



## **Terms & Conditions of Red Dot Award AG Concerning the "Red Dot Award: Product Design" Competition**

### **Section 1 General/Scope/Conclusion of Contract/Termination**

1. The following Terms & Conditions apply to all transactions and legal obligations between Red Dot Award AG, Bleichstrasse 8, CH-6302 Zug, Switzerland (the "Organiser") and all entrants and participants (the "Participant") in the Red Dot Award: Product Design competition. Terms or conditions that conflict with or deviate from these Terms & Conditions do not apply unless the Organiser has expressly agreed to them.
2. The Organiser uses the services of Red Dot GmbH & Co. KG, Martin-Kremmer-Straße 14-16, 45327 Essen, Germany, for the internal provision of individual or all services and also for external communication with the participant in connection with the Red Dot Award: Product Design. The exclusive contractual partner of the participant is the Organiser. The participant agrees to the forwarding of his or her data and the documents submitted by him or her by the Organiser to Red Dot GmbH & Co. KG for the purpose of communication and provision of services in connection with the Red Dot Award: Product Design.
3. With his or her online registration, the Participant declares to have met the conditions stipulated in Section 1.1 of the Conditions for Participation and Description of Services of the Red Dot Award: Product Design. In addition, the Participant declares being authorised to do international money transfers should he or she not be based in Germany.
4. The mutual obligations of the parties are as set out in the separate Description of Services for the Red Dot Award: Product Design competition as well as the corresponding price list.

In the case a product submitted by the Participant wins an award, the Participant is obliged to book further services for which he or she will be charged fees. These include the Winner Package (see also Section 4.II. of the Conditions for Participation and Description of Services of the Red Dot Award: Product Design).

5. The Organiser reserves the right to refuse the entry of certain products into the competition (in that case, any amounts already paid will be refunded). These include products that express contempt for human beings or animals or that constitute a violation of public decency.
6. 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 Organiser will then send a confirmation of the registration and order by email to the personal email address specified by the Participant in the booking.

7. Although the contract is binding upon conclusion as stipulated in the preceding subsection, the Organiser grants the Participant a contractual right of termination in those cases where the Participant had applied – and thereby registered, paid the fees and entered into the Agreement – prior to the application deadline, as follows:

- a) Termination up to 28 days before the application deadline: refund of 50% of the invoice amount
- b) Termination less than 28 days before the application deadline: no refund

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

1. The prices indicated on the price list are binding for the duration of the term. 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 (<https://www.red-dot.org/pd/participate>).
2. Payments are due immediately upon receipt of invoice. Invoices are issued by email to the email address indicated by the Participant in the registration. Invoices are sent by regular mail only 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 at



an earlier date after payment has become due by issuing a reminder. Irrespective of the preceding 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 make the payment at the latest by that date. In the case of late payment, there is no guarantee that the product will be presented to the jury.

3. Any claims on the part of the Participant must be undisputed or legally established or be counterclaims from the same contractual relationship, and only then does she or he have the right to suspend performance of any or all of her or his contractual obligations.
4. If the Participant indicates an invoice recipient other than him- or herself, he or she thereby warrants that this other invoice recipient has agreed to this and that this arrangement is unobjectionable for tax purposes and has been or will be openly declared to the tax authorities of both the Participant and the alternative invoice recipient. Moreover, even when using a different billing address, the Participant remains the contractual partner of the Organiser and is therewith the person who is ultimately legally responsible for paying any and all amounts (such as fees resulting from having booked the Winner Package). This means that the Organiser is entitled to settle an account with the Participant even if he or she specified a different invoice recipient.

### **Section 3 Term and Termination**

1. The eventual presentations of the products/exhibits in the Red Dot Design Museum are limited to a fixed period of time. The duration is based on the respective Description of Services. The presentation of the products in the Online Exhibition is not limited to a fixed period of time. Here, too, the respective Descriptions of Services apply.
2. Both parties shall be entitled to terminate these legal relationships for cause. For the Organiser such a cause is given in particular if the Participant is in arrears, despite having been issued a reminder, by an amount that exceeds one sixth (1/6) of any applicable annual fee.
3. The products/exhibits shown must be picked up upon expiry of the exhibition period by the Participant (see, also with regard to products/exhibits not shown, Section 6.2). After the end of the exhibition period, the exhibit pieces are taken down and prepared for pick-up. The dates and details regarding the pick-up will be communicated to the Participant by the Organiser in good time.

### **Section 4 Warranty**

1. The Organiser shall be free to determine the nature of the presentation of the products/exhibits in the Red Dot Design Museum Essen, in the Red Dot Design Yearbook, on Red Dot Online and in the Online Exhibition in the context of the award ceremony and at all other internal as well as external exhibitions at home and abroad. Regarding the presentation for the judging and in exhibitions domestically and abroad, the Organiser reserves the right to remove any displays provided by the Participant, to put these in storage or, as needed, to dispose of them.
2. The Participant shall verify the presentation without delay after its initial public presentation and report any defects immediately. In the case of obvious defects, the obligation to report begins with the moment the presentation is made public and for latent defects with the moment of their discovery. Should the Participant fail to report the defect, the presentation shall be deemed to be free of defects and approved.
3. The Organiser shall remedy any defects in the presentation in the Red Dot Design Museum and in the Online Exhibition to the extent possible.
4. In the case of a publication error in the Red Dot Design Yearbook or in the case that the Participant wishes to make changes following the clearance phase, he or she shall have no right to demand an injunction or the issuance of an errata sheet; this is due among other reasons to the related costs of such an intervention and to the release procedure pursuant to Section 4.II.2 of the Conditions for Participation and Description of Services of the Red Dot Award: Product Design.



5. Any warranty claims become time-barred 12 months from the beginning of the statutory warranty. This does not apply if the law pursuant to the following sections of the German Civil Code – Section 438(1)(2) (buildings and things used for a building), Section 438(3) (fraudulent concealment), Section 479(1) (right of recourse) and Section 634a(1)(2) (defects or deficiencies in the construction) – prescribes longer periods. Nor does it apply in the event of gross negligence or wilful misconduct, injury to life, limb or health, or the acceptance of a warranty or the violation of essential contractual obligations. In those cases, the statutory warranty periods apply.

## **Section 5 Property Rights/Infringements/Contract Penalty**

1. By registering for the competition, the Participant explicitly confirms that the entered product neither infringes any rights of third parties nor offends generally accepted standards of public decency.
2. Upon registration as well as in the course of the competition, each Participant shall inform the Organiser in the case that a third party claims a right with regard to the to be registered or registered product, be that through an inquiry letter, warning letter, legal action or similar proceedings.
3. In the case that such a claim by a third party (see Section 5.2) existed at the time of registration, the Organiser is not obliged to publish a distinction in the Red Dot Design Museum Essen, in the Red Dot Design Yearbook or in the On-line Exhibition or to promote it until said claim has been settled in court. Similarly, the Participant is not authorised to promote or publish such an award 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 obliged to pay the Organiser a penalty in the amount of 30,000.00 EUR plus German VAT, where applicable. 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 subsection) is not affected by the enforcement and payment of this penalty.
5. The Participant shall indemnify the Organiser and Red Dot GmbH & Co. KG against all claims from third parties arising due to alleged or actual infringements in connection with the registered product. 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 and Red Dot GmbH & Co. KG's disposal promptly, accurately and completely all information that is necessary for the verification of the claim asserted and for a corresponding legal defence.
6. If a claim of a third party is made with regard to a product that has been registered and possibly awarded in the Red Dot Design Award (judicially or extrajudicially), the Organiser will be entitled to set the Participant an adequate period within which the claim has to be clarified. During this period, the Organiser will be entitled to suspend or postpone the publication of the award in all media. If clarification is not provided upon expiry of the period, the Organiser will be entitled to permanently refuse publication and also to revoke the award that may already has been given. Then, however, the Organiser shall be obliged to reimburse the Participant the portion of the already paid participation fee that is allocable to the publication, minus the already provided service.
7. The Participant grants the Organiser and, if applicable, any successors or assigns of individual or wholesale rights or interests (e.g., in the form of an asset deal), as well as Red Dot GmbH & Co. KG the non-exclusive yet transferrable right to use all copyrights and ancillary copyrights with regard to all submitted contributions (photos, texts, illustrations, etc.) free of charge, throughout the universe in perpetuity, in any and all media now known or hereafter devised, the Organiser not being obliged to specify the authors of the contributions by name. The right of use applies to all types of applications, not only in connection with the Red Dot Design Award (which encompasses the publication in print form, on the Internet, on data storage media as well as in associated advertisements) but also in connection with further exhibition and book projects as well as for public relations purposes of the Organiser.



8. At the request of the press or other comparable agencies or bodies, the Organiser will 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 product.
9. Participants who do not want said image and text contributions to be released for publication or distribution to the press as defined in the preceding Section 5.8 shall inform the Organiser in writing – to be sent by email to [press@red-dot.de](mailto:press@red-dot.de) only. The effective date starting from which the Organiser shall respect such a request from a Participant is the date of receipt of the email at the Organiser's press office.
10. Should the Participant violate, through the registered object or the registration of the object, the rights of third parties, the Organiser shall be entitled to ban the Participant from participating in any Red Dot Awards for life.

## **Section 6 Transport/Storage/Transfer of Title**

1. The products/exhibits shall travel at the risk and cost of the Participant. Participants are therefore advised to take out a transport insurance for their products/exhibits.
2. Products sent from a shipping point outside the EU must be sent DDP (Incoterms 2020) to the Organizer. Should the Organizer nevertheless be charged with import duties or taxes, the Participant shall be obliged to reimburse the relevant costs/amounts after the Organizer has issued an invoice.
3. The submitted products will be prepared for pick-up after the end of the exhibition. The dates and details regarding the pick-up will be communicated to the Participant by the Organiser in good time. Products that have not been picked up within one (1) week after the allocated time frame for pick-up will be disposed of at the Participant's expense. Non-awarded products are likewise disposed of if they are not picked up.
4. The products that have won an award in the competition shall be stored until the beginning of the winner exhibition, to, if necessary, be mounted after the competition by the Organiser in the Red Dot Design Museum Essen. Exceptions to the preceding stipulations will only be made for products which, having been installed specifically and uniquely for the judging by the Participant, cannot be easily removed and put into storage. In the latter case, the Organiser will request the Participant to install the product another time for the special exhibition.

## **Section 7 Liability/Limitation**

1. The Organiser and its executive managers, representatives or agents as well as Red Dot GmbH & Co. KG and its executive managers, representatives or agents are not liable for damages – irrespective of the legal grounds. This does not apply in the case of intent and gross negligence or injury of life, body 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 as well as Red Dot GmbH & Co. KG and its executive managers, representatives or agents shall be limited to typical and foreseeable damages.
2. The Organiser and Red Dot GmbH & Co. KG will not assume custodial care of the submitted products – with the exception of the liability as per Section 7.1. For this reason, the Organiser recommends that the Participant conclude a transport and exhibition insurance to insure himself/herself against any possible damage, destruction or theft that might occur during transport, the judging procedure or the exhibition in the Red Dot Design Museum Essen or other internal or external exhibitions at home and abroad. The Organiser is not obliged to reuse the packaging in which the products were delivered.



Products that are either submitted to the judging or exhibited at the Red Dot Design Museum Essen are subject to the usual traces of use and wear that result from the jurors and the visitors touching or using the products. Here as well the Organiser is not liable for damages.

3. Any claims made against the Organiser must be made in writing. They will become time-barred within 12 months, calculated from the time of the termination of the exhibition or the date of the recovery request pursuant to Section 6.2. This does not apply in the event of gross negligence or wilful misconduct, injury to life, limb or health, or the acceptance of a warranty or the violation of essential contractual obligations. In those cases, the statutory warranty periods apply.

## **Section 8 Concluding Provisions**

1. The place of performance is Essen, Germany.
2. The sole place of jurisdiction is Essen, Germany. However, 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 is governed exclusively by German law, excluding the United Nations Convention on Contracts for the International Sale of Goods.
4. Should any of the above provisions be ineffective in whole or in part, all other provisions shall remain in effect.

Status: October 2021



## Conditions for Participation and Description of Services of the Red Dot Award: Product Design

### Preamble

The Red Dot Award: Product Design is a design competition that takes place in the following stages: admission (conditions for participation), judging, awards and implications of receiving an award (Winner Package, see Section 4.II.).

Participants who receive an award are obliged to book the Winner Package (see Section 4.II.).

In the various stages of the competition, the services set out below are provided under the conditions described. Supplementary to this are the General Terms and Conditions of Red Dot Award AG (the "Organiser") concerning the Red Dot Award: Product Design competition.

The Organiser uses the services of Red Dot GmbH & Co. KG, Martin-Kremmer-Straße 14-16, 45327 Essen, Germany, for the internal provision of individual or all services and also for external communication with the participant in connection with the Red Dot Award: Product Design. The exclusive contractual partner of the participant is the Organiser. The participant agrees to the forwarding of his or her data and the documents submitted by him or her by the Organiser to Red Dot GmbH & Co. KG for the purpose of communication and provision of services in connection with the Red Dot Award: Product Design.

### Section 1 Conditions for Participation

1. The competition is open to firms and independent designers and architects – but not consumers and artists – who may apply with finished products that are being manufactured in series (the "products"). To be eligible for registration, admission is dependent on the products having been launched on the market at the latest by 1 June of the year of the competition and not before 1 January of the year before the previous year. The competition strictly prohibits any renderings (virtual representations or drawings). Only the actual products are judged. A Participant may register any number of products. Participation is not open to product models that have already been judged and rejected in a previous Red Dot Award: Product Design competition.

Entries to the categories "Interior architecture and interior design" and "Urban design" must already be completed and realised by the time they are submitted. Moreover, their realisation may not date back further than 1 January of the year before the previous year to the competition.

On Young Professionals Application Day, designers who completed their design degree no more than five years prior have the possibility to apply for the draw of one of 50 free registrations for Red Dot Award: Product Design. To be eligible for registration, admission is dependent on the products having been launched on the market at the latest by 1 June of the year of the competition and not before 1 January of the year before the previous year. A participation on the basis of concept notes and drafts is not possible. The result of the draw will be communicated to the applicants by email. More information on the conditions of participation and specific arrangements can be accessed online at <https://www.red-dot.org/pd/about>.

2. The Participant is allowed to register his/her product in multiple different product categories. However, every entry into an additional category will be considered as a separate submission, meaning that it requires a separate registration and a separate, in other words, additional, product delivery. Furthermore, all conditions mentioned in the Terms & Conditions apply.
3. Only registrations submitted on time and in due form will be admitted to the competition. Images, texts as well as posters submitted by the Participant will not be returned.



4. A further condition for participation in the competition is that the entry fee is paid on time. The amount of the entry fee is specified in the price list in effect at the time of registration. The price list is available online and is to be consulted before concluding the registration. Additional charges may apply if any optional extra services were booked.
5. Furthermore, the Participant commits himself/herself to provide a product description in English of at least 500 and at maximum 1,200 characters (including spaces) for each registered product as well as printable illustration material (e.g., 300 dpi for DIN A4 format) for the purpose of optimal presentation before the jury. Renderings are not permitted; only photographs of the original products.
6. By participating in the Red Dot Award: Product Design, the Participant agrees to the inclusion of his or her competition result in the rankings created by the Organiser and to the publishing of these rankings. The rankings are based on the results presented in the Red Dot Design Yearbooks that Red Dot Award AG publishes for the competitions (see also Section 4.II.2). 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 will be published on the Internet by the Organiser together with the announcement of the rankings.

## Section 2 Judging

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 product presentation for the judging.
2. The Organiser reserves the right to reassign, either before or during judging, a product submitted in a specific product category to another product category in order to optimise the evaluation process for that product.
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 registration and the submitted products.
4. Each Participant admitted to the competition shall be notified of the jury's decision with regard to her or his entry. The jury is not obliged to justify its decisions.
5. The jury must be presented with the original product. Any exemptions from this rule must be negotiated with the Organiser on an individual basis.

## Section 3 Awards/Use of the Label/Contractual Penalty

1. The awards "Red Dot: Best of the Best" or "Red Dot" can be awarded either to individual products or to genuine product families. The jury is free to issue an award to an individual product it has selected from within a product family.
2. With the award, the award winner acquires the right to communicate the Red Dot award. The publication of the result notification by the Participant is not permitted. The award winner is not (yet) entitled to use the Red Dot winner label. For this, he or she must first pay an additional fee, namely for the obligatory purchase of the Winner Package. The latter entitles to the use of the winner label and the eventual presentations in the Red Dot Design Museum, the presentation in the Red Dot Design Yearbook and in the Online Exhibition; it also entitles the award winner to two certificates of the award, a Red Dot Trophy (if applicable), and inclusion in Red Dot publicity relations activities. With the payment of this fee, the award winner acquires the right to use the Red Dot winner label within the meaning of Section 3.2. The current price list is available online at <https://www.red-dot.org/pd/participate>. The Participant or winner is not entitled to use the competition logo; he or she may only use the winner label provided by the Organiser.

Awarded packaging: in case the Red Dot winner label shall be added on product packagings that won an award in the category "Packaging", the particular category-specific winner label (e.g. "winner packaging design") shall be used, to avoid wrong interpretation.



In any case of the use of the Red Dot winner label without the above-mentioned prior acquisition of usage rights, the Participant shall be obliged to pay a contractual penalty of the amount of 30,000.00 EUR plus German VAT, where applicable, to the Organiser. This also applies to all uses that violate the permitted scope and manner of use of the Red Dot winner label as specified in Section 3.3. 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 the Organiser. In this case, however, the amount of the contractual penalty will be deducted from any possible further damage claim.

3. Upon the acquisition of the rights of use of the Red Dot winner label according to the previous subsection (Section 3.2), the Red Dot winner label may only be used to promote the actual award-winning product and, depending on the case, the award-winning product family. It is understood that the winner is the original equipment manufacturer (OEM).

The use of the Red Dot winner label by a domestic or foreign marketing, distribution or other kind of company that is not the OEM is allowed only after the Organiser has reassessed the case and specifically approved the use of the label for that purpose. In some cases, the Red Dot winner label will only be issued to the aforementioned companies against a fee, to be paid to the Organiser. In that case, the Organiser commits itself to providing the winner with the Red Dot winner label until the end of the product cycle lifetime.

An extended winner label royalty will incur a fee if the award-winning product is marketed by the OEM under a brand name that was not presented to the jury for evaluation in Essen/Mülheim an der Ruhr, Germany.

## Section 4 Legal Implications and Benefits of the Award

Upon conferment of a distinction from Red Dot Award: Product Design, a contract with the following contents comes into effect between the award winner and the Organiser:

### I. Contractual partner

For all services concerning the exhibition, the documentation of the award with a certificate (see Section 3) and inclusion in Red Dot public relations activities, the contractual partner of the award winner as well as for all services concerning the winner label and the presentations in the Red Dot Design Yearbook, and in the Online Exhibition, the contractual partner of the award winner is the Organiser.

### II. Winner Package

1. The Winner Package consists of the use of the Red Dot winner label and the presentations of the award-winning product in the Red Dot Design Yearbook, in the Online Exhibition and in the presentation in the Red Dot Design Museum Essen. It also entitles the award winner to two certificates of the award, the Red Dot Trophy (if applicable) and inclusion in Red Dot public relations activities. In the case of an award, the winner is obliged to accept and purchase the full Winner Package as a complete package.

The Organiser can offer the award winner a choice of different sizes for the presentation in the Red Dot Design Yearbook.

The Organiser is entitled but not obliged to exhibit the award-winning product in one or more Red Dot Design Museums. The number of eventual exhibition units in the Red Dot Design Museum Essen depends on the size of the awarded product. The Organiser decides on the arrangement of the exhibition units in the museum space. Both aspects (presentation in the Red Dot Design Yearbook and in the Red Dot Design Museum Essen) have an effect on the price of the Winner Package (see price list).

The full Winner Package will be billed directly as booked services.





Regardless of the respective contractual partner, invoices for the Winner Package are issued only by the Organiser, and are sent by email to the Participant. The order confirmation is also sent by e-mail to the Participant.

In the event that a product has been registered and awarded a prize in another competition category, the Winner Package is binding for each award. The Organiser reserves the right to present the awarded product only once in the physical exhibition.

The data of the project participants (credits), which were queried and entered during the registration phase, are bindingly used as a basis for the production of certificates in case of an award. Furthermore, they serve as master data for the Red Dot exhibitions, publications and the award ceremony.

#### **Red Dot Design Museum:**

The Organiser undertakes to provide the following services: For a total of one year (including the four weeks "Design on Stage"), the Organiser shall present the award-winning product nationally or internationally in exhibitions of its choice. A presentation in one or more Red Dot Design Museums is the sole decision of the Organiser. He is entitled but not obliged to do so. The design of all exhibitions and therewith the decision on the type of presentation of the individual products will be at the discretion of the Organiser. The choice of location for the presentation and the curatorial supervision by the Organiser is subject to the booked Winner Package and may not be objected to by the Participant.

In addition, the company of the awarded product receives a guided tour of the special exhibition for up to 25 people.

For all products that win a Red Dot and Red Dot: Best of the Best, the Organiser shall decide on the best form of presentation in the Red Dot Design Museum Essen (if he makes one) and the other exhibitions. For example, the products could be presented as a film, on a poster or in the original. See Section 4.II.5 for further information on the term and termination.

#### **Inclusion in Red Dot public relations activities:**

The Organiser will include all award winners and their award-winning products in its public relations activities and may announce and present them to the media (print, radio and television) either on its own accord or on demand, and by means of text/language or images. The award winners, on their part, will receive an individualised press release template to be used to announce their award in the competition.

#### **Award certificate:**

The Organiser will provide the award certificate to the award winner (or the awarded firm and designer in charge) (Section 3) following the award ceremony. The certificate will be sent to the Participant by regular mail.

#### **Red Dot Design Yearbook/Online Exhibition:**

The Organiser undertakes to provide the following services: It presents the award-winning product in the Red Dot Design Yearbook for the year of the award. The fee for booking an entry in the Red Dot Design Yearbook covers the services of writing, translating, editing and proofreading, formatting and layout, and preliminary print and colour adjustments. For each award-winning product, the award winner will also receive the volume of the Red Dot Design Yearbook in which the award-winning product is represented as a complimentary copy, if the winner has agreed to this during the booking process of the Winner Package. Furthermore, the award-winning product will be presented in the Online Exhibition "Red Dot Winners".

#### **Red Dot winner label:**

The Organiser moreover provides the award winner for the duration of the contract with the option of using the Red Dot winner label for his or her particular awarded product. For this, a data package and the design manual (which explains the permissible use of the logo) are made available for download.

The Winner Package comprises the worldwide use of the Red Dot winner label for the award-winning product in the following areas:



Corporate design/company presentation (corporate website, image brochure, Internet signature, stationery and envelopes, press releases), advertising (consumer and trade ads, campaigns, newspaper ads, image ads), print (product brochures, product catalogues, flyers, manuals), event design (trade fair stands and presentations, exhibitions, show-rooms, stores, corporate and consumer events, promotional events), TV, film & cinema (advertising spots, product films, image films), broadcasting.

Separate fees apply if the Red Dot winner label is used under another/different brand name, by a domestic or foreign marketing or distribution company or by any other company that is not the original equipment manufacturer; this applies to the awarded product and to the following materials (their prices are specified in the current price list):

Usage for point of sale (cardboard boxes/packagings for products, use on the product), sales promotion materials (display stands, displays, bags, labels, product postcards, posters in DIN A0, DIN A1 format), outdoor posters (large dimensions such as billboards, banners and advertising pillars), indoor posters (posters in DIN A0, DIN A1).

## 2. Regulations for the presentations:

Unless the parties agree on a more extensive presentation, the minimum sizes are deemed to apply.

The minimum sizes are as follows:

1/1 exhibition unit in the Red Dot Design Museum Essen

1/3 page in the Red Dot Design Yearbook

1/1 web page in the Online Exhibition "Red Dot Winners"

The winners of the Red Dot: Best of the Best are given a double page spread in the Red Dot Design Yearbook. In addition, each product that received a Red Dot: Best of the Best will be presented in the international Design Diary of the following year.

The design of the presentation of the award-winning product and, depending on the case, of the award winner him- or herself, follow the system adopted by the provider of the relevant service, being the Organiser. This applies in particular to the presentation in the Red Dot Design Yearbook. In cases where one Participant has won several awards, these will be presented on the same page in the yearbook or in direct proximity only if, and to the extent that, the conception of the yearbook allows for it. Should this not be possible, the presentations will be featured on different pages of the Red Dot Design Yearbook. The award-winning products will be labelled as per the details of the online registration.

The Organiser reserves the right to reassign a product that has won an award in a specific product category to another product category for the presentation in the Red Dot Design Yearbook, in the Online Exhibition and in the Red Dot Design Museum Essen if this is of advantage for the product. The booking of and payment for an entry in the Red Dot Design Yearbook does not equate to the placement of an advertisement; rather, the Organiser will provide independent editorial work, reserving the basic right to change all texts submitted as part of the entry and adjust them for final publication in the Red Dot Design Yearbook.

The texts and images for the presentations in the Red Dot Design Yearbook and the Design Diary will be submitted to the award winner once and must be released by the award winner in text form (online via release tool) within two working days. It is only permitted to submit comments on factual errors (content errors, product names, images). Editorial changes are not permitted, as the Organiser follows a uniform editorial and creative overall concept. If the Organiser does not receive a declaration from the award winner via the approval module within the specified period, the presentation will be made using the data originally submitted to the Organiser.

All further details are set out in the PDF "Further Information Yearbook" and can be consulted through the My Red Dot portal.

The data approved for and published in the Red Dot Design Yearbook are regarded as master data for the presentation in the Online Exhibition.



All texts, images, audio files and other information published in this context are subject to the copyright of the Organiser. A reproduction or rendition as a whole or in parts is not allowed without the written approval of the Organiser. The amount of the costs of such a reproduction will be stipulated separately.

The Organiser reserves the right to publish the Red Dot Design Yearbook in several volumes.

The Participant is obliged to make the products and documents required for presentation, as stipulated in these Conditions for Participation as well as in the online registration, available for the duration of the presentation. In the event that the documents necessary for publication are not received in time, the Organiser will be entitled to publish the material submitted for the use of the jury (images and text) without the express permission of the client. In the event that material (see Section 1.5) is not available in the requisite form, quantity or quality, the Organiser reserves the right to, at the expense of the award winner, write a product description or take a photograph of the awarded product and to use these in the case of an award for the publication in the Red Dot Design Yearbook, in the Online Exhibition and in the Red Dot Design Museum Essen. The cost of writing the text may run up to 300.00 EUR and that of taking a photograph up to 3,000.00 EUR, plus German VAT, where applicable.

3. In addition, the Organiser reserves the right to desist from a presentation if the required materials are not available or not easily obtainable. Any costs incurred by such preparatory measures would then be payable, subsequent to an appropriate request, by the award winner to the Organiser.
4. The Participant is obliged to pay a fee to the relevant contractual partner for the presentation or use of facilities concerned. The amount of such fees can be found in the price list that is valid at the time when the contract comes into effect, and which is available online.
5. The mutual obligations with regard to the presentation in the Red Dot Design Museum Essen and the other exhibition venues and on Red Dot Online and in the Online Exhibition come into effect on 1 June of the year of the competition. However, the date that marks the beginning of the Participant's obligation to take part in the museum exhibition and/or the in the Online Exhibition is that of the award ceremony (Red Dot Gala), which may be later than 1 June. Winner products need only be published or presented online from this day on, not any earlier. The contractual obligation to a presentation in the Red Dot Design Museum Essen and the other exhibition venues ends on 31 May of the year following the competition year, without requiring a notice of termination. The contractual relationship with regard to the presentation in the Online Exhibition is extended automatically by twelve months without costs if it is not terminated by one party.

Status: October 2021