

German Brand Awards 2019

Excellent Brands



1. FOUNDATIONS

The German Brand Awards are presented annually by the German Design Council. The competition is organised by the Rat für Formgebung Service GmbH (German Design Council).

The following General Terms and Conditions form the exclusive contractual basis for participation in the German Brand Awards 2019 (competition) between the German Design Council and the competition registrant. The registrant's Terms and Conditions are not recognised, even if the German Design Council does not expressly object to them in individual cases.

2. PREREQUISITES FOR PARTICIPATION

Competition entries (projects) which have been nominated for the competition by the foundation members of the German Design Council, the German Brand Institute, or the German Design Council, as well as non-nominated competition entries (projects) which can be assigned to at least one of the following categories, may participate in the competition:

Banking & Financial Services • Beauty & Care • Building & Elements • Chemical Industry • Consumer Electronics • Corporate Services • Culture • Education • Entertainment • Fashion • Fast Moving Consumer Goods • Gardening & Tools • Health & Pharmaceuticals • Heating & Bathroom • Industry, Machines & Engineering • Insurance • Interior & Living • Kids & Toys • Kitchen & Household Appliances • Leisure & Crafts • Lighting • Logistics & Infrastructure • Luxury • Media & Publishing • Non-Governmental Organization • Office & Stationery • Public Affairs, City & State • Research & Development • Sports & Outdoor Goods • Sports Associations & Sporting Clubs • Telecommunications & IT • Tourism • Trade Fairs & Event Locations • Trade, Retail & e-Commerce • Transport & Mobility •

In addition, the registrant has the possibility to register a project in up to three of the following additional categories:

Brand Innovation of the Year • Corporate Brand of the Year • Digital Brand of the Year • Employer Brand of the Year • Newcomer Brand of the Year • Product Brand of the Year • Service Brand of the Year • Sustainable Brand of the Year •

Only projects that were launched on the market or made public no more than five years ago are permitted. The registrant must provide suitable proof of this at the German Design Council's request.

The number of registrations is not limited. It is possible to submit projects in several categories at the same time.

3. JUDGING

An independent expert jury will decide the competition winner. The jury is comprised of representatives from science, consulting, services and agencies. Projects should stand out with regard to the following aspects:

Differentiation from the competition • Autonomy and brand typology • Design quality of the brand appearance • Homogeneity of the brand result • Degree of innovation • Continuity • Brand imprint • Sustainability • Price premium • Growth and economic success • Relevance to target groups • Future viability •

The preceding list does not represent a ranking of the criteria and assessments for the jury. The jury's decision will be confirmed in writing. Any legal recourse is excluded.

4. REGISTRATION, SUBMISSION AND INSURANCE OF PROJECTS

4.1 The German Design Council will send registrants a written invitation to take part in the competition. The letter contains a personal password and login for each registrant and, in the case of a nomination, a project ID for each nominated project. All projects can be registered to the competition in the personal login area at <https://mdc.german-design-council.de>. Projects can be registered online following approval of the project details and after reading and confirming the Gene-

ral Terms and Conditions for the competition. Registration is binding and commits the registrant to complete payment of the relevant fees and costs; the registrant's right of withdrawal is excluded; reimbursement of fees and costs is not possible.

In general, the German Design Council reserves the right, after internal examination, not to allow non-nominated projects to participate in the competition. The registrant of a non-nominated project will receive written notification of the outcome of the examination. In the event of negative notification, the legal contract between the registrant and the German Design Council will be cancelled. In this case, the registrant will not be charged the costs and fees for the registration.

With the registration of a nominated project, the registrant is entitled to acquire the nominee package for the fee listed in section 6 of these terms and conditions and to use it immediately. With the registration of a non-nominated project, the registrant is entitled to acquire the nominee package for the corresponding fees, but will only be granted access to the contents of the nominee package after the registered project has been reviewed and a positive notification has been received. The nominee package entitles the registrant to use the „Nominee 2019“ label in connection with the registered project for his corporate communications and to order further marketing services at a charge.

The registrant's details and those of the registered projects will be processed in accordance with the legislator's privacy regulations. The German Design Council assumes no liability for incorrect or erroneous information.

4.2 For the jury meeting, the registrant may submit digital presentations of the projects for the competition. The data can be sent via USB stick, CD/DVD or downloaded from your ftp server or provided via www.wetransfer.com. All projects and packaging must be marked with the provided project ID and these must be clearly visible on delivery. Loss and/or non-consideration of unmarked projects are at the registrant's own expense. The burden of proof for proper labelling lies with the registrant.

4.3 The costs and all risks of transport for the delivery and removal of the registered projects shall be borne exclusively by the registrant. The German Design Council undertakes to inform the registrant immediately of any visible transport damage upon receipt of the projects. For projects delivered from abroad, the registrant must clear all necessary customs procedures at their own expense. The German Design Council accepts no liability for destruction, theft and/or damage for the duration of the projects' submission period. All necessary insurance should be taken out before registering.

4.4 Projects must be delivered in packaging that can be reused for return shipment and is safe for transport. If this is not the case, the German Design Council accepts no liability for any damage caused during return transport.

4.5 The registrant must collect the project by the specified deadline. Whoever comes to collect the project must be able to identify themselves and specify the project ID for the project they wish to collect. Freight forwarders or courier services must present an order from the registrant with the project ID of the project to be collected. If this is not the case, the German Design Council reserves the right not to hand over the project. Projects that have not been collected by the registrant by the deadline specified in the registration documents will subsequently be disposed.

Upon request, size S projects can be sent to the registrant within the EU straight after the jury meeting; for this service, the German Design Council charges 80.00 EUR plus VAT (plus postage and packing) per project. At the registrant's request, the return shipment of size M, L or XL projects or the return to non-EU countries can be carried out by a forwarding agency commissioned by the German Design Council by way of an individual shipping offer with costs. Orders for individual delivery must reach the forwarding agent before the jury meeting. If no individual delivery is requested, the periods stated in the registration documents shall apply.

Following self-assembly, the registrant must take any packaging material with them. It is possible to store this temporarily at the Frankfurt Exhibition Centre until disassembly. A flat fee of 30.00 EUR per cubic metre will be charged to the regist-

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rant.

4.6 If the German Design Council is commissioned to assemble projects supplied in a disassembled state, the German Design Council assumes liability in accordance with the following regulation. The registrant undertakes to provide appropriate installation instructions in German or English. The same applies to the disassembly of the project for return transport. Liability for loss of or damage to the projects is excluded, unless the German Design Council, its legal representatives or vicarious agents are charged with intent or gross negligence; the German Design Council's liability for negligent conduct is limited to a maximum value of 1,500.00 EUR, irrespective of the number of projects submitted by the same registrant.

4.7 The German Design Council recommends that the registrant take out all necessary insurance.

5. PREVENTION OF ACCIDENTS

If projects are usable or are exhibited or demonstrated in an operative state, they must comply with the statutory and trade association regulations in Germany, in particular the accident prevention regulations, and must be provided with the safeguards prescribed by law in Germany. The registrant is solely liable for any damage caused by installed objects. The registrant must also indemnify the German Design Council without limitation against any claims for damages by third parties.

6. FEES/COSTS

6.1 Fees/Costs at registration

Fees at registration

Competition registration per project*	495.00 EUR
Competition registration per project* by 18.01.2019	449.00 EUR
Optional Nominee Package**	1,950.00 EUR

*If a project is registered in several categories, the fee must be paid only once at the time of registration.

** For registrations of non-nominated projects only accessible after successful examination of the registered project.

6.2 Payment

The registrant will receive an invoice for these fees and costs upon registration. Companies from third countries (outside the EU and EFTA) are obliged to provide a company certificate. All prices are per registered project plus the applicable statutory value added tax. If the German Design Council does not receive payment on time, it reserves the right not to present the registered project to the jury. For registrations after 15 February 2019 a late booking fee in the amount of 140.00 EUR is payable in addition to the registration fee (plus VAT).

6.3 Service fees/Costs for winners

Service fees for winners

Special Mention*	3,350.00 EUR
Winner**	3,650.00 EUR

Gold***	4,650.00 EUR
Best of Best****	6,650.00 EUR

The award entitles the winner to unlimited use of the Special Mention, Winner, Gold and Best of Best labels for a period of three years from the date of award.

* Includes catalogue entry (1 page) as well as entry in the gallery

** Includes catalogue entry (1 page) as well as entry in the gallery

*** Includes catalogue entry (2 pages) as well as entry in the gallery

**** Includes catalogue entry (2 pages) as well as entry in the gallery

6.4 Payment

The registrant will receive an invoice for these service fees and costs for winners. All prices are per award plus the applicable statutory value added tax. Companies from third countries (outside the EU and EFTA) are obliged to provide a company certificate. Selection/non-use of the services in case of an award is excluded. The payment of the service fees/costs for winners must have been made in full at the time of the award ceremony. The award will not be given if the service fees/costs for winners have not been received by the German Design Council in full and on time. The German Design Council is entitled to assert additional claims for damages if the relevant service fees/costs for winners have not been received in due time.

Even if the project is not submitted in original, digital or chart form, the German Design Council reserves the right to present this project to the jury with the images submitted in the online registration. In this case, this project can also be awarded accordingly, with all associated costs and fees.

Companies that are not in a position to bear the service fees/costs incurred for winners for economic reasons may apply for a waiver of these costs in justified cases. The fees/costs at the time of registration are not affected by this cost exemption. The application must be submitted in due time. The application form is available for download in the personal login area.

7. PUBLICATIONS

7.1 To document the competition, a publication of the winners is published in the catalogue as well as in the online galler. The registrant undertakes to make the project available again for the exhibition upon request. In this case, the same conditions as those listed under sections 4 and 5 apply to delivery and collection as well as to liability and insurance.

The German Design Council is responsible for the design of the exhibition and the placement of the projects within the exhibition. Due to the limited space available at the exhibition, only one copy per award-winning project can be integrated into the exhibition.

7.2 If the service fees/costs for winners (specified under point 6.3) are not paid within the payment period, no claim exists for entry in the catalogue. The graphic appearance of this website corresponds to the overall layout of the catalogue and is designed by the German Design Council according to the picture and text templates of the registrants. The registrant has no entitlement to influence the design and arrangement of the booked page.

7.3 The German Design Council is only liable to the extent specified in point 4.6 for intentional or grossly negligent design errors. In the event that the printing of the entry is partly or totally illegible or incomplete, the registrant has the right to a price reduction to the extent the purpose of the entry was impaired or to a flawless replacement entry. A refund of service fees/costs for winners is not possible.

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7.4 Text and/or image material that does not reach the German Design Council on time cannot be considered despite given confirmation. In this case, however, the service fees/costs for winners will be invoiced to the registrant. The German Design Council reserves the right to refuse entry orders on the basis of uniform, objectively justified principles due to their technical form or origin; the same applies if the content violates laws or official regulations or if publication is unreasonable for the German Design Council. If the registrant is responsible for the refusal, the costs incurred up to that point must be reimbursed to the German Design Council. Any claims for damages are excluded; in all other cases, the German Design Council is liable in accordance with the provisions of Point 4.6. The registrant of the winning project will receive a free copy of the catalogue (per registrant).

8. INDUSTRIAL PROPERTY RIGHTS

8.1 Projects that violate an industrial property right (trademark, brand name, utility model, patent or similar) are excluded from participation. Each registrant must inform the German Design Council whether any legal proceedings (competition, patent, trademark or copyright disputes in connection with the registered project) are pending with regard to the registered project. Only the registrant is liable for damages, in particular for claims by third parties arising from the violation of these Conditions; the registrant shall also indemnify the German Design Council against all claims upon first request.

8.2 The copyrights to the projects submitted to the competition (photos, videos and texts) remain with the respective registrant at all times. The registrant grants the German Design Council the rights of use and publication for the competition and the associated services. In particular, the registrant must ensure that the corresponding rights of use (e.g. of photographs) exists. The registrant is not entitled to a usage fee.

8.3 Photographs and video material taken on behalf of the German Design Council at events shall be used by the German Design Council exclusively for documentation, reporting and advertising purposes. By registering, the registrant agrees to this use. This consent can be revoked informally at any time (e.g. by email to the address presse@german-design-council.de or in writing to the German Design Council).

9. GERMAN DESIGN COUNCIL'S LIABILITY

Should it not be possible to publish the catalogue or the online gallery in full or on time due to force majeure, the registrant derives no claims from this. In all other cases, German Design Council is liable in accordance with the provisions under Point 4.6.

10. SEVERABILITY CLAUSE

Should individual provisions of these General Terms and Conditions be invalid or unenforceable or become invalid or unenforceable after conclusion of the contract, this shall not affect the validity of the remainder of the contract. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision whose effects come closest to the economic objective pursued by the contracting parties with the invalid or unenforceable provision. The above provisions shall apply accordingly in the event that the contract proves to be incomplete.

11. ACKNOWLEDGEMENT, PLACE OF JURISDICTION

At the time of registration specified under Point 4 above, the registrant confirms that they have read and understood these Terms and Conditions. Acknowledgement of these Terms and Conditions is documented by the successful confirmation of registration at the latest. The competition conducted on the basis of these Terms and Conditions is not intended for consumers. The registrant hereby agrees that their project will be entered into the competition.

The place of performance and jurisdiction for the contract is Frankfurt am Main. In business transactions with merchants, legal entities under public law or special funds under public law, the place of jurisdiction for legal actions is Frankfurt am Main.

12. ORGANISATION

Branch office of the competition and contact for queries:

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