



1. BASIC INFORMATION

The »Automotive Brand Contest 2018« will be organised and run by the *Rat für Formgebung Service GmbH (German Design Council)*.

The following Terms & Conditions of Entry form the contractual basis for entry to the »Automotive Brand Contest 2018« between the *German Design Council* and the entrant to the competition. The entrant's terms and conditions will not be recognised, even if they are not explicitly repudiated in the individual case on the part of the *German Design Council*.

2. TERMS & CONDITIONS OF ENTRY

The »Automotive Brand Contest 2018« is open to all businesses whose products are listed in 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
- Innovation of the Year
- Team of the Year
- Brand of the Year
- Agency of the Year

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. ASSESSMENT

An independent and expert jury will decide on the presentation of the »Automotive Brand Contest 2018«. The jury is composed of representatives from the media, design, brand communication together with universities and academies. Awards will be given to products and services, which show particularly striking features and characteristics from the following points of view:

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

The foregoing list does not represent any league table of criteria or assessment priorities for the jury. In weighing the individual criteria, the jury will be free to evaluate as it thinks fit. Participating compa-

nies will receive a written notice of the results of the jury meetings. The jury's decision shall final and there shall be no legal recourse.

4. REGISTRATION, SUBMISSION AND INSURANCE OF PRODUCTS

4.1

The *German Design Council* will publish a request for submissions to the »Automotive Brand Contest 2018« in the usual media and will inform potentially interested parties directly that the competition is to be held.

Registration, once successfully made, will be binding; the entrant's right to withdraw is hereby excluded; reimbursement of the registration fee set out in Section 6 will not be possible.

Registration for the competition can be made online at www.mdc.german-design-council.de

Please note that the entrant's details and those of the entries submitted will be adopted from the online registration. The organiser accepts no liability for deficient or incorrect information in the accompanying publication or in any other release.

4.2

Entrants will be required to insert the relevant information about their company and products in their online registration. Entrants will then receive confirmation e-mail and a request to submit further documents. Original products, models, presentation charts or digital media can be entered for the contest.

Using the documents so submitted, products will be selected at a meeting of the jury in May 2018, and entrants may advertise these products with the label according to their award.

The following rules will apply to delivery of products to the jury meeting: all products and their packaging must be marked with the Project ID provided and be easily visible on delivery. The entrant must pay for the loss of any unmarked products and/or their failure to be considered by the jury. The entrant will bear the burden of proof that the product has been duly and properly marked.

4.3

Costs and all risks of carriage and return carriage of registered products shall be payable exclusively by the entrant. The *German Design Council* hereby agrees to inform the entrant of any visible damage in transport immediately upon reception of products.

All customs formalities required for products delivered from abroad must be completed at the entrant's expense and on the entrant's own responsibility. The *German Design Council* will undertake no liability for loss, theft and/or damage for the period during which registered products are submitted. The *German Design Council* recommends participants to take out an insurance policy to cover these risks.



Products must be delivered in packaging, which is reusable and safe for return carriage. Should this not be the case, the *German Design Council* will accept no liability for any loss or damage caused by return carriage.

On conclusion of the special exhibition the product must be collected within the stated period. The collector must be able to provide his identity and state the Project ID for the product to be collected. Freight forwarders or courier services must be able to show an order issued by the registered entrant with the Project ID of the product to be collected. Should this not be the case, the *German Design Council* reserves the right not to release the product.

4.4

Products not collected by entrants within the stated period will be stored up to two weeks after deadline (for EUR 40/day/product) and afterwards disposed of at the cost of the registered entrant concerned (EUR 40 per entry plus any special costs that may be incurred). Return of products may be made at a charge, should the registered entrant so wish, by a freight forwarder instructed by the *German Design Council*, for which service an individual cost quotation will be made.

4.5

Should the *German Design Council* be commissioned to assemble products, which have been delivered in a dismantled state, the *German Design Council* will accept liability in pursuance of the following regulations. The entrant shall have a duty to supply in the same delivery a proper set of assembly instructions in German or English. The same shall apply to the dismantling of the product for return carriage. Any liability for loss or damage to products is hereby excluded, unless the *German Design Council*, its legal representatives or vicarious agents are guilty of malice or gross negligence; the liability of the *German Design Council* for negligence shall be limited to a maximum of EUR 1,500.

4.6

The entrant shall have a duty to take out all necessary insurances for the product.

5. ACCIDENT PREVENTION

If products are shown in a usable state or in operation, they must meet statutory regulations and the regulations of the industrial insurance corporations in Germany, particularly the regulations governing accidents, and must be provided with the safety devices prescribed by law in Germany. The entrant shall be solely liable for any loss or damage caused by products so exhibited. The entrant must also release the *German Design Council* fully from any claims for damages brought by third parties.

6. FEES

6.1 Cost structure for the jury session

Competition participation early bird rate (till April 09, 2018)		EUR 240
afterwards		EUR 290
Organisation allowance for product handling per submission at jury meeting *	S	EUR 90
	M	EUR 190
	L	EUR 290
	XL	EUR 690
Digital entries		EUR 90
Presentation charts A2 (max. 4 pieces)**		EUR 90

* The organisation allowance covering product handling during the jury meeting will depend on the size of the product. This all-inclusive fee will also be charged if products are assembled by the entrants themselves.

** The costs for the optional printing services that can be booked separately will be invoiced in addition to the registration fee for each entry.

Size S: length/width/height up to 1 m, weight up to 10 kg
 Size M: length/width/height up to 2 m, weight up to 100 kg
 Size L: length/width/height over 2 m, weight over 100 kg (except vehicles)
 Size XL: vehicles or presentation in vehicle

6.2 Cost structure for the award in the event of winning

Winner's package ,Winner'	EUR 2,190
Winner's package ,Best of Best'	EUR 2,790
Winner's package ,...of the Year'	EUR 4,800

The costs are compulsive after being awarded ,Winner', ,Best of Best' or ,... of the Year'.

Should the *German Design Council* not receive payment of the entry fees and/or the service fees in good time in accordance with item 6.1 and items 6.2, the *German Design Council* shall reserve the right not to admit the registered entry for its assessment by the jury and/or not to bestow an award on it.

6.3 Payment of the fees

The participant or the winner will each receive an invoice for the amount of these fees. All prices are per entry submitted, plus legally applicable value-added tax. If the *German Design Council* has not received payment for the fees pursuant to Section 6.1 and Section 6.2, respectively, by the day of the jury session or the day prizes are awarded, the *German Design Council* reserves the right not to admit the entry to the judging procedure or not to award the prize.



7. PUBLICATION

7.1

As a documentation of the »Automotive Brand Contest 2018«, a dual-language publication will be issued, plus an online exhibition of the winners. The client or manufacturer associated with the prize-winning product, and its designer, will each receive a free copy of the publication. The award entitles the bearer to unlimited use of the official award label when marking and advertising the award-winning product.

7.2

All winners of the »Automotive Brand Contest 2018« will be portrayed in detail with text and photo in the publication and in the online exhibition. »Winner« shall receive a one-page, »Best of Best« a two-page entry and »of the Year« - winners a four-page publication entry.

7.3

The *German Design Council* will be liable only to the extent indicated for malicious or grossly negligent design errors. Should the entry be printed illegibly or incompletely, either wholly or in part, the entrant shall be entitled to a reduction in price to the extent to which the purpose of the entry was diminished, or to a defect-free replacement entry. Reimbursement of the winner fee will not be possible.

7.4

Textual or pictorial material, which fails to arrive at the *German Design Council* within the set time, cannot be considered, even if the award has been issued. In this case the entrant will still be charged for the costs of the winner fee. The *German Design Council* reserves the right to refuse entry orders, in accordance with uniform, objectively justified principles, on the grounds of their technical form or origin; the same shall apply if their content infringes legislation or official regulations, or if the *German Design Council* cannot reasonably be expected to publish them. Should such refusal be the entrant's fault, the *German Design Council* must be reimbursed for the costs, which has incurred so far. Any claims for damages are hereby excluded.

8. PROTECTIVE RIGHTS

Products, which infringe protective rights (trademarks, brand designations, utility models, patents or similar), are excluded from submission. Each entrant must inform the *German Design Council* immediately should any legal proceedings (affecting the registered product under competition law, patent law, trademark law or copyright law) be pending which involve the product submitted. The entrant shall be solely liable for any loss, particularly claims by third parties arising from infringement of these conditions, and shall release the *German Design Council* from all claims at first demand.

The copyright of contributions submitted to the contest (photographs, videos and texts) remains with the respective participant at

all times. The participant grants the right of use and the right of publication to the *German Design Council*. The participant is not entitled to claim a compensation fee for usage. Photographs and film shots, which are taken at events on behalf of *German Design Council*, may be used exclusively for documentation, reporting and advertising purposes. By registering, the participant consents to this usage. You may at any time informally object to the use of photographic material in which you are visible, for example, by sending an e-mail to the address abc@german-design-council.de or in writing to the *German Design Council*.

9. LIABILITY OF THE GERMAN DESIGN COUNCIL

If the publication for the »Automotive Brand Contest 2018« cannot appear in full or on time due to force majeure, no rights shall accrue to the entrant thereby. Otherwise the *German Design Council* shall be liable in accordance with the regulations in Section 4.

10. SEVERABILITY CLAUSE

If individual regulations of these general provisions are declared void or unenforceable, or become void or unenforceable following conclusion of a contract, it does not affect the validity of any remaining provisions in this contract. The remaining valid and enforceable provisions, which are closest to the original in terms of the economic purpose pursued by the contracting parties by means of the void or unenforceable provision, shall continue in full force and in place of the void or unenforceable provision. The aforementioned provisions apply if a loophole exists in this contract.

11. RECOGNITION, PLACE OF JURISDICTION

By successfully sending an online registration form, entrants recognise the Terms & Conditions of Competition, as set out in the Competition Announcement Documents and these Terms & Conditions of Business for the Competition, and agree to the printed catalogue.

The place of fulfilment and place of jurisdiction of the contract shall be Frankfurt/Main. In business with traders and legal entities under public law, and in the case of special public assets, the place of jurisdiction for legal claims shall be Frankfurt/Main.

12. ORGANISATION

Competition office and contact for enquiries:

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