

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



**reddot award**  
product 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") in the Red Dot Award: Product 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 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.
3. The mutual obligations of the parties shall be as set out in the separate Description of Services for the Red Dot Award: Product Design competition as well as the corresponding price list and the specifications for the Red Dot 21 design portal.

**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 shall 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).**

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 Organiser will then send a confirmation of the registration and order by email to the email address specified by the Participant in the booking.

## 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.
2. In the case that the Participant requests that a modification be made to an address that he/she already submitted with the booking, the Organiser reserves the right to charge a processing fee of 30.00 EUR plus German VAT, where applicable.
3. 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 sentences 4 and 5, 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.

4. The entitlements of the Organiser shall be excluded from any rights of liens, offsetting, or pleas regarding non-performance or inadequate performance of the contract unless the counterclaim has been legally established, undisputed or recognised by the Organiser.
5. 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 for extending the presentation in the Red Dot App, Red Dot Design Museum Essen or online). 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 legal relationships concerning the presentation of the products/exhibits in the Red Dot Design Museum Essen, the Online Presentation, the Red Dot App and the Red Dot 21 design portal apply to a fixed period of time. The durations can be determined from the respective Description of Services or the Terms and Conditions of the Red Dot 21 design portal.
2. The Organiser shall be entitled to terminate these legal relationships for cause. 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 the annual fee.
3. The products/exhibits shown must be picked up upon expiry of the exhibition period (see, also with regard to products/exhibits not shown, Section 6.2).

## 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, the international yearbook, Red Dot Online, the Red Dot App and the Red Dot 21 design portal. Regarding the presentation for the adjudication and in the Red Dot Design Museum Essen, Design Zentrum Nordrhein Westfalen e. V. reserves the right to remove any displays provided by the Participant.
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 is the moment the presentation is made public, and for latent defects 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 Essen, Red Dot Online and the Red Dot App to the extent possible. In the Red Dot 21 design portal, the Participant is entitled to change a faulty presentation independently.
4. In the case of a defect in the Yearbook, the Participant shall have no right to demand an injunction or the introduction of a correction slip; this is due among other reasons to the related costs of such an intervention and to the release procedure pursuant to Section 4.II.3 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 assures that the entered product 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 if 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 claims by a third party (see Section 5.2) existed at the time of registration, the Organiser shall not be obliged to publish a distinction of the Red Dot Design Award in the yearbook, in the museum, in the App or online or to promote it until said claims have been settled in court. Similarly, the Participant shall not be 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 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 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 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 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 product that has been registered and possibly awarded in the Red Dot Design Award (judicially or extrajudicially), the Organiser shall be entitled to set the Participant an adequate period within which the claims asserted by the third party have to be clarified. During this period, the Organiser shall be entitled to postpone the publication of the award in all media for the time being. If clarification is not provided upon expiry of the period, the Organiser shall be entitled to permanently refuse publication. 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 the non-exclusive right to use all copyrights and ancillary copyrights with regard to the contributions placed at his disposal (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 obligated 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 (there, however, including the publication in print work, on the Internet, 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 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 product.
9. Should the Participant explicitly not wish the publication or distribution of image and text material to the press as defined in paragraph 8 above, he/she shall be obliged to inform the Organiser in writing upon completing the application. The arrival time of the mail – to be sent by email to [press@red-dot.de](mailto:press@red-dot.de) only – at the press office of 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/pd/impressum/lang=en](http://www.red-dot.de/pd/impressum/lang=en).

## Section 6 Transport/Storage/Transfer of Title

1. The products/exhibits shall travel at the risk and cost of the Participant. Entrants shall be recommended to take out a transport insurance for the products/exhibits.
2. The submitted products must be collected after the adjudication and at the end of the legal relationship within the period stipulated by the Organiser. The Participant will be requested to take back the submitted products/exhibits at his own expense after termination of the legal relationship; for this, the Participant shall be granted a period of 14 days from receipt of the request. If the Participant does not recover the products/exhibits within the given time, the products shall be disposed of at

the expense of the Participant.

3. The products that have won an award in the competition shall be stored until the beginning of the special exhibition to be presented afterwards by the Organiser in the Red Dot Design Museum Essen. Products for the judging arranged by the Participant himself/herself as well as products that have won an Honourable Mention shall be excluded therefrom. After consultation with the Organiser the self-installed products/exhibits shall be requested again before the beginning of the special exhibition.

## Section 7 Liability/Limitation

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 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 shall be limited to typical and foreseeable damages.
2. The Organiser shall not assume custodial care of the submitted products – with the exception of liability as per Section 7.1 – and shall therefore recommend the Participant the conclusion of a transport and exhibition insurance to insure himself/herself against any possible damaging, destruction or theft in the course of the transportation, the judging procedure or during the exhibition. The Organiser shall not be obliged to reuse the packaging in which the products were delivered.

Products that are either submitted to the adjudication 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 shall 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 shall be governed exclusively by German law, excluding 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: October 2015

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

### Preamble

The "Red Dot Award: Product Design" competition is the continuation of the "Design Innovations" competition (DI). It is a design competition organised in the stages of admission (conditions for participation), adjudication, award and consequences of the 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 Design Zentrum Nordrhein Westfalen e. V. and of Red Dot GmbH & Co. KG (the "Organiser") concerning the competition "Red Dot Award: Product Design".

### Section 1 Conditions for Participation

1. The competition is open to businesses and independent designers and architects – but not consumers and artists – with finished products from industrial mass production (the "products"). To be eligible for registration, Admission is dependent on the products must have been launched on the market at the latest by 1 July of the year of the competition and no more than two years previously prior to the date of the product registration. It is not permissible to submit products in a form other than its final, to-be-marketed form, in other words, products that have not yet been launched on the market and for which only renderings or virtual 3D representations exist. Each Participant may enter as many products as he/she wishes. Product models which have been adjudicated in a previous Red Dot Award: Product Design are excluded from the competition.

Entries to the category "Urban design and public spaces" must already be realised by the time they are submitted. Moreover, their realisation may not date back further than two years from the date of registration 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 the 50 free registrations for the Red Dot Award: Product Design 2016. A prerequisite for participation is that the submitted product is being manufactured in series and that it was not available on the market before 1 January 2014 yet that it will be before 1 July 2016. 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 <http://red-dot.de/pd/award/red-dot-young-professionals/?lang=en>.

2. The Participant is allowed to register his/her product in multiple different product categories. However, every entry into an additional category shall be considered as a separate submission, meaning that it requires a separate registration and a separate, i.e., additional, product delivery. Furthermore, all conditions mentioned in the Terms & Conditions shall apply.

3. Only registrations submitted on time and in due form will be admitted to the competition. Images and texts 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.
  5. Furthermore, the Participant is committed to provide a product description (in English and German) of at least 500 characters (including spaces) for each registered product as well as printable illustration material (a maximum of 2 images) for the purpose of optimal presentation before the jury.
  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 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.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 shall be published on the Internet by the Organiser together with the announcement of the rankings.
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 (yet) entitled to use the Red Dot winner label for that purpose. For this, he must first pay an additional fee, namely for the obligatory purchase of the Winner Package, which covers the use of the winner label and the presentations in the yearbook, Red Dot Online, Red Dot App and in the Red Dot Design Museum Essen. With the payment of this fee, the award winner acquires the right to use the Red Dot winner label within the meaning of Section 3.3. The current price list is available online. 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.

In any case of a premature disclosure of an award by the award winner to a third party as per Section 3.2, or of the use of the Red Dot winner label without the above-mentioned prior acquisition of usage rights, the Participant shall be obligated to pay a contractual penalty of the amount of 30,000 EUR plus German VAT, where applicable, to Red Dot GmbH & Co. KG. 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.

## 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 product presentation for the judging.
  2. The Organiser reserves the right to reassign, either before or during the adjudication, a product submitted in a specific product category to another product category in order to optimise the adjudication 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. All entrants admitted to the competition are advised of the results of the adjudication. The jury is not obliged to justify its decisions.
4. Upon the acquisition of the rights of use of the Red Dot winner label according to the previous paragraph (Section 3.3), the Red Dot winner label shall 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 original equipment manufacturer is allowed only after Red Dot GmbH & Co. KG 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 Red Dot GmbH & Co. KG. In that case, Red Dot GmbH & Co. KG commits itself to providing the winner with the Red Dot winner label until the end of the product cycle lifetime.

A renewed winner label royalty will definitely incur a fee if the award-winning product is marketed by the original equipment manufacturer under a brand name that was not presented to the jury for evaluation in Essen, Germany.

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

1. Individual products or genuine product families may receive the awards "Red Dot: Best of the Best", "Red Dot" or "Honourable Mention".
2. The award winner may not communicate his or her award (be it through the Red Dot winner label or any other means; see the following subsection 3) to third parties until the Organiser has made a public announcement of the winners. The award winner will be specifically notified of that date by the Organiser.

The publication of the result notification by the Participant is not permitted.

## Section 4 Legal Consequences 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 guided tour and the club card in the Red Dot Design Museum Essen, and the

documentation of the award with a certificate (see Section 3) as well as the press service, the contractual partner of the award winner is Design Zentrum Nordrhein Westfalen e. V., Gelsenkirchener Str. 181, 45309 Essen, Germany. By contrast, for all services concerning the winner label and the presentations in the yearbook, Red Dot Online and Red Dot App, the contractual partner of the award winner is Red Dot GmbH & Co. KG, Design Publisher, Gelsenkirchener Str. 181, 45309 Essen, Germany.

## II. Winner Package

The Winner Package consists of the use of the Red Dot winner label and the presentations of the award-winning product in the international Red Dot Design Yearbook, Red Dot Online, the Red Dot App (Apple App Store & Google Play Store), and the Red Dot Design Museum Essen (see II.1.). In the case of an award, the winner is obliged to accept and purchase the full Winner Package as a complete package.

Red Dot GmbH & Co. KG offers the award winner a choice of different sizes for the presentation in the yearbook. The number of exhibit pieces that may be displayed in the museum space depends on the size of the awarded product. Design Zentrum Nordrhein Westfalen e. V. decides on the arrangement of exhibit pieces in the museum space.

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

Regardless of the respective contractual partner, invoices for the Winner Package are issued only by Red Dot GmbH & Co. KG, and are sent together with the order confirmation by email to the award winner.

If a product has been entered to two categories and wins an award in both, then the label usage fee and the physical presentation in the Red Dot Design Museum Essen do not apply for the second category. However, the second yearbook entry as well as participating in the Online Presentation and the Red Dot App are mandatory for the second entry and will incur a fee for the Participant.

### 1. Red Dot Design Museum:

Design Zentrum Nordrhein Westfalen e. V. undertakes to provide the following services: Design Zentrum Nordrhein Westfalen e. V. undertakes to present products awarded with a Red Dot or Red Dot: Best of the Best in the Red Dot Design Museum Essen for a fee for at least one year, and to present products distinguished with Honourable Mention for a fee as a poster for one year in the Red Dot Design Museum Essen. In addition it presents the award-winning product for a period of four weeks in the special exhibition of all winners of the current year's "Design on Stage" in the Red Dot Design Museum Essen. 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 for the exhibition in the Red Dot Design Museum Essen; for example, it could be presented as a film, on a poster or in the original.

Furthermore, the Organiser reserves the right to present the award-winning products in the Red Dot Design Museum Singapore, in the Red Dot Design Museum Taipei and at other exhibitions throughout the world (also in museums with which a cooperation is in place). The Organiser shall carry out the creation of all exhibitions and, consequently, the decision on

the form of the presentation of the individual products. The Organiser's choice of the presentation location and exhibition services is the object of the booked Winner Package and shall not be objected to by the winner.

At the opening of the special exhibition, the Red Dot Design Museum Essen shall organise a press tour for presentation of the award-winning products. The press service ensures that all the award winners are announced and presented to the media – press, radio and television. The award winners receive the press releases on the results of the competition for their own use. In addition, the award-winning company receives a guided tour of the special exhibition for up to 25 persons.

Furthermore, the award winner shall receive a club card for two persons from Design Zentrum Nordrhein Westfalen e. V. entitling him or her to free admission to the Red Dot Design Museum Essen for one year. The Organiser shall send the club card by regular mail to the address indicated by the Participant in the registration.

Following the award ceremony, Design Zentrum Nordrhein Westfalen e. V. commits to shall hand the award winner is sue the award certificatethe award winn, namely one copy to era representative of , i.e. the manufacturing company and one copy to the responsible designer , one certificate each (Section 3) documenting the distinction after the award ceremony. In the case that the award winner is not present to receive the award or the certificate, the latter shall be sent to the applicant by regular mail.

### 2. Yearbook, Online Presentation, App:

Red Dot GmbH & Co. KG undertakes to provide the following services: Red Dot GmbH & Co. KG presents the award-winning product in the international yearbook for the year of the award. The fee for booking an entry in the yearbook includes writing, translation, editing and proof-reading, layout, preliminary print, and colour adjustment. For each award-winning product, the award winner shall also receive the volume of the yearbook, in the hardcover version, in which the award-winning product is represented, as a complimentary copy. Furthermore the award-winning product will be presented on Red Dot Online and in the Red Dot App.

Red Dot winner label:

Red Dot GmbH & Co. KG moreover provides the award winner for the duration of the contract with the option of using the Red Dot winner label for his particular awarded product in form of a downloadable data package, as well as with the design manual (in which the permissible use of the logo is regulated).

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, showrooms, stores, corporate and consumer events, promotional events), TV, film & cinema (advertising spots, product films, image films), broadcasting.

Separate fees for the use of the label apply for the worldwide use of the Red Dot winner label on the awarded products as well as for the following materials (their prices are specified in the current price list):

Packaging for sales (product boxes), sales promotion materials (displays, display stands, bags, labels, product postcards), outdoor posters (large dimensions such as billboards, banners and advertising pillars), indoor posters (posters in DIN A0, DIN A1).

### 3. Regulations for the presentations:

Should a more extensive presentation not be agreed by the parties, the minimum sizes are deemed to be agreed. The minimum sizes are as follows:

1/1 exhibition unit in the Red Dot Design Museum Essen  
1/3 page in the international yearbook  
1/1 web page on Red Dot Online  
1/1 entry in the Red Dot App

The winners of the "Red Dot: Best of the Best" award are given a double page spread in the international yearbook. In addition, each product that received a "Red Dot: Best of the Best" award will be presented in the international Design Diary of the following year and as a web file (film) on the web page in the Online Presentation. The prizewinner shall receive the web file after the award ceremony (Red Dot Gala) for further use; the file shall be sent by email to the email address indicated by the applicant in the application.

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, i.e. Design Zentrum Nordrhein Westfalen e. V. or Red Dot GmbH & Co. KG. This applies in particular to the presentation in the international 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 feature on different pages, or in different chapters, or different volumes in the yearbook. The award-winning products will be labelled on the basis of the details of the online registration.

Red Dot GmbH & Co. KG and Design Zentrum Nordrhein Westfalen e. V. reserve 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 yearbook, the Online Presentation, the Red Dot Design Museum Essen and the Red Dot App 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, Red Dot GmbH & Co. KG 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 yearbook.

The presentation in the yearbook and in the Design Diary will undergo only one round of content approval through the client. The client will be asked to check the content closely and approve it in writing (online, via the approval module on [www.myreddot.de](http://www.myreddot.de)). The client shall respond within two working days after receiving the first draft sent by Red Dot GmbH & Co. KG, approving the content or notifying 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 client within the specified period, the presentation will feature as presented to the client in this first draft.

All further details are set out in the PDF "Red Dot Yearbook" and will be sent to the award winner together with the first layout and can likewise be consulted through the My Red Dot portal.

The data used for the yearbook are regarded as master data for the presentation in the Red Dot Design Museum Essen, on Red Dot Online and in the Red Dot App as well as for any further communication purposes (certificates, posters, etc.). Later changes can only be made against a fee. Advertising on products is prohibited.

Any text, images, audio files and other information published in this context shall be subject to the copyright of Red Dot GmbH & Co. KG or Design Zentrum Nordrhein Westfalen e. V.. A reproduction or rendition as a whole or in parts shall not be allowed without the written approval of the Organiser. The amount of the costs of such a reproduction shall be stipulated separately.

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

The award winner is obliged to make the products and documents required for the relevant presentation as detailed in the online registration available for the duration of the presentation. In the event of the documents necessary for publication not being received in time, the Organiser shall be entitled to publish the material submitted for the use of the jury (pictures and text) without the express permission of the client. In the event of material (see Section 1.5) in the requisite form, quantity or quality not being available, Red Dot GmbH & Co. KG 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 yearbook and the Red Dot 21 design portal. The cost of writing the text may run up to 300,00 EUR and that of making a photograph up to 3,000.00 EU, plus German VAT, where applicable.

4. In addition, Red Dot GmbH & Co. KG 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 Red Dot GmbH & Co. KG.
5. The award winner 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 current price list at the time at which the contract comes into effect, and which is available online.
6. The mutual obligations with regard to the presentation in the Red Dot Design Museum Essen, Red Dot Online and the Red Dot App come into effect on 1 July of the year of the competition and end on 30 June of the following year. The date of the award ceremony (Red Dot Gala) shall be significant as marking the beginning of the obligation to take part in the museum exhibition and/or the Online Presentation. The winner

products can be published not earlier than that day. Regarding the presentation in the Red Dot Design Museum Essen, Red Dot Online and the Red Dot App, the legal relationship can be cancelled at the earliest for 30 June of the following year.

A termination requires a three-month notice (receipt of notice of termination by 31 March of the following year). The relationship is automatically prolonged by twelve months unless it is not terminated by one of the parties with due notice. A termination of the relationship must be done in writing.

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