

## 1) BASIC PRINCIPLES

Following the resolution of the German Federal Ministry of Economics and Technology on 12 March 2009, the Design Award of the Federal Republic of Germany is presented annually; the German Design Council Foundation is assigned with the organization of the competition. The competition for the Design Award of the Federal Republic of Germany 2010 will be organized in detail by the German Design Council Service GmbH (German Design Council). The following terms and conditions constitute the sole and entire contractual basis between the German Design Council and the participant in the submission, with respect to participation in the »Design Award of the Federal Republic of Germany 2010« (submission). The participant's terms and conditions are not recognized, even if they are not expressly excluded in individual instances by the German Design Council's own terms and conditions.

## 2) CONDITIONS FOR PARTICIPATION AND NOMINATION

Only those who have been nominated by Ministries of Economics / Senators from the individual German states or by their highest competent (state) authorities or by the Federal Ministry of Economics and Technology can take part in the competition for the Design Award of the Federal Republic of Germany. Consideration can be given only to items from the field of product design (standard production items from all sectors) and achievements in communication design for analogue and digital media as well as 3D and live communication, which have already been selected in competitions at state level, in a selection process formally recognised by the individual state, (panel of judges) and / or in an international competition.

At the same time, only products and services are admitted which, at the time of nomination, are available on the market and which were introduced onto the market no longer than five years previously. On request, the participant must furnish the German Design Council with appropriate proof to that effect. There is no limit to the number of nominations permitted.

## 3) REGISTRATION, SUBMISSION / SHIPPING AND INSURANCE OF PRODUCTS

The German Design Council notifies producers of the nominated items in writing of their invitation to participate in the competition. With this written communication, each participant receives a personal username and password, as well as a product ID for each nominated product. Nominees can register online by entering the username and password at [www.designpreis.de](http://www.designpreis.de). Registration is binding; thereafter, participants may not withdraw. The handling fees mentioned in paragraph 5 cannot be reimbursed.

Submissions for the competition may be in the form of original products, models or, in exceptional circumstances, enlarged photographs and documents. All products and packaging must be clearly marked with the product ID provided. The organizers accept no responsibility for the loss of unidentified / unmarked products, and / or any resultant failure to be included in the nomination; all responsibility in this regard falls to the participant. It is also the responsibility of the participant to provide evidence, if required, that the product was correctly labelled. All costs incurred in the shipping and return of items submitted are to be borne by the participant. The German Design Council undertakes to inform the participant immediately of any visible damage that has occurred in transit as soon as the product arrives. For products delivered from abroad all requisite customs procedures must be effected on the participant's own responsibility and at his or her expenses. Products should be sent in packaging, which can be re-used for their return and which is suitable for transport. In cases where this is not supplied, the German Design Council accepts no liability for any damage that may occur during the return transport. If a product is not successful in gaining an award, the participant must collect it / arrange for its collection within the stipulated period of time. Should the product fail to win an award, it must be collected by the participant within the designated period. Entries which are not collected by participants within this period will be sent back at the entrant's cost by a carrier employed by the German Design Council (DHL) or will be disposed of, a charge being made for such disposal. Should it be so desired, products in Size S may be sent to the entrant within the EU at a charge directly after the jury meeting; the German Design Council will charge € 40.00 plus VAT (plus postage and packaging) per entry for this. Return of entries for communication design is not envisaged and, if required, must be agreed separately with the organizer. The German Design Council assumes no responsibility for assembling items, which are delivered in an unassembled state. Equally, no responsibility will be assumed for dismantling items prior to their return. There shall be no liability for loss or damage of items, unless it is the result of a deliberate act or of gross negligence on the part of the German Design Council, its lawful representatives or employees; the liability of the German Design Council in respect of gross negligence shall be limited to a maximum of € 3,000.00. It is the responsibility of participants to take out all necessary insurances for submitted items. Graphic and textual material submitted by participants will not be returned.

## 4) PREVENTION OF ACCIDENTS

If products are to be demonstrated or exhibited in a usable or working condition, they must comply both with statutory requirements and with those required by the Employers' Liability Insurance, in particular with the regulations for the prevention of industrial accidents, and must be equipped with the mandatory safety features. The participant is liable for any damage which arises from products on display, and must indemnify the German Design Council against any and all claims for damages on behalf of third parties.

## 5) HANDLING FEES

The cost structure of the Design Award of the Federal Republic of Germany 2010 is split into two parts: product and communication design.

### Entries in the product design category

Registration fee for the competition, per entry	€	180,00
Additional organization fee for product handling in connection with the meeting of the jury, per entry *	S	€ 50,00
	M	€ 100,00
	L	€ 150,00
Dispatch of entry to entrant after the jury meeting plus carriage. Only possible for products within the EU and Size S (packed and addressed ready for post).	€	40,00
Catalogue entry, single-page **	€	680,00
Online exhibition ***	€	80,00

\* The organization fee for product handling during the meeting of the jury is based on the size of the product entered. This lump-sum fee will also be charged if the company itself assembles the product.

Size S: products up to 1m<sup>3</sup> and up to 50 kg  
Size M: products up to 2 m<sup>3</sup> and up to 100 kg  
Size L: products over 2 m<sup>3</sup> and over 100 kg

\*\* The option is available at a charge to book a single-page catalogue entry, in which your nominated product is featured with an illustration and a short bilingual text, together with your contact data.

\*\*\* The option is available at a charge to book a single-page, one-year online entry on the website [www.designpreis.de](http://www.designpreis.de), in which your nominated product is featured with an illustration and a short bilingual text, together with your contact data. This entry can be extended annually. The contract will be automatically extended for one further year at a time, unless it is terminated in writing, giving notice of two months to the end of a calendar year.

#### Entries in the product communication category

Registration fee for the competition, per entry	€	180,00
Additional organization fee for processing and preparing digital projects	€	50,00
Dispatch of entry to entrant after the jury meeting plus carriage. Only possible for products within the EU (packed and addressed ready for post).	€	40,00
Catalogue entry, single-page *	€	680,00
Online exhibition **	€	80,00

\* The option is available at a charge to book a single-page catalogue entry, in which your nominated product is featured with an illustration and a short bilingual text, together with your contact data.

\*\* The option is available at a charge to book a single-page, one-year online entry on the website [www.designpreis.de](http://www.designpreis.de), in which your nominated product is featured with an illustration and a short bilingual text, together with your contact data. This entry can be extended annually. The contract will be automatically extended for one further year at a time, unless it is terminated in writing, giving notice of two months to the end of a calendar year.

Participants will receive an invoice for these charges. All prices are per entry submitted / gaining an award, plus statutory VAT. Entries to the competition will only be judged by the jury after the entry fee has been received. Entries submitted between 31 July and 12 August will be charged a registration fee of € 240.00 plus VAT.

## 6) ADDITIONAL SERVICES OFFERED BY THE GERMAN DESIGN COUNCIL

If a product receives the Design Award of the Federal Republic of Germany, it is displayed in a public exhibition, which is organized in parallel with the award ceremony. To document the Design Award of the Federal Republic of Germany a bi-lingual publication is produced and distributed via international booksellers. There is also a dedicated website (presentation of winners). The winning company and the designer each receive two free copies of the catalogue. The award entitles the winner to the unlimited use of the official Design Award logo in the labelling and advertising of the winning product.

A non-recurring charge for costs will be made for the presentation in the catalogue for the Design Award of the Federal Republic of Germany and for the feature on the website:

Catalogue entry, 4-pages à € 680.00 per page	€	2.720,00
Online exhibition	€	80,00

Winners will receive an invoice for these charges. All prices are per entry submitted / gaining an award, plus statutory VAT. This sum must be paid before the Design Award of the Federal Republic of Germany can be conferred. The Design Award will not be conferred if the said costs have not been paid to the German Design Council in full and by the due date. Companies located in Germany, who, for economic reasons, are not in a position to bear the associated costs can, in appropriate cases, apply for the costs to be waived. The application has to be made in due time. An application form for financial assistance is available at the German Design Council.

## 7) PUBLICATION

At additional cost, participants may request extra pages; these will attract a fee of € 680.00 plus VAT, per page. The visual appearance of such pages will conform to the overall layout of the catalogue and will be designed by the German Design Council in accordance with the text and illustrations submitted by the participant. The participant has no claim to influence on the composition and layout of individual pages. The German Design Council's liability is limited to wilful or grossly negligent errors, in accordance with the stipulations set out in paragraph 3. The participant will receive one free copy of the catalogue for each additional page requested. Despite confirmation of order, text and/or pictorial material failing to arrive by deadline at the German Design Council cannot be considered. In such case, however, the participant will be charged for costs of the catalogue entry. The German Design Council reserves the right to refuse entry orders on uniform, objectively justified principles, on grounds of their technical form or origin; the same shall apply if the content infringes legislation or official regulations or if the German Design Council cannot reasonably be expected to publish it. Should the participant be responsible for such rejection, the German Design Council must be reimbursed for the expenses which it has incurred so far. Should the printed reproduction of the entry be illegible, either wholly or in part, or should it be incomplete, the participant shall have a claim to a price reduction to the extent to which the purpose of the entry has been impaired, or a right to a non-defective catalogue entry. Money cannot be returned. Should the invoice fail to be paid within the period of grace, the entry will not appear in the catalogue of the Design Award of the Federal Republic of Germany. Any claims for damages are hereby excluded; otherwise the German Design Council shall be liable under the regulations of Paragraph 3.

## Design Award of the Federal Republic of Germany 2010

### 8) JUDGING

An independent and expert jury adjudicates on the Design Award. The jury is composed of members from industry, the universities, the world of design and the media. The products and services should stand out due to their particularly outstanding features from the following standpoints:

• Ergonomics • Functionality and user friendliness • Utility value • Overall concept • Design Quality • Innovativeness • Longevity • Brand value and branding • Ecological compatibility and quality • Product aesthetics • Product graphics and semantics • Safety and accessibility • Symbolic and emotional content • Technical quality, technical function, production techniques and quality. The above order does not imply any rank order for the jury's judging criteria. The judges' decision is confirmed in writing with an indication of their reasons for the award, and is subsequently released by the Federal Ministry of Economics and Technology. The jury's decision is final and there shall be no legal recourse.

### 9) INTELLECTUAL PROPERTY RIGHTS

Products which breach intellectual property rights (trademarks, logos/brand labels, utility patents, patents or similar) are barred from participation. All participants are responsible for informing the German Design Council as to whether legal proceedings (regarding competition law, patents, trademarks, disputes about copyright or other rights) are pending with regard to submitted items. Damages / costs and, in particular, third-party claims, which result from an infringement of these conditions are the sole responsibility of the participant who shall indemnify the German Design Council against all claims, immediately upon request.

The copyright to all submissions in the competition (photos and text) remains at all times the property of the respective participant. For the duration of the competition, as well as for publications directly connected with the competition, the participant surrenders to the German Design Council the rights of use and publication.

### 10) LIABILITY

No claims from participants may arise, if, because of circumstances beyond the control of the German Design Council, it proves impossible to release either the book »Design Award of The Federal Republic of Germany 2010« or the Internet presentation either in their entirety or at the prescribed time. Moreover, the liability of the German Design Council is limited by the stipulations set out in paragraph 3.

### 11) CONTRACTUAL AGREEMENT, COURT OF JURISDICTION

By signing the registration form, participants agree to the rules of the competition as set out in the materials sent out with the call for submissions and to the terms and conditions of the competition herein contained, and they further agree to take part in the exhibition and in the printed catalogue.

The designated place of business (place of fulfilment) and court of jurisdiction for contracts is Frankfurt am Main. Disputes arising from dealings with persons representing business organizations, or with individuals or groups who are persons under public law or represent special funds under public law, shall be referred to the court of jurisdiction in Frankfurt am Main.

### 12) ORGANIZATION

Competition office and contacts for further enquiries:

Rat für Formgebung Service GmbH  
Dependance/Fair and Exhibition Centre · Ludwig-Erhard-Anlage 1 · D-60327 Frankfurt am Main/Germany  
Telephone: +49 (0)69 74 74 86-0 · Fax: +49 (0)69 74 74 86-19  
E-mail: [designpreis@german-design-council.de](mailto:designpreis@german-design-council.de)