



Rules of Participation

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Before participating in the **Henkel Innovation Challenge⁵** (hereinafter “HIC⁵”) students should read the Rules of Participation in their entirety. By registering, students unconditionally agree to all terms and conditions of these rules of participation. Furthermore, students accept any and all of Henkel’s decisions with regards to HIC⁵ as final and binding in all respects.

1. About the Henkel Innovation Challenge⁵

The HIC⁵, organized by **Henkel AG & Co. KGaA** (hereinafter “Henkel”), Henkelstraße 67, 40589 Düsseldorf, Germany, is an international business game starting September 1, 2011.

The aim of HIC⁵ is to offer students the possibility to translate theoretical knowledge into practice and make a professional experience. In the course of the challenge, a tandem of 2 students develops a business plan for a new **Henkel product or technology**, which should contribute to promoting a sustainable development in at least one of Henkel focal areas.

The students are guided to create a concept for a Henkel product or technology by filling in the following questions online:

1. Tell us your vision of life in 2030: What future trends do you expect?
2. What will the market needs be according to your vision?
3. What is your innovation? Describe your idea for a Henkel product or technology.
4. How does your idea contribute to sustainable development in one Henkel focal area?

The submission deadline for all innovation projects is **4 p.m on December 12, 2011**. No participation fee or purchase is required.

In 2011/2012, 21 countries are participating from Europe and Asia Pacific and additional teams from other Regions will join the competition.





2. Who can participate?

- Students, who are at least 18 years old, enrolled in a university, college or equivalent academia within a participating country (see above).
- Students attending a Master (no MBA).
- Students participating in an exchange program, if they and their tandem-mates study in the country they applied for during the time of the final between January and February 2012.
- Current and former Henkel interns (max. 1 intern in a tandem), including students writing a thesis at Henkel.
- Last years' participants provided that they were not in the best 10 teams of any participating country (i.e. in the national finals of these countries).

Excluded from participation:

- Students attending an MBA or Doctoral Program.
- Employees of Henkel AG & Co. KGaA and its affiliates – and their relatives – are excluded from participation.
- People who have any contractual (i.e. job) affiliations with Henkel or its affiliated companies, had in the past and at any time of the challenge. The participants in the process of recruitment for a job within Henkel or its affiliated companies of Henkel are eligible for the challenge. However, they will be automatically disqualified, should they be recruited by Henkel.

To participate in the HIC⁵ it is absolutely essential that all personal information be truthful and accurate. Every student can participate only with his or her own name.

Henkel reserves the right to check the validity of the registration information submitted by students at any stage during the challenge.

Henkel also reserves the right to refuse participation, or to disqualify, at any time during the HIC⁵, students (and their tandems) who have submitted incorrect or misleading information. The students will have no recourse against disqualification decisions.

Participation in the HIC⁵ cannot in any way be deemed to give rise to any contractual relations with Henkel or any of its affiliates and in particular any employment rights.

3. Tandems' composition

Students have to register in tandems of 2 participants. Students are only allowed to register under one tandem. Once a tandem has submitted a project, no modification in its composition will be allowed.



4. Time schedule and phases

The start date of HIC⁵ is **September 1, 2011**.

The HIC⁵ is divided into **3 rounds**:

1st round: Submission

2nd round: National Finals

3rd round: International Final

Submission phase – deadline: 4 p.m. on December 12, 2011

All student tandems register at the HIC⁵ website www.henkelchallenge.com and submit their project. Every country selects the top tandems and invites them to the national finals. A mentor from Henkel management will help the selected tandems to prepare a 10-minute presentation for the national final.

There will be a minimum of **6 weeks** between the selection and confirmation of the tandems and the National Final.

National finals – between January and February 2012

In each country, the national finalists present their projects to a Henkel top-level management jury.

Each tandem's presentation during the national finals is limited to a maximum of 10 minutes. All presentations must be prepared on PowerPoint. Any additional elements like music, videos, animations, etc, must be put into the PowerPoint presentation.

The Henkel Management jury chooses one tandem in each country for the next step.

National finals will be organized in Europe and in selected countries of Asia Pacific.

International final – April 2012 in Poland

The winning tandems from each country or region meet in Poland for a three-day international final. They work on their ideas and underlying concepts.

In order to allow the students to optimize their presentation for the international finals, experienced managers will mentor the students and support them to prepare their final presentations. These will be evaluated by a Henkel top management jury according to analytical, communication, business and presentation criteria.

However, no change is allowed on the selected strategy, the product(s) concept and the creativity between the national and international finals.

www.henkelchallenge.com





Henkel and/or its affiliates cannot in any way be held responsible should the national winning tandem and/or any of its tandem members be unable to travel to Poland to participate in the international finals.

5. Evaluation Criteria

General evaluation criteria for the **HIC⁵** are:

- a) Creativity: originality and uniqueness of the idea and documents.
- b) Analytical skills: clarity, consistency and logic of the concept.
- c) Communication and presentation skills: structure and style of presentation, ability to convince, energy.
- d) Teamwork and team spirit: effective collaboration with colleagues.

6. The final prize

1st prize: A ticket around the world plus € 1,000 in travel vouchers!

The winners from the international finals in Poland win a ticket around the world plus € 1,000 in travel vouchers.

Henkel shall be entitled to send the winner's data to a third party to enable delivery of the prize. Participants can only win a prize once. The winners of the ticket around the world must start their trip within one year starting from the date of the international final (announcement of winning team).

The 1.000€ are redeemed in hotel vouchers by a travel agency and can be used by the winning team members only in combination with the ticket around the world. The ticket around the world will be granted to each team member of the winning team (first place) once. The maximum amount the ticket around the world may cost including tax and further charges is 3.000€.

Rights to prizes cannot be transferred to third parties. Any complaints must be submitted to Henkel in writing within 14 days of awareness of the grounds for the complaint and must identify the particular competition.

Henkel is not liable for defects of title and/or quality. Any claims relating to the prizes received must be directed solely to the party that provided and sent the prize.

Once Henkel hands out the prize, it is released from all further obligations.

7. Confidentiality obligations

By taking part in the HIC⁵, the participants will take all necessary action so as to keep information from mentors strictly confidential, exclusive of information that would already have fallen into the public domain.



The participants acknowledge that the disclosure of information could cause a significant prejudice to Henkel allowing Henkel to hold a participant responsible for any breach. The confidentiality obligation will be maintained beyond the end of the HIC⁵.

8. Rights of reproductions

The HIC⁵ is organized by Henkel and is exclusively intended for exchange with the participants. Any likeness or similarity between the projects presented by the participants and the products developed by Henkel would be fortuitous.

Since the projects are built up from ideas and the Henkel starting case, and considering that a similar development may be in progress, no concept presented by the teams and/or its participants during the HIC⁵ shall in any case be considered as having given rise to a concrete development.

Should the products submitted to Henkel by the tandems and/or participants, in the scope of their participation in the challenge, give rise to an intellectual property right, the respective tandems and/or participant will give to Henkel, which accepts all copyrights, performance, adaptation or translation rights pertaining to the products (videos, movies, designs, slogans, models, etc.), on all media, including those that are not known yet at the date of the HIC⁵ for any purpose (including commercial, promotional and advertising) for the legal term of the intellectual property right, at world level and without any limitation in numbers.

Assignment of rights is granted and accepted without any payment due in return. Participation in the game, contacts made through the game and the chance to win is considered to be adequate remuneration.

Concepts communicated by the participants during the HIC⁵ may be used by Henkel, free of charge and without restriction.

9. Registration

During the registration process, the tandems will be asked to accept these Rules of Participation. Failure to accept the Rules of Participation will prohibit the completion of the registration process. Acceptance by the tandem member having personally completed the official registration form on behalf of the tandem will be deemed to constitute acceptance by the other members of the team.

By registering, the participants agree to grant to Henkel the right to use and publish his or her name, portrait, picture for advertising and promotional purposes without additional consideration, world-wide and on the World Wide Web without limitation of time. Henkel may also publish in any media any results of HIC⁵ for a reasonable duration.



10. Disqualification

- Henkel reserves the right to exclude from the competition students who violate these conditions of participation or acts in any unsporting or disruptive manner. Students who use unauthorized aids or otherwise gain advantages for themselves through manipulation will also be excluded. In such case, winnings can later be disallowed by Henkel and demanded back.
- The participants are not authorized to contact the media directly or indirectly and/or meet journalists, unless they have been expressly authorized to do so by Henkel. Any participant who will get in touch with the media or journalists without express authorization from Henkel, the team of that participant shall be disqualified.
- Henkel may exclude any tandem and/or any of the tandem members if any of the tandem members intends to damage any HIC⁵ material or information. Henkel has the right to prosecute any tandems and/or any of the tandem members if the tandem and/or any of the tandem members try to destroy, disrupt or damage or alter the proceedings of the challenge.

11. Cancellation

- Henkel reserves the right to cancel or terminate the competition at any time without prior notice. Henkel will utilize this option if the competition cannot be properly carried out for technical reasons (e.g. viruses in the computer system, manipulation, or defects in hardware and/or software or for legal reasons).
- If the competition is ended due to the behavior of a participant, Henkel can demand compensation for the resulting losses from this person.
- In some countries or regions, the number of rounds can be different, depending on the numbers of tandems participating to the challenge in that country.
- Henkel shall not be liable for losses that arise from errors, delays or interruptions in transmission, malfunctions of technical equipment and services, wrong content, loss or deletion of data, viruses, or other problems during the competition, unless such losses are caused by Henkel (its governing bodies, employees, or agents) intentionally or through gross negligence. Legal action is excluded.

These Rules of Participation and the entire legal relationship between the participants and Henkel are subject exclusively to the laws of the Federal Republic of Germany. If individual provisions of the Rules of Participation are or become invalid, this shall not affect the validity of the remaining Rules of Participation.

These Rules of Participation can be changed by Henkel at any time without special notice.