

Automotive Brand Contest 2019



1. FOUNDATIONS

The Automotive Brand Contest (ABC) 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 Automotive Brand Contest 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

The competition is open to entries (projects) that can be assigned to at least one of the following categories:

Exterior Premium Brand • Exterior Volume Brand • Interior Premium Brand • Interior Volume Brand • Motorcycles • Parts & Accessories • Mobility • Concepts • Connectivity • Brand Design • Campaign • Corporate Publishing • Digital • Architecture • Events •

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.

There are no limits on the number of entries each firm can submit. A product can also be registered more than once in different categories.

3. JUDGING

An independent expert jury will decide the competition winner. The jury is comprised of representatives from media, design, brand communication together with universities and academies. Projects should stand out with regard to the following aspects:

Overall concept/brand fit • Design quality in brand design • Product aesthetics/originality • Level of innovations in brand design • Functionality and usability • Longevity/sustainability •

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 projects can be registered to the competition in the personal login area at www.mdc.german-design-council.de. Projects can be registered online following approval of the project details and after reading and confirming the General 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 the event of an award, the registrant's details and those of the registered projects will be used for the press releases, the ABC catalogue and the ABC online exhibition and 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 can send the product samples or digital media. All products/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.

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	290.00 EUR
Competition registration per project by 10.04.2019	2,040.00 EUR



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Costs at registration

Project handling project samples*	Size S	90.00 EUR
	Size M	190.00 EUR
	Size L	290.00 EUR
	Size XL	690.00 EUR
Project handling digital submission		90.00 EUR
Project handling presentation charts		90.00 EUR

* The project handling costs for the jury meeting depend on the size of the projects. These costs are also calculated upon self-assembly of the projects:

Size S: Length/width/height of the project each up to 1 m and up to 10 kg
 Size M: Length/width/height of the project each up to 2 m and up to 100 kg
 Size L: Length/width/height of the project each over 2 m and over 100 kg (except vehicles)
 Size XL: Vehicles or presentation in vehicles

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.

6.3 Service fees/Costs for winners

Service fees for winners

Winner*	2,190.00 EUR
Best of Best**	2,790.00 EUR
Special Categories***	4,800.00 EUR

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

* Includes an entry in the ABC catalogue, in the ABC online exhibition as well as a certificate, participation in the gala dinner and Integration into press work.

**Includes an entry in the ABC catalogue, in the ABC online exhibition as well as a certificate, a medall, participation in the gala dinner including press photo and Integration into press work.

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nal appreciation by a laudator and Integration into press work.

6.4 Payment

The registrant will receive an invoice for these service fees and costs for winners. Companies from third countries (outside the EU and EFTA) are obliged to provide a company certificate. All prices are per award plus the applicable statutory value added tax. 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 ABC catalogue as well as in the ABC online 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 ABC 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.

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



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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 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 ABC catalogue, the ABC online exhibition 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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