dsm-firmenich



dsm firmenich Art of Progress Prize — Terms & Conditions

Last updated: 19 September 2025

Applies to: the Art of Progress Prize (the "Prize") and associated website(s), application portals and events (together, the "Services").

1. Definitions

"Organizer(s)" means DSM Services B.V., Wilhelminasingel 39, 6221 BE, Maastricht, The Netherlands, (hereinafter also referred to as "dsm-firmenich").

"Participant", "Artist" or "Applicant" means the individual or collective submitting an Application.

"Affiliate" means any company directly or indirectly controlling, controlled by or under common control with dsm-firmenich.

"Application" means all materials submitted via the official online form or any expressly authorized alternative method.

"Finalist(s)" means the shortlisted Artists selected by the Selection Committee.

"Exhibition" means any display(s) of works connected to the Prize, including at dsm-firmenich sites (e.g., Kaiseraugst (CH), Maastricht (NL)) and/or partner venues.

"Work" means the original creative expression created by the Participant, including all visual elements, compositions, and expressions embodied therein, whether in physical or digital form.

"Selection Committee" has the meaning as defined in Section 6.2 below.

"International Jury" has the meaning as defined in Section 6.4 below.

"Terms" or "Terms and Conditions" means these, the present terms and conditions and such updates hereof as may be made by the Organizer.



2. Acceptance of Terms

By accessing the Website and/or submitting an Application, you agree to be bound by these Terms & Conditions (the "Terms"). If you do not agree, do not apply or use the Services. The Organizer may update these Terms at any time.

3. Purpose of the Prize

The Prize is a global award recognizing emerging artists whose practices explore multi-sensory approaches at the intersection of sustainability and, optionally, fragrance. One Grand Prize will be awarded following a multi-stage selection process.

For the purposes of the Prize, an 'emerging artist' is defined as an artist aged 18–35 who is in the early stages of their professional career and has not yet established a significant reputation among curators, collectors, or critics. The Prize is intended to provide recognition and targeted support at a formative stage, when access to resources, visibility, and financial stability remain limited.

4. Eligibility

- 4.1 Age. Applicants must be 18-35 years old at the time of submission.
- 4.2 **Residency/Nationality.** Open worldwide, except where prohibited by applicable law or sanctions.
- 4.3 **Entry.** One Application only per individual or, as the case may be, collective. If applying as a collective, the Applicant collective must designate a lead contact in writing. Participants may apply either individually or as part of a collective, but not in both capacities, in order to ensure clarity and fairness in the application process.
- 4.4 **Ineligible Parties.** Employees, officers and directors of dsm-firmenich or any of its Affiliates and their immediate family/household members are not eligible to participate.
- 4.5 **Originality.** Works must be the Applicant's original creation, completed within the **last 3** years, and must not infringe any third-party rights. Use of Al or third-party materials must be disclosed in writing together with the submission of the Application and must not violate any third party's IP or privacy. If clause 4.5 is violated, the Organizers reserve the right to refuse the Work and eliminate the Applicant from the Competition. The Applicant must therefore acknowledge, to the best of their knowledge, that their submission does not infringe any third party's intellectual property rights or privacy. In such cases, the Work will be returned to the



- 4.6 **Safety & Compliance.** Works must comply with applicable laws and venue policies, including health, safety and environmental regulations. If works include chemicals, olfactory components or electronics, Artists must provide safety data sheets (SDS), risk assessments and installation/operating instructions upon request. Works containing hazardous or restricted materials, or that are unsafe to exhibit in the Organizer's opinion, may be disqualified.
- 4.7 **Code of Conduct.** Works must not promote hate, violence, illegal activity, or contain defamatory or obscene content. The Organizer may at its discretion refuse entries or remove works. Participants are also expected to respect the principles set out in the dsm-firmenich Code of Business Ethics (code-of-business-ethics-en-O72O25.pdf), as updated from time to time.
- 4.8 **Participation in Exhibition.** Each Participant agrees to take part in the prize exhibition if selected by the Selection Committee.

5. How to Apply

- 5.1 **Submission Window. 25 November 2025 1 March 2026 (23:59 CET).** Applications received after the deadline will not be considered.
- 5.2 **Method.** Apply via the official online form on the Website. By submitting your application and files via Google Forms, you acknowledge that the data is also subject to Google's data protection and privacy policies. If accessibility issues prevent use of the form, contact **artofprogress@dsm-firmenich.com** before the deadline for an alternative submission method.

5.3 Application Contents.

- PDF dossier (≤ 25 MB) including: up to 3 works (titles, dates, media, dimensions and brief descriptions), Artist Statement (≤ 300 words), CV/Bio (≤ 2 pages).
- Statement of Intent (≤ 500 words): how your practice embodies multi-sensory, and sustainable approaches (and fragrance, if relevant).
- Media: up to 5 images (JPG preferred; high-res links permitted) and/or video links (Vimeo/YouTube).
- 5.4 **Language.** English preferred; other languages are accepted with a ≤150-word English summary.
- 5.5 Fees. There is no application fee.

- 5.6 **Confirmation.** An Application shall be deemed accepted once the Participant receives confirmation by email. If the entry form is not in compliance with these Terms and Conditions, the Participant will not receive confirmation by e-mail.
- 5.7 **Accuracy.** Participants warrant that all information is true, accurate and complete. The Organizer may request evidence and may reject or disqualify Applications at its discretion for non-compliance with these Terms and Conditions.
- 5.8 **Compliance Review.** Entry forms and other information submitted by the Participant can be reviewed by the Organizer, its Affiliates and/or its agents at any time to ensure compliance with these Terms and Conditions.
- 5.9 **No Amendments Post-Submission.** A Participant may not amend their entry form, Application or any other information once it has been submitted.
- 5.10 **Right to Exclude.** The Organizer and the Selection Committee reserve the unilateral right to exclude at their discretion any Participant's Application (whether for non-compliance with these Terms and Conditions or for other reasons).

6. Selection & Voting

- 6.1 **Internal Review.** The Organizer shall conduct an internal review of eligible Applications and shall forward the relevant Applications to the Selection Committee for consideration.
- 6.2 **Selection Committee.** A group of (up to 5) experts mandated by the Organizer, its Affiliates and/or its agents selects up to 10 Finalists. Decisions by the Organizer, the selection committee and the jury in respect of the Application are final; no feedback will be provided and by participating the Applicant unconditionally and irrevocably (i) accepts any and all such decisions and (ii) waives any rights to challenge any decision in respect of the Application.
- 6.3 **Employee Vote.** dsm-firmenich employees cast a collective ballot among the Finalists; this counts as one vote in the Jury deliberations.
- 6.4 **International Jury.** A distinguished jury from art, science and sustainability mandated by the Organizer, its affiliates and/or its agents selects the Grand Prize winner. Decisions are final and binding; no correspondence will be entered into.
- 6.5 **Conflicts of Interest.** Committee/Jury members must declare conflicts; the Organizer may require recusal or replacement.

7. Timeline (indicative)

- Open Call: 25 Nov 1 Mar 2026
- Initial Review by Selection Committee: Mar 2026

- Shortlist Announcement (10 Finalists): Early Apr 2026
- Employee Vote & Jury Deliberation: Apr May 2026
- Award & Exhibition Launch: June 2026 (date/venue TBA)
- Yearlong mentorship: 2026-2027
- Winner's Touring Exhibition: 2026–2027 (select sites and at the discretion of the Organizer)

The Organizer may amend dates; material changes will be posted on the Website at least 14 days prior to the mentioned dates and shall be deemed accepted by continued participation in the Prize.

8. Prize & Award Conditions

- 8.1 **Grand Prize Package.** The package consists of the following elements and is intended to be cumulative, unless otherwise specified.
 - €15 000 grant (typically split between a cash award and a **production budget** for new/adapted work; exact split and payment schedule set out in the Award Agreement concluded with the winner).
 - **Mentorship** (up to 12 months) with relevant experts (dsm-firmenich, or else external partners).
 - **Commission/Exhibition** of a new or adapted work at a dsm-firmenich site; potential tour to additional locations.
- 8.2 **Taxes & Compliance.** Amounts indicated herein are gross and awards are paid gross. The Applicant is solely responsible for due payment of all taxes, social charges, bank fees and reporting; the Applicant must provide any information required for compliance checks (e.g., KYC/AML, sanctions screening).
- 8.3 **No Substitution.** If, for any reason, a specific element of the Prize cannot be provided in the exact form described, the Organizer may at its discretion replace it with another element of equal or greater value. Participants may not request to exchange elements of the Prize, nor claim a cash alternative.
- 8.4 **Withdrawal/Replacement.** If a Finalist or Winner does not or not timely fulfil any obligation under these Terms, the Organizer may select an alternate from the shortlist.

9. Finalists' Obligations (Exhibition & Production)

9.1 **Materials & Instructions.** Finalists must supply high-res media, tech riders, installation drawings and instructions by the deadlines communicated. Artwork(s) must be complete for installation and display. All installation/deinstallation instructions must be provided to the Organizer two (2) months before the opening of the prize exhibition and in any event no later than the date specified by the Organizers.

9.2 **Production.** Artists are responsible for producing complete, exhibitable works; any coproduction support will be detailed in writing.

9.3 Shipping, Crating & Customs.

- Delivery and collection of any artwork(s) must be within the days and times set by the Organizers. Crating and packing are the responsibility of the Participant.
- If and to the extent specifically agreed in a separate written agreement with the
 Participant, the Organizers will cover the costs of transportation and customs
 formalities when shipping artworks for exhibition; all other costs and any expenses
 arising for any reason due to a failure by a Participant to meet any agreed transportation
 deadline shall be covered by the Participant.
- 9.4 **Insurance.** The Organizers shall be responsible for insuring the artwork(s) nail-to-nail according to the value declared by the Participant for the complete period of the loan (subject to underwriting and documentation). Any additional or transit insurance beyond the Organizer's stated coverage is the Artist's responsibility. Artists are strongly encouraged to maintain their own insurance at all times.
- 9.5 **Condition, Specs & Safety.** Works must be exhibition-ready, safe and compliant. The Participant agrees to provide all dimensions and specifications of the artwork(s) to enable appropriate deinstallation. The Participant shall bear responsibility for the accuracy of such information and agrees to cover any extra cost incurred if such information is not correct. Provide accurate weights, materials lists, power requirements and SDS (where applicable).
- 9.6 **Availability.** Works must remain available for the full Exhibition period and, if touring is agreed, for the tour.
- 9.7 **Collection/Return.** The Organizer will coordinate collection and return of works with Artists and will cover standard return shipping to the original dispatch address (door-to-door economy service), subject to the Organizer's pre-approved carriers and service levels. Duties and taxes arising from permanent importation or re-routing at the Artist's request are excluded. Any additional costs incurred due to missed deadlines or inaccurate information provided by the Artist are chargeable to the Artist. Uncollected works may incur storage charges and may be disposed of after three (3) months from the notified collection date.
- 9.8 **Customs & Documentation.** The Participant agrees to provide the Organizers with all information required for customs formalities and agrees to sign any relevant separate contracts (e.g., loan of artwork) required for customs clearance according to applicable laws.

10. Sales (if any)

The Prize is not a commercial art fair. The Organizer does not act as a sales agent and takes no commission by default. Artists setting prices are responsible for any applicable taxes and compliance in their jurisdiction(s).

11. Intellectual Property & Promotional Use

- 11.1 **Ownership.** Artists retain all IP rights in their works. Ownership of the physical work (whether physical or digital) remains with the Artist unless otherwise agreed in writing.
- 11.2 License for Prize Purposes. By applying for the Competition, you grant the Organizer, its Affiliates and its agents a non-exclusive, worldwide, royalty-free license for non-commercial use to display, store, reproduce, archive, and publicize images or representations of the Work. This includes, but is not limited to, use in printed and digital catalogues, the Prize Website, social media, press, internal communications, exhibition documentation, and the display of the Work at the Prize exhibition. The Organizer will credit Artists where reasonably practicable.
- 11.3 **Retention and Archiving.** Any photos, videos, texts, CVs, or other materials submitted for the Prize, as well as any images or representations of the Work created by the Organizer, its Affiliates and/or its agents, will not be returned to the Participant but will be retained and archived by the Organizer in accordance with Section 12.6 below. Ownership of images or representations created by the Organizer rests with the Organizer, its Affiliates and/or its agents.
- 11.4 Name & Likeness. Participants consent to the use of their name, professional bio and likeness in Prize communications and other communications by the Organizer and its Affiliates.
- 11.5 **Commissioned Work.** "Newly commissioned work" refers to situations where, for example, the Organizer decides to commission a piece from the winner as part of the mentorship. In such cases, all terms will be detailed in a separate agreement.

12. Privacy & Data Protection

- 12.1 Controller. DSM Services B.V. acts as data controller for Prize Applications.
- 12.2 **Legal Bases.** We process personal data as necessary to administer the Prize (contract/legitimate interests) and with consent for optional communications/marketing.
- 12.3 **Data Collected.** May include name, contact details, date of birth, nationality, residency, CV/bio, portfolio data and media metadata; technical logs from the Website may also be collected.

- 12.4 **Use & Sharing.** Data is used to manage the Prize, evaluate Applications (including limited sharing with Selection Committee/Jury and vetted service providers under contract), coordinate exhibitions and communicate results. We do not sell personal data.
- 12.5 **Transfers.** Where data is transferred outside Switzerland/EEA, we implement appropriate safeguards (e.g., SCCs).
- 12.6 **Retention.** Typically, up to 4 years from submission or longer if required according to applicable law or if you are selected for archival purposes tied to the Prize.
- 12.7 **Your Rights.** Subject to applicable law, you may request access, correction, deletion, restriction or objection to processing, and portability. Contact: artofprogress@dsm-firmenich.com. You may withdraw consent for marketing at any time.
- 12.8 **Security.** We apply reasonable technical and organizational measures to protect data.
- 12.9 **Response Time.** Except in rare cases, we will respond to rights requests within 30 days from (i) the date that we have confirmed your identity; or (ii) where not needed, the date we received your request.
- 12.10 **Copies of Data.** You have the right to ask for a copy of the data we hold about you by emailing artofprogress@dsm-firmenich.com. We may not provide a copy in certain circumstances; if so, we will explain why.
- 12.11 **Updates.** If you change your name or address/email address or discover that any of the data we hold is inaccurate or out of date, please contact artofprogress@dsm-firmenich.com.
- 12.12 **Withdrawal of Consent.** You may withdraw consent for specific processing at any time by emailing artofprogress@dsm-firmenich.com with subject "Withdrawal of consent." Processing prior to withdrawal remains lawful.
- 12.13 **Erasure.** In certain circumstances, you may ask for your personal data to be removed from our systems by emailing artofprogress@dsm-firmenich.com. Provided we do not have a continuing lawful basis, we will make reasonable efforts to comply.

Note: The dsm-firmenich corporate Privacy Policy (as updated) also applies and prevails where required by law (including the Swiss FADP and, where applicable, the EU/UK GDPR).

13. Website & Services — Acceptable Use

You agree not to misuse the Services (e.g., spam, malware, infringement, unlawful or harmful content, attempts to bypass security). The Organizer may monitor and remove content or suspend access at its discretion. Links to third-party sites are provided for convenience; we are not responsible for their content or availability.

- 13.1 **Right to Refuse Use.** The Organizers reserve the right to deny or restrict access to the Services (including the Website, application portal, and related platforms) at their discretion, particularly in cases of misuse, non-compliance with these Terms, or conduct that could harm the Prize, the Organizers, or other Participants.
- 13.2 **Removal of Content.** The Organizers reserve the right to refuse or remove images or text posted on the Website.

14. Warranties, Indemnities & Liability

- 14.1 **Your Warranties.** You warrant that: (a) you meet eligibility requirements; (b) your Application is accurate; (c) your works are safe and lawful to exhibit; (d) you hold necessary rights and permissions.
- 14.2 **Indemnity.** You agree to indemnify and hold the Organizer, its Affiliates and/or agents harmless from and against any breach by you of these Terms, and/or any claim or demand brought against the Organizer, its Affiliates and/or its agents by any third party arising out of your use of the Services and/or arising out of any content submitted, posted or transmitted through the Services by you, including without limitation all claims, actions, proceedings, losses, liabilities, damages, costs, expenses (including reasonable legal costs and expenses) howsoever suffered or incurred by them in consequence of your breach of these Terms.
- 14.3 **Disclaimer.** To the fullest extent permitted by applicable law, the Services and Prize are provided "as is" without warranties of any kind. The Organizer does not warrant uninterrupted or error-free operation.
- 14.4 **Damage to Works.** The Organizer will exercise reasonable care; however, except where caused by the Organizer's gross negligence or wilful misconduct, the Organizer shall not be liable for loss, damage or destruction of works. Where liability is established, it shall not exceed the lower of: (i) the insured value accepted by the Organizer's insurer; or (ii) the declared value on the Loan/Entry documentation (or an independent valuation reasonably obtained by the Organizer).
- 14.5 **Aggregate Cap.** For all other claims, the Organizer's total aggregate liability shall not exceed the lesser of €15,000 or the total value actually paid to you under the Prize. Nothing excludes liability for death/personal injury caused by negligence, or for fraud.
- 14.6 **Sales Disclaimer.** The Organizers are not responsible in any way for any artwork sales that the Participant or third parties may engage in.
- 14.7 **Terms Updates.** The Organizers reserve the right to unilaterally update or amend these Terms and Conditions at any time.

15. Right to Refuse, Remove or Cancel

The Organizer may refuse any Application or withdraw a work from Exhibition for reasons at its discretion, including without limitation if, in its reasonable opinion, it risks legal action, safety issues, reputational damage or non-compliance with these Terms. The Organizer may modify, postpone or cancel the Prize or Exhibition due to circumstances beyond its control (force majeure), including but not limited to public health emergencies, venue unavailability, strikes or regulatory changes. In such cases, no compensation is due beyond returning works in custody and honouring any non-refundable commitments expressly assumed by the Organizer in writing.

16. Communications & Notices

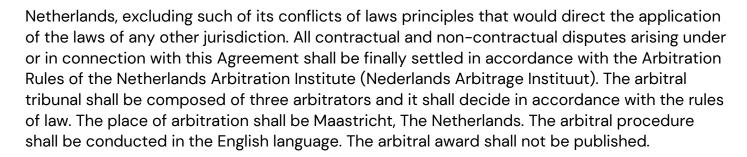
Official communications will be sent to the email address supplied in the Application. It is your responsibility to keep contact details current and to check spam folders. Questions: artofprogress@dsm-firmenich.com.

17. Miscellaneous

- 17.1 **No Partnership.** These Terms do not create a partnership, agency or employment relationship.
- 17.2 **Assignment.** You may not assign your rights in respect of the Application without written consent from the Organizer; the Organizer may assign rights and obligations in respect of the Application to any of its Affiliates or to successors.
- 17.3 **Entire Agreement.** These Terms (and any Award/Loan Agreement signed with Finalists/Winner) comprise the entire agreement regarding the Prize and supersede any prior understandings relating to the same subject.
- 17.4 **No Waiver.** Failure to enforce any term hereof is not a waiver.
- 17.5 **Severability.** If any provision hereof is invalid, the remainder remains in effect and a valid provision nearest in intent shall replace it.
- 17.6 Language. If these Terms are translated, the English version prevails in case of conflict.
- 17.7 **Void Where Prohibited.** Participation is void in jurisdictions where the Prize is restricted or prohibited.

18. Governing Law & Jurisdiction

The construction, validity and performance of this Agreement, as well as any non-contractual obligations arising out of or in connection with it, shall be governed solely by the laws of the



Acknowledgement

By submitting an Application or using the Services, you confirm that you have read, understood and agree to these Terms.

Appendix — Practical Submission Specs (for reference)

- Email subject (if instructed): "Art of Progress Prize [Full Name]".
- **File naming:** Surname_Firstname_AOP_2026.pdf and Surname_Firstname_Image01.jpg, etc.
- Video: Provide streaming links (Vimeo/YouTube) with passwords if needed.
- Large files: Use a single cloud link with viewer access (no expiry < 6 months).