

Conditions of participation for the JENIUS INNOVATOR AWARD

1st Organiser, scope of application and acceptance of the General Terms and Conditions of Participation

- 1.1. These conditions apply to participation in the JENIUS INNOVATOR AWARD competition.
- 1.2. The competition is organised by JENOPTIK AG, Carl-Zeiss-Straße 1, 07743 Jena, Germany.
- 1.3. By participating in the competition, the participant expressly and bindingly recognises these General Terms and Conditions of Participation.

2. Eligibility to participate

- 2.1. Employees of JENOPTIK AG and its affiliated companies within the meaning of Section 15 AktG with an employment contract that has not been terminated or, in the case of a fixed-term contract, with a minimum period of employment until the end of 2025 are eligible to participate.
- 2.2. The participant is solely responsible for the accuracy of the data provided for participation in the competition. All personal details must be truthful. Failure to do so may result in exclusion from the competition in accordance with section 5.
- 2.3. Only those who are members of a team are eligible to participate, whereby a team must consist of at least two members. There is no upper limit with regard to team size. If several independently submitted applications relating to the same project are received as part of the competition, they will be summarised and considered as one team.
- 2.4. To take part in the competition, the form provided on the intranet must be completed in full. It lists the questions relevant to the evaluation and the project requirements

3. Procedure of the competition

- 3.1. Information about the competition will be provided on the website [\(Jenoptik Innovation Days | Jenoptik\)](#).
- 3.2. The winning team will be determined using an evaluation matrix. The submitted projects are compared and evaluated based on the aspects specified in the form. The success of the project is measured in particular by the more heavily weighted aspects of "project value for the customer" and "project value for Jenoptik". The decision on the winning team will be made by the Executive Board of JENOPTIK AG.

4. Profit

- 4.1 The prize may take the form of a non-cash prize for two team members. In the case of non-cash prizes, a cash payment of the prize value or an exchange of the prize is excluded. The prize claim is not transferable. Prizes provided by co-operation partners or prize sponsors are only offered by JENOPTIK AG on their behalf. In such cases, JENOPTIK AG is not responsible for the timely and complete distribution of the prize or for material or legal defects or for the insolvency of the co-operation partner and the resulting consequences for the competition. Any taxes incurred in connection with the prize will be borne by the winner.
- 4.2. The prize may also take the form of a business trip for two team members.

- 4.4. The winning team will be announced at the Jenoptik Innovation Days 2024 in October. The winning team will decide which two team members will receive the non-cash prize or go on the trip. The decision must be declared to the department Corporate Innovation Partner (corporate-innovation-partner@jenoptik.com) by 4 November 2024. If no decision is communicated within the aforementioned time frame, the decision will be made by drawing lots. Team members not selected to receive the non-cash prize or participate in the trip are not entitled to a (substitute) prize. Legal recourse is excluded. The prize is only valid to the extent determined by JENOPTIK AG and is non-transferable. The assumption and reimbursement of costs are governed by Jenoptik's applicable regulations for business trips.

5. Exclusion of participants

- 5.1. JENOPTIK AG reserves the right to exclude teams or individual participants from taking part in the competition. This applies in particular in the event of culpable violations of the conditions of participation or if teams or individual participants manipulate or attempt to manipulate the participation process or the competition or use other dishonest means.

6th Exclusion from the distribution of profits

- 6.1. If JENOPTIK AG subsequently establishes that there was a reason for exclusion within the meaning of Clause 5, JENOPTIK AG may exclude the participant or team concerned from the distribution of the prize.

7. Publication of names; promotion

- 7.1. JENOPTIK AG may publish the winner's name in the programme or on the JENOPTIK AG intranet pages. Unless the winner objects in writing, (1) he/she is obliged to be available free of charge for audio, photo, image and text promotion on the radio, Internet or printed publications within reasonable limits and (2) he/she agrees to the publication of his/her entry in words, images or text for the purpose of the competition.

8. cancellation of competition

- 8.1 JENOPTIK AG reserves the right to cancel or terminate the competition at any time. This applies in particular in the event of force majeure or if the competition cannot be held or continued for other organisational, technical or legal reasons. In such a case, the participants are not entitled to any claims against JENOPTIK AG.

9. Revocation

- 9.1. Participants are free to cancel their registration data at any time and thus withdraw from the competition. With the cancellation of the data, participation in the competition and any subsequent prize draw is excluded. The cancellation must be sent by e-mail to: corporate-innovation-partner@jenoptik.com to declare the cancellation.

10. Liability

- 10.1. If the prize takes the form of a trip, Jenoptik's regulations for business trips apply with regard to liability.
- 10.2. JENOPTIK AG is not liable for false information that is expressed and disseminated by participants and/or third parties, including any co-operation partners of JENOPTIK AG and that is related to the dissemination of information about the competition.

11th *Relationship between verbal information and written conditions of participation*

- 11.1. If the content of verbal information (e.g. in the moderation) deviates from the above General Terms and Conditions of Participation, the provisions of the General Terms and Conditions of Participation shall apply exclusively with regard to the deviating information.

12th *Changes to the conditions of participation*

- 12.1. JENOPTIK AG reserves the right to change the conditions of participation at any time.

13. *Data protection*

- 13.1. All personal data of the participant will be stored and used exclusively for the purpose of organising and running the competition. Unauthorised disclosure to third parties will not take place. The same applies to any use for advertising purposes. After completion of the competition, the data of the participants will be deleted in accordance with the applicable law, in particular § 17 GDPR.

14. *Final provisions*

- 14.1. The law of the Federal Republic of Germany shall apply.
- 14.2. Deviations from these conditions of participation must be made in writing to be effective. The same applies with regard to the cancellation of the written form requirement
- 14.3. Should one or more of the above clauses be or become void, ineffective or unenforceable in whole or in part, the remaining conditions shall remain effective. They shall be replaced by a corresponding valid clause. The same applies in the event of a loophole.
- 14.4. Legal recourse is excluded with regard to items 1-6, 8-9 and items 11-12.