi-stage process:

- Review of all submissions by a panel of experts from the organizers and hosts
- Creation of a longlist
- Review of the submissions selected for the longlist by a jury
- Selection of the submissions on the basis of the jury's evaluation
- Creation of a shortlist
- Determination of the award winners by the jury
- Determination of the audience award by audience voting

From the shortlisted entries, the judges will meet to select the winners in each category. The jury meeting is not open to the public.

The Audience Award will be determined by voting at the awards ceremony and online, and will be awarded to the entry with the highest number of votes.

Winners will be contacted at a specified time after the jury's decision to confirm acceptance of the award. In the event of a nomination or an award, the participating organization or responsible person agrees to provide the organizers and promoters with written consent for the use and publication of images and original sounds recorded during the award ceremony.

There is no cash prize associated with the award.

### **VIII. Additional rules**

The organizers of the DMP reserve the right to make changes to the Terms and Conditions of the competition. Information about any changes will be posted here and/or in other appropriate places. It is the responsibility of the participants to inform themselves about any additions and changes, in particular on the website [www.mobilitaetspreis.de](http://www.mobilitaetspreis.de).

Any recourse to legal action is excluded.

Last update of the terms and conditions: 06.06.2023