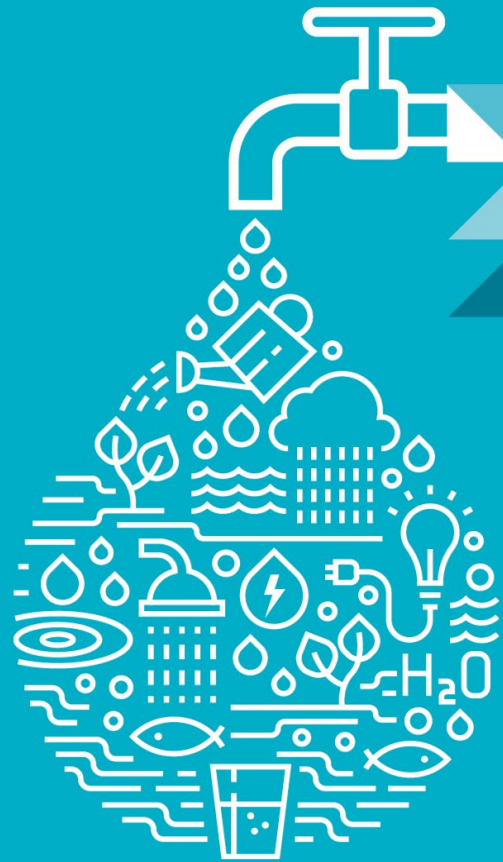




aqua\_   
**AWARD**  
2022

Terms and conditions



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## Foundations and objectives

The [aqua\\_M AWARD](#) 2022 (hereinafter referred to as the "Award") will be presented every year and for the first time in 2022 by Mainzer Netze GmbH (hereinafter referred to as the "Organiser").

The Award is a research prize which, in order to promote young scientists, honours projects that have worked on future-proof methods, techniques and management tools for securing groundwater resources in times of climate change and changes in population structures in urban areas. The Award is intended to honour projects in which outstanding achievements in practice-oriented research have been made and which offer innovative and progressive approaches to solutions for actively shaping the future.

An important objective is in particular the feasibility of the research results. The projects to be funded and awarded should serve to develop solutions and methods that can be implemented in municipal water supply practice and communicated to consumers. Basic research and studies are not eligible for funding. If possible, the aim is to actually implement the winning project after the Award.

The following terms and conditions of the call for entries and annexes (hereinafter referred to as "terms and conditions of the call for entries") form the only contractual basis for participation in the Award between the Organiser and the participant. The implementation of projects is not the subject of these conditions but must be agreed separately.

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## § 1 Topic of the Award

- (1) The concrete competition topic for the Award in 2022 will be determined in accordance with the following provisions and will be specified and announced by the Organiser together with the conditions of the competition.
- (2) The competition topic for the Award in 2022 will be:

### **Extreme weather conditions**

e.g. recording and evaluation of as well as approaches to solutions regarding the resources, the water supply technology and the consumption behaviour

e.g. perception of weather and climate and impacts on the water consumption behaviour.

### **Virtual water**

e.g. the regional origin of everyday products – challenges for the production – influence on the consumption behaviour

The projects submitted are to focus on extreme weather conditions (e.g., recording, evaluating and controlling solutions for resources, water supply technology and consumption behaviour) on the one hand and on virtual water (e.g., regionality of everyday products, challenges for production, influencing consumption behaviour) on the other.

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## § 2 Content requirements

- (1) In terms of content, the submitted work must focus on projects concerning innovative processes, products, concepts, solutions or new findings with a pronounced practical relevance and possible application for the Organiser's municipal water management or a possible application that is transferable to the Organiser's municipal water management.
- (2) What is being looked for are innovative approaches to concepts that can be integrated and implemented in the structures and processes of municipal water supply. The following aspects should be addressed in the submitted work:
  - a) Use and protection of water resources in times of climate change;
  - b) Consumers' response to the consequences of climate change;
  - c) Definition of solutions for the adaptation of water utilities to climate impacts.

Future challenges of climate change require new ways of thinking about the handling of the resource and the product drinking water for municipal water supply companies and the residents supplied, especially in metropolitan regions. This requires analysing the existing structures of use and their resilience in the case of extreme heat for longer periods of time as well as in the case of changed consumption behaviour and redefining the technical and entrepreneurial processes.

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### § 3 Participation requirements

- (1) The Award is open to participants of all academic levels (at least Bachelor's degree) of all gender identities from Germany, Austria, Switzerland, the Netherlands, Belgium, Luxembourg, or France without discrimination.
- (2) Only natural persons who are resident in one of the previously mentioned countries and who have reached the age of 18 are entitled to participate.
- (3) The participation of a consortium is permitted. If the participation is made by a consortium, a leading participant from the consortium must already be named in the registration. With the registration, the consortium assures that the leading participant is entitled to represent the consortium in all matters of the Award and in connection with it. All declarations made and legal transactions carried out by the Organiser vis-à-vis the leading participant shall apply to the entire consortium.
- (4) Members and relatives of the jury and the coordination office as well as employees of Mainzer Netze GmbH and Mainzer Stadtwerke AG, including their group companies, are excluded from participation.
- (5) Participation in the Award is free of charge. No entry fee or participation fee will be charged.

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### § 4 Registration, submission, application

- (1) Only own applications are accepted; it is not possible to propose applicants, projects or contributions for the Award. Only one entry per participant and consortium may be submitted to the Award. Membership of a consortium excludes participation with one's own project. Verification of the email address is carried out by means of a double opt-in procedure.
- (2) Applications must be submitted in German or English. The submitted entry must have been written in the context of a doctoral, master's, bachelor's and/or seminar thesis and must be clearly related to the competition topic.

- (3) In addition to the original scientific paper (hereinafter referred to as the "long version"), the participant is required to prepare an abstract of the project (hereinafter referred to as the "abstract") and to submit both. In the abstract, the participant should formulate a statement on the competition topics and the relevant evaluation criteria according to § 5 of these conditions. If possible and appropriate, the structure should be based on the evaluation criteria.
- (4) Additionally, the following formal requirements must be met in the abstract:
  - a) The length should not be more than ten A4 pages of content, including footnotes. The text should be written in a common font and font size (e.g., Calibri, Arial, Times New Roman in standard font size 12 point or 8 point in the footnote area);
  - b) The abstract must be submitted with a cover sheet, an outline, a list of abbreviations and a bibliography. Optionally, graphics, videos and/or graphic or photo material may be included for illustration purposes; the entire submission may, however, not exceed a file size of 5 GB.
- (5) The application is made online via the online form provided by the Organiser at [www.aqua-m-award.de](http://www.aqua-m-award.de) or on the website of the Organiser <https://www.mainzer-netze.de/> under the heading aqua\_M AWARD and must be fully completed by the participant. It is hereby expressly excluded to submit applications otherwise.
- (6) Applications may only be submitted within the application period pursuant to § 8 of these terms and conditions. The application for the Award is considered to be on time if the online application form has been completed in full and submitted to the Organiser before the deadline. No applications will be accepted after the application deadline and, respectively, the submission deadline.
- (7) As soon as the application has been successfully submitted and the participant has confirmed his/her email address via the double-opt-in procedure, he/she will receive a confirmation to the verified email address that his/her application has been received. Along with the confirmation email, the participant will receive a link for the upload of the abstract and the long version as well as any attachments. After the upload, it will no longer be possible to adjust the works submitted.
- (8) As at the start of the application period pursuant to § 8(1), the completion of a submitted project may not have been more than one year ago. Projects that have not yet been fully completed are also accepted. However, they should be at an advanced stage and already deliver results that can be evaluated on the basis of the evaluation criteria specified in § 7 of these terms and conditions.
- (9) Applications submitted to other institutions and/or organisers of awards or competitions are also accepted.

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## § 5 Conclusion of the contract

This contract between the participant and the Organiser is concluded exclusively electronically. It shall be deemed to be concluded when the participant fulfils all participation requirements pursuant to these terms and conditions and the Organiser confirms the participant's participation in the Award in text form.

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## § 6 Selection process

- (1) The winner(s) will be selected and determined from among all those eligible to participate in a three-stage process consisting of a pre-selection pursuant to § 6(2), a preliminary evaluation pursuant to § 6(3) and a final decision pursuant to § 6(4) of these terms and conditions.
- (2) The coordination office of the Organiser is responsible for the pre-selection. The coordination office is formed by the persons mentioned under § 18. The coordination office first checks the submitted entries for compliance with all formalities (e.g. form and deadline) and other formal requirements for participation according to the specifications of these terms and conditions. In the case of projects that have not yet been fully completed, the coordination office will check at its own discretion whether the project is a suitable project within the meaning of § 3 Para. 9. The coordination office will then make an initial selection from all entries submitted in due form and time on the basis of the abstract in accordance with the review and evaluation criteria set out in § 7(1)a) and submit the anonymised pre-selection to the jury for further review and evaluation and for a decision.
- (3) Among all pre-selected entries submitted by the Organiser's coordination office, the jury will proceed to a preliminary evaluation based on the review and evaluation criteria set out in § 7(1)a) and § 7(1)b). The jury's preliminary evaluation will be based on the abstract only.
- (4) The jury will make a final decision among the top five entries in the preliminary evaluation and determine the winner(s) of the Award on the basis of the review and evaluation criteria set out in § 7(1)a) and § 7(1)b). The jury's final decision will be based on the long version only.

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## § 7 Examination and evaluation criteria

- (1) The content of the projects shall be examined and evaluated on the basis of the following criteria:
  - a) Criterion in all three stages of the selection process is the relation to the set competition topics as well as the presentation and quality of the preparation;
  - b) From the second stage of the process onwards, additional criteria include the degree of innovation and progressiveness, technical feasibility and implementation, economic efficiency, practical/application relevance in everyday life and social benefits, as well as the positive impact of implementation on climate and environmental protection.
- (2) The extent to which these criteria are fulfilled is evaluated on a scale of 0 to 10, where 0 is the lowest and 10 the highest rating. The overall evaluation resulting from the sum of all individual evaluations forms the basis for a ranking.

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## § 8 Deadlines

- (1) The application period for participation in the Award begins on 1<sup>st</sup> March and ends on 30<sup>th</sup> of September 2022.
- (2) The selection procedure in accordance with § 6 of these terms and conditions begins with the end of the application deadline and ends 30<sup>th</sup> November 2022. By this date, an evaluation of all eligible submissions should be completed.
- (3) The Organiser intends to announce the winner(s) and award the prize money in January of the following year (e.g., the 2022 Award will be presented in January 2023). The final date is at the discretion of the Organiser.

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## § 9 Jury

- (1) An independent expert jury decides on the final Award. The jury members consist of personalities from at least three internationally renowned representatives and experts from science and practice with a connection to drinking water supply, environmental science, water analysis or comparable subject areas.
- (2) The jurors exercise their duties in independence and impartiality, without bias with regard to personal, social, or political interests or relationships. They act within and outside their office in such a way that the reputation of the jury, the dignity of the office and the trust in their independence, impartiality, neutrality, and integrity as well as those of the Organiser are not affected.



- (3) The appointment of the jury is the responsibility of the Organiser. The Organiser will conclude separate agreements with the individual jurors.
- (4) The Organiser will publish the members of the jury at [www.aqua-m-award.de](http://www.aqua-m-award.de) or on the Organiser's website <https://www.mainzer-netze.de/> under the heading aqua\_M AWARD.
- (5) During the preliminary evaluation and the final decision, each project will be evaluated by each jury member. After submitting their own evaluation, the evaluations of the other jury members can be viewed. If the own evaluation differs from the evaluations of the other jury members, the jury members can discuss the evaluation and correct their own evaluation if necessary.
- (6) The Organiser reserves the right to dismiss an already appointed jury or individual jurors and to replace them with a new jury or jurors in justified exceptional cases, as well as due to concerns of bias. A justified exceptional case is particularly considered to exist in the following cases:
  - a) if the juror dies or is incapable of exercising his/her office for an unforeseeable period of time, e.g. for health reasons;
  - b) if the jury contract is cancelled before the end of its term;
  - c) if the juror, despite two requests, does not fulfil his/her duties as a judge and thereby more than insignificantly affects or delays the process of the Award
- (7) In this case, the Organiser is required to appoint a new juror without delay and to publish the appointment at [www.aqua-m-award.de](http://www.aqua-m-award.de) or on the Organiser's website <https://www.mainzer-netze.de/> under the heading aqua\_M AWARD.

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## § 10 Exclusion of participants

- (1) The Organiser has the right to exclude participants from participation before and during the current Award.
- (2) A participant shall be excluded if the participant has violated the principles and obligations of these terms and conditions in a particularly serious manner.
- (3) A reason for exclusion shall exist, in particular, if it is established that,
  - a) the participant infringes property rights of third parties contrary to § 14(1) of these terms and conditions,
  - b) the submitted contribution is (partially) plagiarized.

- (4) In the event that the exclusion of a participant is no longer possible because the Award process has already been completed and the winner(s) has/have already been recognised with the Award and a reason that would have led to the exclusion of the winner(s) is/are established at a later point in time, the Organiser is entitled to retroactively withdraw the Award. Any prize money already paid shall then be returned.

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## § 11 Prize, Award and use

- (1) The winner(s) of the Award will receive, in addition to the Award "aqua\_M AWARD Winner", prize money totalling € 7,000.00. In the case of a consortium of participants, the leading applicant, representing the consortium, will receive the Award and prize money.
- (2) The prize money will be donated by the Organiser.
- (3) In the event of a tie between the first place winners, the prize money may be divided 50 % between up to two winners. [The decision as to whether the prize money is to be divided is the sole responsibility of the jury.].
- (4) The payment of the prize money is not tied to a specific purpose. The prize money is not subject to any stipulation regarding its use.
- (5) The place, time and type of the Award ceremony as well as the entire organisation of the event are at the discretion of the Organiser. The Organiser will inform the participants, the jury and all parties involved in advance by email or telephone.
- (6) Neither the jury nor the coordination office are obliged to give reasons for honouring or not honouring submissions and contributions. The decision of the jury shall be final.

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## § 12 Publication and use by the Organiser

- (1) The Organiser is entitled to name the participant(s) and, in particular, the winner(s) of the Award by name and with the illustration of one or more photographs in public relations, including its internet presence.
- (2) The Organiser is furthermore entitled to publish submitted winning entries (abstract and/or long version) or excerpts thereof in public relations, including on its website and in communicating with potential customers. For this purpose, the winner(s) grant/s the organiser a non-exclusive, free right of use that cannot be transferred to third parties and is revocable at any time to the submitted work (abstract and long version) or excerpts thereof.

## § 13 Use of trademarks and signs

- (1) The Organiser is the proprietor of the word mark (Wortmarke) "aqua\_M AWARD" as well as the word/figurative mark (Wort-/Bildmarke) shown below.



- (2) The Organiser grants the winner(s) the free, non-exclusive, non-transferrable right to use both the word mark and the word/figurative mark under § 13(1) with the addition "winner 2022" and to market the submitted project by using the trademarks with the addition "winner 2022".
- (3) The entitlement to use the trademarks begins upon presentation of the Award to the winner(s) by the Organiser. The winner(s) commit/s to use the trademarks under § 13(1) exclusively in the respective form specified by the Organiser and, if the Organiser deems additions to be necessary, to use them exclusively in combination with the additions specified by the Organiser. The winner(s) shall at all times use the trademarks under § 13(1) in combination with the registration symbol ® and indicate that these are trademarks registered by the Organiser.
- (4) The Organiser shall provide the winner(s) with the word/figurative mark under § 13(1) as an electronic file. The winner(s) is/are entitled to change the size of the word/figurative mark under § 13(1); the minimum font size shall be 6 pt. Whenever the size is changed, care must be taken to ensure that the text of the sign remains fully legible and that the proportions of the individual elements are not altered. Changes beyond those set out above are not permitted.
- (5) The Organiser is entitled to restrict, withdraw, or deny the right of use if:
- there is a breach of these terms and conditions, or the requirements of the Award are not met, e.g. because incomplete or untrue information was provided in the application process;
  - the sign or the trademark is used in breach of these terms and conditions;

c) from the Organiser's perspective, at its reasonable discretion within the meaning of § 315 German Civil Code (Bürgerliches Gesetzbuch – BGB), in particular on the basis of generally accessible sources of information, occasions arise which could negatively affect the reputation of the Organiser directly or indirectly (e.g. through business relations).

(6) The winner(s) shall not use the sign and/or the trademark in a misleading manner or in a way that may damage the reputation of the Organiser. He/she/they shall use the sign and/or the trademark only in accordance with the applicable laws, in particular with the Act against Unfair Competition (Gesetz gegen den unlauteren Wettbewerb – UWG).

(7) When using the sign and/or trademark for advertising purposes, the winner(s) shall ensure that it refers to the concept under review. If the sign and/or the trademark is granted as an Award for a concept or a process, it may not be used for advertising on a product. Furthermore, it may not be used for concepts that differ from the subject matter of the test.

(8) The winner(s) shall not be permitted to make any use independent of the sign and/or the trademark.

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## § 14 Protection of third-party property rights

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(1) Projects and submissions that infringe a property right (e.g. trademark, brand name, utility model, patent, copyright or similar) are excluded from participation. All participants must ensure that any third-party property rights are respected when submitting their entries.

(2) Should there be pending legal proceedings or out-of-court disputes with regard to the project for which an application was submitted, the participants shall inform the Organiser thereof upon submitting the entry. The participant shall be exclusively liable for any damage, in particular claims of third parties arising from the violation of these terms and conditions and shall indemnify the Organiser against all claims upon first request.

(3) The copyrights in regard to the project submitted for the Award (e.g., photos, videos and texts) shall remain with the respective participant at all times. The granting of rights of use and publication shall be governed by the provisions of § 12 of these terms and conditions.

(4) Documents received in the context of the application for the Award shall be made available to the jury, the coordination team, and the sponsor of the Award. Immediately after the end of the contract, all documents, including copies, shall be returned to the participants, or permanently deleted or made unavailable online. Other rights of the participant shall remain unaffected.

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## § 15 Data protection

- (1) The Parties shall respect the statutory data protection regulations.
- (2) In the event that the Organiser processes personal data of the participant, the Organiser shall comply with the applicable data protection legislation, in particular the General Data Protection Regulation (GDPR). Details are set out in the document "Information on the processing of personal data for business partners and other parties concerned (data subjects)", which the Organiser provides to the participant – in the event of data processing by the Organiser – upon conclusion of the contract.

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## § 16 Confidentiality

- (1) The Organiser is obliged to treat all information and documents received from the respective participants or becoming known to him during the execution of the contract as confidential, neither to pass them on to third parties nor to make them accessible to third parties in any way. This shall not apply to information which was already generally accessible, or which was passed on to consultants who are bound to professional confidentiality. The right to publication under § 12 of these terms and conditions remains unaffected.
- (2) All information provided to the jury in the context of an application is subject to strict confidentiality and legal data protection.
- (3) Neither the coordination office nor the jury or a juror is allowed to provide information on the status and contents of the application and/or selection process that is still ongoing.
- (4) The Organiser, its coordination office and the jury shall treat all documents and papers which they receive in the course of the initiation or the handling of the Award process as the entrusted property of the participants, keep them under lock and key and hand them over to the participants upon request at any time, but no later than after the Award has been presented. Documents which the Organiser, the coordination office or the jury already had prior to the initiation of the business relationship shall not be handed over.
- (5) The above obligations shall continue to apply after termination of the contract.

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## § 17 Liability

- (1) The liability of the Parties and their vicarious agents and assistants in the event of culpable damage shall be excluded unless the damage was caused by intent or gross negligence; this shall not apply in the event of
  - a) damage due to injury to life and limb or to a person's health,
  - b) the culpable breach of material contractual obligations, i.e., those obligations whose fulfilment is essential for the due and proper performance of the contract and which the respective other party to the contract may, as a rule, expect to be met (so-called cardinal obligations).
- (2) In the event of a breach of material contractual obligations which is based on circumstances other than intent or gross negligence, liability shall be limited to the damage which the liable party anticipated as a possible consequence of the breach of contract at the time of the conclusion of the respective contract or should have anticipated considering the circumstances of which it was aware or should have been aware.

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## § 18 Procedure and organisation

The coordination office is responsible for the realisation and organisation of the Award on behalf of the Organiser. The coordination office accompanies the entire process. It can be reached at:

### **Coordination office aqua\_M AWARD**

c/o Mainzer Netze GmbH

Rheinallee 41

55118 Mainz

Phone: 0049 6131 - 127474

Fax: 0049 6131 - 127477

Email: [info@aquam-award.de](mailto:info@aquam-award.de)

Internet: [www.aquam-award.de](http://www.aquam-award.de)

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## § 19 Patronage

The patronage of the Award is assumed by the Mayor of the City of Mainz, Mr. Michael Ebling.

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## § 20 Final provisions

- (1) The provisions of these terms and conditions shall apply exclusively. There shall be no verbal side agreements. The Organiser shall not accept any terms and conditions of the participant, even if the Organiser does not expressly object to them in individual cases.
- (2) These terms and conditions – including the form of concluding the contract as well as all rights and obligations resulting from these terms and conditions – shall be governed by German law. Mandatory protective provisions of the law of the country in which the consumer usually resides shall remain applicable.
- (3) Should individual provisions of these terms and conditions be or become invalid or unenforceable, the remaining provisions shall not be affected thereby.

Last updated: 07<sup>th</sup> February 2022