# Terms and Conditions of Participation in the Brick Award 28

The objective of the Brick Award in 2004 by wienerberger is to provide a forum for architects from all over the world to present new design concepts and innovative architecture using ceramic materials to a broad public. Besides promoting and rewarding outstanding achievements in architecture, the Brick Award is also intended to create awareness for quality in building construction and to contribute to the increased use of sustainable ceramic building materials.

For the purpose of organizing participation in the Brick Award 28 and the accompanying measures, such as publication of the "Brick 28" Book, wienerberger requires submitters to provide the requisite information, such as detailed project descriptions and photographs. To participate in the Brick Award 28, submissions have to meet the general requirements and the terms and conditions for participation. These include, in particular, correct submission data and **the consent of all authorized parties and/or rights holders**.

1. In the event of nomination for the Brick Award 28, the submitter hereby grants Wienerberger AG ("wienerberger") the right to publish and/or present the photographs and designs submitted, in their entirety or in part, online as well as offline (above all in the annual Brick Book, in e-books, on the Brick website, in wienerberger's social media channels and in publications which may also be published by third parties), to modify, utilize and exhibit the submitted material, also repeatedly, and without any restrictions in terms of time or geography. For the avoidance of doubt, wienerberger shall also be entitled to use artificial intelligence-supported tools for technical, aesthetic and editorial processing of submitted photographs, sketches and other materials, provided that such use does not materially alter, distort or misrepresent the submitted project, design, photographs, sketches or other materials. wienerberger shall be entitled to use the designs, sketches and photographs for Brick Award related advertising purposes in whatever media, including online media. The architect's name and/or the name of the photographer or copyright holder will be indicated. The submitter has no right to demand publication or presentation of the designs, sketches and/or photographs. The submitter assures that there are no third-party rights preventing or affecting the intended use by wienerberger.
2. In the event of nomination, the submitter hereby also grants wienerberger the right to photograph and/or film the projects submitted until end of submission period in 2027, both from the outside and inside, and to use such photographs/films in the manner described in sect. 1 above. The submitter also assures wienerberger that the owners and users of the project agree to the said use of the photographs/films by wienerberger. Upon wienerberger's request, the submitter will deliver the corresponding statements of consent by the respective persons. In the event of consent being withdrawn by the owners and/or users of the project, the submitter will inform wienerberger without delay.
3. The submitter assures wienerberger to be the owner of the rights granted hereunder (including but not limited to copyrights) in respect of the project design and, if

appropriate, the photographs; third-party rights do not exist. If documents/photographs submitted have been produced by third parties, the **submitter assures that he/she is entitled to fully exercise the respective rights of use** and/or that any third-party rights holders agree to such uses and do not derive any rights therefrom.

4. In connection with the aforementioned assurances, wienerberger and any third parties cooperating with wienerberger in connection with said publication and presentation shall be indemnified and held harmless by the submitter.
5. Any and all rights granted hereunder are granted free of charge and without restriction in terms of time or geography.
6. The submitter accepts and acknowledges the binding nature of the general terms and conditions of participation.
7. This agreement is governed by Austrian substantive law, excluding the conflicts of law rules and the rules of the CISG.
8. Any and all claims arising under or in connection with this agreement shall exclusively and finally be settled by the International Arbitration Board of the Austrian Federal Economic Chamber in accordance with the Vienna Rules. However, the submitter agrees that wienerberger can also take action against the submitter before any ordinary court having substantive and local jurisdiction.