



Terms and Conditions

of the Design Zentrum Nordrhein Westfalen e. V. and Red Dot GmbH & Co. KG concerning the competition "Red Dot Award: Communication Design"

Section 1 General / Scope / Conclusion of Contract

1. The following Terms & Conditions shall apply to all transactions and legal obligations between Design Zentrum Nordrhein Westfalen e. V. and Red Dot GmbH & Co. KG (collectively the "Organiser") and all entrants and participants (the "Participant(s)") in the Red Dot Award: Communication Design competition. Terms or conditions that conflict with or deviate from these Terms & Conditions shall not apply unless the Organiser has expressly agreed to them.

2. With his or her online registration, the Participant confirms to have fulfilled the participation requirements pursuant to Section 1.1 of the Conditions for Participation and Description of Services "Red Dot Award: Communication Design."

3. The mutual obligations of the parties shall be as set out in the separate Description of Services for the Red Dot Award: Communication Design competition as well as the corresponding price list and the Red Dot 21 design portal.

In the case that a project submitted by a Participant receives an award, the Participant is obliged to book further services, at a fee, namely the Winner Package (see also Section 4.II. of the Conditions for Participation and Description of Services "Red Dot Award: Communication Design.")

4. The contract is entered into with the Organiser as follows: by filling out and completing the online booking, the Participant has placed a binding order. The acceptance of the order by the Organiser shall be made by sending a booking / order confirmation by e-mail to the e-mail address specified by the Participant as the personal contact address in the booking.

5. By signing the contract, the Participant agrees to have his/her submitted project(s) presented, free of charge, in the Red Dot 21 design portal (www.red-dot-21.com) starting with 1 October of the competition year. The presentation ends automatically after 15 months. The general terms and conditions and price list of Red Dot 21 apply (see www.red-dot-21.com, "General Terms and Conditions" and "Memberships and Prices"). However, a listing or publication can only be ensured if the Participant submitted (uploaded) sufficient image and text material with the application for the competition; otherwise, the right to be presented becomes invalid.

Section 2 Prices / Address Changes / Terms of Payment / Invoice Recipient

1. The prices indicated on the price list are binding. In the event of a tacit extension of a term, the prices that are on the price list at the beginning of that extension shall be the prices in effect from that time on.

2. The amount of the registration fee depends on the date on which the registration was completed. The date of registration in the "My Red Dot" online portal is not relevant for determining the registration fee.

3. In the case that the Participant requests, subsequent to his/her registration, that a modification be made to an address that he/she submitted with the registration, or should such a modification become necessary, then the Organiser reserves the right to charge a processing fee of 30.00 euros plus German VAT.

4. Payment is due immediately upon receipt of invoice. Invoices are sent by e-mail to the e-mail provided by the Participant in his/her registration. Delivery by regular mail can only be done upon the special request of the Participant. The Participant shall be deemed in default on failure to settle payments due within ten days of receipt of an invoice or equivalent demand for payment. The Organiser reserves the right to declare the Participant in default sooner after payment has become due by issuing a reminder at an earlier point in time. Irrespective of the foregoing two sentences, the participant shall be deemed in default if it has been agreed that the payment be made by a specific date and the participant has failed to do so at the latest by that date.

In the event of a delay in payment, the presentation of the project for judging cannot be guaranteed.

5. The Participant can only set off claims that are undisputed or legally valid, and can only assert a right of lien on the basis of such claims.

6. If the Participant requests that the invoice be sent to someone other than him/herself, the Participant thereby confirms that this invoice recipient agrees therewith and that this is unobjectionable for tax purposes and that it has been or will be openly declared to the respective tax authorities of the Participant and the invoice recipient. Moreover, even when using a different billing address, the Participant remains the contractual partner of the Organiser and therewith the person who is ultimately legally responsible for paying any and all amounts to the Organiser. This means that the Organiser has the right to settle an account with the Participant even if the latter indicated a different invoice recipient.

Section 3 Term / Termination / Cancellation

1. The legal relationship concerning the presentation of the projects in the winners' exhibition in Berlin and in the exhibitions of Red Dot on Tour (hereinafter collectively referred to as "winners' exhibitions"), in the online presentation, in the Red Dot App and on Red Dot 21 are limited to a specific duration. Those terms are indicated in the respective Description of Services or Terms and Conditions of the Red Dot 21 design portal.

2. The Organiser is entitled to terminate these legal relationships for good cause. Such a cause exists in particular if the Participant is in arrears with the payment of an amount exceeding one-sixth (1/6) of the annual fee, despite having received a reminder.

3. Right of cancellation for consumers

Consumers (within the meaning of Section 13, German Civil Code) have the following recourse:

Terms of Cancellation

Right of cancellation

The Participant may cancel the agreement for participation in the Red Dot Award: Communication Design 2017 without having to provide any reason. The deadline for announcing the cancellation is 14 days after conclusion of the agreement. In order to exercise his/her right to cancel, the Participant must inform the Organiser:

Design Zentrum Nordrhein Westfalen e. V., Red Dot Award: Communication Design, Gelsenkirchener Straße 181, 45309 Essen, Germany, e-mail: cd@red-dot.de, fax: +49 201 30104-40.

Of his/her decision to cancel the agreement in unequivocal terms in writing, to be sent by regular mail, fax or e-mail. For this, the Participant may, but is not obligated to, use the template form provided below (Section 3.4). To remain within the prescribed cancellation deadline, it suffices that the Participant sends out the notice prior to the end of the deadline.

Repercussions of the cancellation

If a Participant cancels this agreement, the Organiser must reimburse to him/her all payments which it has received from the Participant, promptly and at the latest within 14 days after the day on which it received the notice of cancellation. To proceed with the reimbursement, the Organiser shall use the same mode of payment which the Participant used in the initial payment transaction, unless something else has been explicitly agreed upon. However, the Participant shall under no circumstance with charged fees for the reimbursement of these sums.

End of Terms of Cancellation

4. Template – Cancellation form for consumers

Participants wishing to cancel the agreement may fill out this form, cut it out and send it to the Organiser.

To

Design Zentrum Nordrhein Westfalen e. V., Red Dot Award: Communication Design, Gelsenkirchener Straße 181, 45309 Essen, Germany, e-mail: cd@red-dot.de, fax: +49 201 30104-40.

I/we herewith cancel the agreement which I/we concluded about the participation in the Red Dot Award: Communication Design 2017,

Registered online on _____

Name and address of the consumer / Participant:

Date:

Signature:

Section 4 Warranty

1. The Organiser shall be free to determine the nature and scope of the presentation of the projects for the adjudication, in the winners' exhibitions, the yearbook, Red Dot Online, the Red Dot App and the Red Dot 21 design portal. For the purposes of the project presentation during the adjudication and in the winners' exhibitions, Design Zentrum Nordrhein Westfalen e. V. reserves the right to remove any frames or display materials delivered with the submission and to store them and, if need be, dispose of them.
2. The Participant shall be expected to verify the presentation without delay upon its initial public presentation and to report any defects immediately. In the case of obvious defects, the obligation to report begins with the moment the presentation is made public; for latent defects, with their discovery. If the Participant does not report a notice of defect, the presentation shall be considered to have been approved as flawless.
3. In the case of defects in the presentation in the winners' exhibitions, Red Dot Online and the Red Dot App, the Organiser shall remedy these as best as possible, whereby defects in the presentation on Red Dot 21 may be modified by the Participant independently.
4. In the case of defects in the yearbook, and in the event that the Participant would like to make a change request after her or his entry has been officially submitted and approved, the Participant is not entitled to demand that the yearbook not be printed or that a correction slip be included. This is due to the related costs as well as to the release procedure pursuant to Section 4.II.5 of the Terms and Conditions and Description of Services of "Red Dot Award: Communication Design".)
5. Any warranty claims expire 12 months from the statutory begin of the warranty. This does not apply in cases where the law, pursuant to Section 438.1.2 (Buildings and objects used for buildings), Section 438.3 (fraudulent concealment), Section 479.1 (right of recourse) and Section 634a.1.2 (building defects) of the German Civil Code prescribe longer periods. Nor does it apply to the event of gross negligence or wilful intent, to injury to loss of life, limb or health, to the acceptance of a warranty, or to the violation of essential contractual obligations. In those cases, the statutory warranty periods apply.

Section 5 Intellectual and property rights / Infringements / Contact Penalty

1. By registering for the competition, the Participant explicitly assures that the entered project neither infringes any rights of third parties nor offends against good morals.
2. Upon registration as well as in the course of the competition, each Participant shall inform the Organiser about whether a third party claims a right with regard to the to be registered or registered project, be it through an inquiry letter, warning letter, legal action or similar proceedings.
3. In the case that such claims by a third party (see Section 5.2) existed at the time of registration, the Organiser shall not be obliged to publish a Red Dot Design Award in the yearbook, in the museum, in the App, on Red Dot online or on Red Dot 21 to use it for promotional purposes until said claims have been settled in court. The Applicant shall likewise not be authorised to use the award for promotional purposes or to announce having won it until the final court settlement.
4. For each case of a violation of Section 5.1, in particular the submission of plagiarised content, the Participant shall be obligated to pay the Organiser a penalty in the amount of 30,000 euros net plus German VAT. This obligation does not apply if the Participant is not responsible for the violation. The right to claim for further damages (especially pursuant to the following paragraph) is not affected by the enforcement and payment of this penalty.
5. The Participant shall indemnify the Organiser against all claims from third parties arising due to alleged or actual infringements in connection with the registered project. Here, the Participant shall also cover the costs of the required legal defence of the Organiser, including all court and lawyer's fees at the statutory rate. This obligation does not apply if the Participant is not responsible for the infringement in question. Moreover, in case of a claim by a third party, the Participant shall also be

obliged to place at the Organiser's disposal promptly, accurately and completely all information that is necessary for the verification of the claims asserted and for a corresponding legal defence.

6. If claims of third parties are made with regard to a project that has been registered and possibly awarded in the Red Dot Design Award (judicially or extrajudicially), the Organiser shall be entitled to give the Participant an adequate time limit within which the claims asserted by the third party have to be clarified. During this period, the Organiser shall be entitled to temporarily suspend the publication of the award in all media. If clarification is not provided upon expiry of the period, the Organiser shall be entitled to permanently refuse publication. In that case, however, the Organiser shall be obliged to reimburse the Participant for the portion of the participation fees that were allocable to the publication and that have already been paid, minus any already provided services.

7. The Participant grants the Organiser the non-exclusive right to use all copyrights and ancillary copyrights with regard to all submitted and provided contributions (photos, texts, illustrations, movie files etc.) free of charge, throughout the universe in perpetuity, in any and all media now known or hereafter devised, the Organiser not being obligated to specify the authors of the contributions by name. This right of use applies to all types of applications and not only in connection with the Red Dot Design Award (there, however, including the publication in print media, on the Internet, and on data storage media [CD, CD-ROM, DVD, etc.] as well as in advertisements related thereto) but also in connection with further exhibition and book projects, the Red Dot 21 design portal as well as for PR purposes of the Organiser.

8. At the request of the press or other comparable institutions, the Organiser shall be entitled to pass on to them the contributions made available, for the purpose of reporting on the Red Dot Design Award or the registered and possibly awarded project.

9. Should the Participant be explicitly against the publication of his/her submitted project(s) in the Red Dot 21 design portal or the distribution of image and text material to the press as specified in the foregoing paragraph, he/she must inform the Organiser in writing upon completing the application. The arrival time of that notice, which can only be sent by email to presse@red-dot.de, at the press office of the Design Zentrum Nordrhein Westfalen e. V., shall govern. Otherwise the attached general data protection declaration applies, which is available and accessible at all times at www.red-dot.de/cd/en "Publication information".

Section 6 Transport / Storage / Transfer of Title

1. The projects / exhibits shall travel at the risk and cost of the Participant. Participants are advised to conclude a transport insurance for their contributions.

2. The awarded projects will be stored until the beginning of the winners' exhibition, to be subsequently presented by the Organiser in the following winners' exhibitions.

3. The return shipment of projects shall only be effected upon the explicit request, made in due time during the application process, of the Participant. Projects for which a return shipment was not requested during the application process or with outstanding payment shall not be returned. The fee is stated in the price list, which is attached to these Terms & Conditions. This fee includes the insurance for the exhibit during shipping, insofar as the insurable value of the exhibit was indicated on the application. If the insurable value of the exhibit was not specified, the exhibit shall not be insured.

4. The return shipment of not awarded projects takes place at the earliest at the end of July of the year of the competition. Award-winning projects shall not be returned until after termination of the winners' exhibitions.

5. The Participant shall indicate the correct and complete address for the return of the exhibit(s) for which he/she is requesting a return. Should the recipient address of the Participant change over the course of the competition, the Participant shall inform the Organiser of this change without delay. If the Organiser is not informed of this change, and if this results in a failed delivery of a return shipment, the Participant shall be charged a second time with the above-mentioned fee for the return shipment. The Organiser shall not be obliged to reuse the corresponding packaging of the exhibits delivered.

6. The Organiser reserves the right to not effect the return shipment if the overall shipping costs, be it due to the size and weight of the exhibit or to customs duties, would be excessively high and disproportionate to the return shipping fee. In such a case, return shipping can be arranged, but only against advance payment of the costs and fees that this shipment would actually incur. Alternatively, the Participant may collect the exhibit at his/her own expense, within a reasonable delay and no later than three weeks after having been notified by Design Zentrum Nordrhein Westfalen e. V.

7. The ownership of all projects for which a return shipment was not requested upon application shall be transferred automatically to the Organiser—regardless of whether it received an award or not. The Organiser has the right to sell these projects for charitable purposes or to dispose of them.

Section 7 Liability / Limitation of Claims

1. The liability of the Organiser and its executive managers, representatives or agents shall be excluded irrespective of the legal grounds. This shall not apply in the case of wilful intent and gross negligence or injury to life, limb or health or culpable violation of essential contractual obligations. In the event of a slightly negligent breach of contract, the liability of the Organiser and its executive management, representatives or agents shall be limited to typical and foreseeable damages.

2. The Organiser shall not assume custodial care of the submitted projects—with the exception of liability as per Section 7.1—and therefore recommends that the Participant conclude a transport and exhibition insurance to insure himself/herself against any possible damaging, destruction, loss or theft in the course of the transport, the adjudication or during the exhibition. The Organiser is not obligated to reuse packaging submitted with the delivered projects. Projects that are submitted for adjudication or that are presented in the winners' exhibitions are subject to the usual traces of use and wear that result from jury members touching or using the projects. Here as well the Organiser has no liability.

3. Any claims made against the Organiser must be made in writing. They shall become time-barred within three (3) months, calculated from the time of the return shipment. This does not apply in the case of gross negligence or wilful intent, the case of injury to life, limb or health, the assignment of a warranty, or a breach of essential contractual obligations. In those cases, the statutory limitation periods apply.

Section 8 Concluding Provisions

1. The place of performance is Essen.

2. The exclusive place of jurisdiction is Essen. The Organiser is also entitled to pursue claims against the Participant before the Participant's place of general jurisdiction.

3. The legal relationships between the Participant and the Organiser shall be governed exclusively by German law, with the exception of the United Nations Convention on Contracts for the International Sale of Goods and the conflict of law rules of private international law, particularly the Rome I Regulation.

4. Should any of the above provisions be ineffective in whole or in part, all other provisions shall remain effective.

Status: February 2017

Terms and Conditions of the „Red Dot Award: Communication Design“

Preamble

The Red Dot Award: Communication Design competition is the continuation of the "Deutscher Preis für Kommunikationsdesign" (German award for communication design). The design competition comprises the following stages: admission (conditions for participation), adjudication, award procedure and consequences of the award (Winner Package, see Section 4.II.).

Participants whose project(s) win an award are obligated to book the Winner Package (see Section 4.II). Depending on the stage of the competition, the services set out below will be provided subject to the conditions described hereinafter. In addition, the General Terms and Conditions of Design Zentrum Nordrhein Westfalen e. V. and of Red Dot GmbH & Co. KG (collectively referred to as the "Organiser") shall apply concerning the Red Dot Award: Communication Design competition.

Section 1 Conditions for Participation

1. The competition "Red Dot Award: Communication Design 2017" is open to designers, agencies, design companies and clients of projects from the entire spectrum of communication design that were realised and published by 1 July of the year of the competition and no more than three (3) years previously.

2. For participation in the Red Dot: Junior Award, the following conditions must be met and proven by the Participant. The Participant must be

- a) a university student or apprentice / trainee (copy of apprenticeship / student ID), OR
- b) an emerging designer who has worked for no more than 24 months after completing his/her program of study (copy of university degree or diploma of completed apprenticeship programme).

Furthermore, the applicant must also be the originator of the submitted project(s).

3. Participants may enter as many projects as they wish. One work may consist of up to eight (8) separate objects/pieces. One and the same work can be entered in up to four (4) different categories. Entering one and the same project in several sub-categories of one and the same category is not permitted. By contrast, the registration in another category is possible, yet shall be considered as an independent submission. This means that a separate registration for the competition is required, including a separate submission of the actual project or a representation thereof in digital format. In the case that the Organiser does not receive projects / representations for all registrations, it shall be entitled to create or otherwise obtain the missing copies, at the expense of the Participant. In the case of print works or three-dimensional projects, the Organiser shall be entitled to exclude from the competition registrations for which no actual project was submitted.

4. Projects that have already been adjudicated in a previous Red Dot Award: Communication Design are excluded from participation.

5. Only applications submitted on time and in due form are entered into the competition. Image and text materials submitted by the Participant shall not be returned to the Participant.

6. A further condition for participation in the competition is prompt payment of the entry fee. The amount of the entry fee can be found in the price list, which can be found online as well as attached, and which must be viewed prior to concluding the registration.

7. The Participant shall also commit to submit, for the purposes of an optimal presentation at the adjudication, for each registered project a project description (in English) of at least 500 characters (incl. spaces) as well as at least one and at most six print-ready images.

8. By participating in the Red Dot Award: Communication Design, the Participant agrees to the inclusion of his/her competition results in rankings created by the Organiser and to the publication of those rankings. The rankings are based on the results presented in the yearbooks that Red Dot GmbH & Co. KG publishes for the competitions (see, also Section 4.II. 5.). The Organiser is entitled to modify, at any time

and at its discretion, the registration period for the registered awards, the classification of the categories and the calculation method. The registration period, categorisation and method of calculation shall be published on the Internet by the Organiser together with the announcement of the rankings.

Section 2 Adjudication

1. The Organiser undertakes to submit all applications which comply with the conditions for participation as set out in Section 1 to the jury. In addition, the Organiser shall decide on the optimal form of the presentation of the project(s) for the adjudication.
2. The Organiser shall reserve the right to reassign a project submitted in a specific category to another category or a subcategory (before and during the adjudication) or to group several submissions into one submission if this was to be an advantage for the entry.
3. The jury, which is composed of independent experts selected by the Organiser, decides in camera on the conferment of a design award on the basis of the application and the projects submitted.
4. All entrants admitted to the competition are advised of the results of the adjudication. The jury is not obliged to justify its decisions.
5. The decision of the jury shall be legally valid; any recourse to legal action is excluded

Section 3 Awards / Use of label / Fine for breach of contract

1. All projects that were permitted into the adjudication may receive the distinctions "Red Dot", "Red Dot: Best of the Best" or "Red Dot: Grand Prix"; with the exception of projects submitted for participation in the Red Dot: Junior Award, which may receive the "Red Dot: Junior Prize" only.
2. The award winner may not communicate his/her award (even without the use of the Red Dot winner label, see the following subsection) to third parties until after the Organiser has publicly announced the award winners. The Organiser shall notify the award winners individually of the date of that announcement. The publication of the results notification by the Participant / award winner is not permitted.
3. With the award, the award winner acquires the right to communicate the Red Dot award (subject to Section 3.2). However, he/she is not entitled to use the Red Dot winner label. For that, the award winner must purchase the Winner Package, for a fee, which includes rights to the use of the label and the presentation of the project in the yearbook, on Red Dot Online, in the Red Dot App and the winners' exhibitions. With payment of the fee, the award winner acquires the right to use the Red Dot winner label as prescribed in Section 3.3. The current price list is published online and is also enclosed.
4. For each case in which the award winner divulges the distinction toward third parties too early (pursuant to Section 3.2) or uses the Red Dot winner label without the prior acquisition of rights described above, he/she shall be obligated to pay a contractual penalty to Red Dot GmbH & Co. KG over the amount of 30,000.00 euros plus German VAT for each singular act, waiving the defence of continuation of offence. This shall also apply to all uses that violate the permitted scope and manner of use of the Red Dot winner label as specified in Section 3.4. In case of continuous violation, each period of 14 days is considered as one single act of violation. In both cases, the obligation to pay the contractual penalty does not exist if the Participant cannot be made responsible for the violated use. The enforcement of the contractual penalty shall not affect the right to claim further damages by Red Dot GmbH & Co. KG. In this case, however, the amount of the contractual penalty will be deducted from any possible further damage claim.
5. After acquiring the rights to use the Red Dot winner label in accordance with paragraph 3, and upon being permitted to communicate the award in accordance with paragraph 2, winners may use the Red Dot winner label—exclusively—to promote the actually awarded work.
6. After full payment of the Winner Package, the usage of the Red Dot winner label may also be granted to other persons or companies who were involved in the production of the submitted project, provided

the applicant did not explicitly and in writing inform Red Dot GmbH & Co. KG of his/her objection to such use. In the latter case, Red Dot GmbH & Co. KG shall notify these persons or companies and prohibit them from using the label.

Section 4 Legal implications of the award

On conferment of an award in the Red Dot Award: Communication Design competition, a contract with the following contents comes into effect between the award winner and the Organiser.

I. Contractual partner

Design Zentrum Nordrhein Westfalen e. V. is the Winner's contractual partner for all services concerning the competition, the exhibition and public relations. For services concerning the use of the Red Dot winner label and the presentation in the yearbook, on Red Dot Online, the Red Dot App and Red Dot 21, the Winner's contractual partner is Red Dot GmbH & Co. KG. For services concerning communication materials that can be ordered (stickers, display stands), the Winner's contractual partner is the Red Dot Design Store GmbH.

The participation in the exhibition and online presentation and the inclusion in the Red Dot App shall begin with the date on which the award is issued (Red Dot Gala). It is only starting with this day that the winning projects may be published in the winners' exhibitions, the online presentation and the Red Dot App.

II. The Winner Package – Full Package

The so-called Winner Package is a service package that allows for the use of the Red Dot winner label and that includes two winner certificates, the Red Dot Trophy (for Red Dot: Best of the Best, Red Dot: Grand Prix, Red Dot: Junior Prize), press services, the presentation of the awarded project in the winners' exhibition in Berlin and possibly other venues, an entry in the "International Yearbook Communication Design 2017/2018", in the online presentation, and in the Red Dot App, a user account ("Membership for Winners") for the Red Dot 21 design portal, as well as the availability of communication materials. In the case that the Participant wins an award, he/she is contractually obligated to book and purchase the full Winner Package. The Winner Package will be invoiced in one lump sum. The invoice for the Winner Package will be issued solely by Red Dot GmbH & Co. KG regardless of the Participant's respective contract partner and will be sent to the award winner by e-mail along with the booking confirmation.

Design Zentrum Nordrhein Westfalen e. V. and Red Dot GmbH & Co. reserve the right to reassign a project that has won an award in a specific category to another category for the presentation in the yearbook, Red Dot Online, the Red Dot App and Red Dot 21 if this is of an advantage for the project.

1. Red Dot winner label

Red Dot GmbH & Co. KG shall provide the award winner with information explaining Participants' option of using the Red Dot winner label for their awarded project(s). This information is available in the form of a data package as well as as part of the Design Manual (in which the permissible use of the logo is specified), both of which are available for download at the My Red Dot online portal for the duration of the contract. The Winner Package comprises the worldwide use of the Red Dot winner label for the award-winning project.

The use of the winner label by the Participant shall be permitted only when the corresponding fee has been paid. Without payment of the fee, the Participant shall have no right of use with regard to the winner label.

2. Winner certificates

Design Zentrum Nordrhein Westfalen e. V. commits to issue one award certificate for the designer and one for the Participant, each certificate each documenting the award, provided payment of the Winner Package fee has been made.

The conferment may take place at the Red Dot Gala / Designers' Night or by regular mail. The Participant shall be obligated to indicate his/her correct and complete address. Should the recipient address of the Participant change over the course of the competition, the Participant shall inform the Organiser of this change without delay. If the Organiser is not informed of this change, and if this results in a failed delivery of the award certificates, the Participant shall be charged the postal fee for a second delivery as well as any costs for reproducing the certificates.

3. PR & press services

The press services ensures that all the awarded projects and award winners are announced and presented to the media (press, radio and television). Furthermore, the award winners shall receive press releases on the competition results that are tailored specifically to them and which they can use for their own dissemination purposes. Moreover, press tours may be organised to showcase the award-winning projects at the occasion of the opening of the winners' exhibition and other Red Dot exhibitions.

4. Exhibition of the awarded projects

Design Zentrum Nordrhein Westfalen e. V. is obligated to present the award-winning project in the winners' exhibition on the evening of the award ceremony (Red Dot Gala) in Berlin. Furthermore, the Organiser shall reserve the right to present the award-winning projects in Red Dot Design museums and at other exhibitions throughout the world (including in museums with which a cooperation is in place) in the context of Red Dot on Tour. The Organiser shall decide on the exhibition design of all exhibitions, including the way in which individual projects are exhibited. The Organiser likewise reserves the right to remove any frames or display materials that may have been submitted with the project. The Organiser's choice of location and curatorial assistance for these exhibitions is part of the booked Winner Package and cannot be objected to by the Participant.

The award winner is obliged to make available the projects and documents required for a presentation as detailed in the online registration for the duration of the presentation. In the event that the documents necessary for publication are not received in time, the Organiser shall be entitled to publish the materials submitted for the use of the jury (images, text and movie files) without the express permission of the Participant. In the event that material is not made available in the requisite form, quantity or quality, the Organiser shall be entitled to acquire the materials at the expense of the Participant or to refuse presentation. The costs incurred for such preparatory measures shall be reimbursed by the Participant to the Organiser upon request.

5. Yearbook, online presentation and Red Dot App

Red Dot GmbH & Co. KG undertakes to provide the following services: it presents the award-winning project in the International Yearbook Communication Design for the year of the award. Furthermore, the award-winning project will be presented in the online presentation and in the Red Dot App (App Store and Google Play Store). In addition, each award winner (contractual partner from the registration) shall receive a user account ("Membership for Winners") for the design portal Red Dot 21.

The fee for booking a page in the yearbook shall cover the editing, translation, proofreading, layout, the prepress stage and colour adjustment. In addition, the award winner shall receive one complimentary copy of the yearbook for each award-winning project that is featured in the yearbook.

With the booking of and payment for the Winner Package, the award winner has not acquired the right to determine the design or wording of the entry in the yearbook or online. Rather, Red Dot GmbH & Co. KG will provide independent editorial work, reserving the basic right to change all texts submitted as part of the registration and to adjust them for final publication in the yearbook, the online presentation and the Red Dot App. Commercial advertising of projects is not permitted under any circumstance.

Unless the parties agreed to a larger presentation, a specified minimum size shall apply. The minimum size shall be one page in the yearbook, whereby digital projects shall in addition be presented in the Multimedia Special, which is a digital extension of the yearbook. Winners of the distinction "Red Dot: Best of the Best", "Red Dot: Grand Prix" or "Red Dot: Junior Prize" shall be featured on a double-page spread in the yearbook. Moreover, each winner of a "Red Dot: Best of the Best", "Red Dot: Grand Prix" or

"Red Dot: Junior Prize" award shall also be featured with an individual designer portrait in the yearbook. Finally, the Red Dot: Brand of the Year shall be covered on 4 to 6 pages of the yearbook, and the Red Dot: Agency of the Year on 6 to 10 pages, in a separate chapter. The design of the award winner's presentation and that of the award-winning project are at the discretion of the Participant's contractual partner, which may be either Design Zentrum Nordrhein Westfalen e. V. or Red Dot GmbH & Co. KG. The award-winning projects shall be labelled on the basis of the information entered in the My Red Dot portal with the online registration.

In the case that a Participant fails to submit printable digitized images (in EPS or TIF format) or a written description of a project, the Organiser reserves the right to have a photograph of the awarded project taken, and / or a description the project written, at the expense of the Participant, and to use that image / text for the publication in the yearbook. The cost for a written description may amount to as much as 300.00 euros plus German VAT, and that of a professional photo as much as 3,000.00 euros plus German VAT for each registration. In the event that material is not made available in the requisite form, quantity or quality, the Organiser shall be entitled to refuse presentation.

The presentation in the yearbook will undergo one round of content verification, to be approved and released by the Participant in writing through the My Red Dot portal. This content verification, although only one, is included in the price of the Winner Package. Every subsequent correction shall incur a fee, with the exception of cases where a submitted and justified correction was proven to be improperly implemented by the Organiser. Red Dot GmbH & Co. KG gives the Participant two (2) working days after receiving the draft of the first round of content verification to approve the content or to notify Red Dot GmbH & Co. KG in writing of any changes to be made. If Red Dot GmbH & Co. KG does not receive any response from the award winner within the specified period, the presentation shall be published as presented to the winner in this first draft.

Red Dot GmbH & Co. KG reserves the right to publish the yearbook in several volumes.

The Participant shall be obligated to indicate his/her correct and complete address on the My Red Dot online portal. Should the recipient address of the Participant change over the course of the competition, the Participant shall inform Red Dot GmbH & Co. KG of this change without delay. If Red Dot GmbH & Co. KG is not informed of this change, and if this results in a failed delivery of the complimentary copy, the Participant shall be charged with the additional costs incurred for a second delivery.

The yearbook data are regarded as master data for all further communication materials (certificates, etc.), labelling (in the exhibitions, on the Red Dot Trophy) and publications of the project (e.g., in the online presentation or the Red Dot App). Subsequent changes to the communication materials can only be made for a fee.

The presentation of the awarded project in the online presentation and in the Red Dot App shall remain posted for at least one year from the publication date.

6. Red Dot 21 design portal

Red Dot GmbH & Co. KG shall publish, free of charge, the Participant's work submitted with the registration in the Red Dot 21 design portal for a period of 15 months. The publication is done through a user account ("Membership for Winners") set up by Red Dot GmbH & Co. KG for the award winner. Starting with the second year, the account and presentation of the work is automatically cancelled unless the award winner expressly, and for a fee, opts to keep the account. The general terms and conditions and price list of Red Dot 21 apply (see www.red-dot-21.com, "General Terms and Conditions" and "Memberships and Prices").

The materials uploaded to the My Red Dot portal (text and images) serve as a basis for publication in the Red Dot 21 design portal. The award winner is entitled to independently process the presentation of her/his work, create her/his company or designer profile, publish other works and projects, and receive and benefit from additional services that go with the "Membership for Winners" account. For this, she or he is provided with personal access data, issued separately by email on the day of the publication.

7. Copyright

All texts, images, audio files and other information published by Red Dot GmbH & Co. KG or Design Zentrum Nordrhein Westfalen e. V. are the copyright of Red Dot GmbH & Co. KG or Design Zentrum Nordrhein Westfalen e. V. Any reproduction in whole or in part is not permitted without the written permission of Red Dot or Design Zentrum Nordrhein Westfalen. The cost of such a reproduction shall be determined on a case-by-case basis.

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