

2008 Design Award of the Federal Republic of Germany



1) BASIC PRINCIPLES

Following the resolution of the German Federal Ministry of Economics and Technology on 29 November 2004, the Design Award of the Federal Republic of Germany is presented annually; the German Design Council is charged with the organisation of the competition.

The following terms and conditions constitute the sole and entire contractual basis between the German Design Council and the participant in the submission, with respect to participation in the »2008 Design Award of the Federal Republic of Germany« (submission). The participant's terms and conditions are not recognized, even if they are not expressly excluded in individual instances by the German Design Council's own terms and conditions.

2) CONDITIONS FOR PARTICIPATION AND NOMINATION

Only those who have been nominated by Ministries of Economics / Senators from the individual German states or by their highest competent (state) authorities or by the Federal Ministry of Economics and Technology can take part in the competition for the Design Award of the Federal Republic of Germany. Consideration can be given only to items from the field of product design (standard production items from all sectors) and achievements in communication design for analogue and digital media which have already been selected in competitions at state level, in a selection process formally recognised by the individual state, (panel of judges) and / or in an international competition, and which are manufactured and / or designed in the European Economic Area (EEA). At the same time, only products and services are admitted which, at the time of nomination, are available on the German market and which were introduced onto the market no longer than five years previously. On request, the participant must furnish the German Design Council with appropriate proof to that effect. There is no limit to the number of nominations permitted.

3) REGISTRATION, SUBMISSION / SHIPPING AND INSURANCE OF PRODUCTS

The German Design Council notifies producers of the nominated items in writing of their invitation to participate in the competition. With this written communication, each participant receives a personal username and password, as well as a product ID for each nominated product. Nominees can register online by entering the username and password at www.designpreis.de/login. For those who wish to register by fax, there is a registration form, available as a PDF file, which can be downloaded at www.designpreis.de/login. Registration is binding; thereafter, participants may not withdraw. The handling fees mentioned in paragraph 5 cannot be reimbursed.

Submissions for the competition may be in the form of original products, models or, in exceptional circumstances, enlarged photographs and documents. All products and packaging must be clearly marked with the product ID provided. The organizers accept no responsibility for the loss of unidentified / unmarked products, and / or any resultant failure to be included in the nomination; all responsibility in this regard falls to the participant. It is also the responsibility of the participant to provide evidence, if required, that the product was correctly labelled.

All costs incurred in the shipping and return of items submitted are to be borne by the participant. The German Design Council undertakes to inform the participant immediately of any visible damage that has occurred in transit as soon as the product arrives. Products should be sent in packaging, which can be re-used for their return. In cases where this is not supplied, the German Design Council accepts no liability for any damage that may occur during the return transport. If a product is not successful in gaining an award, the participant must collect it / arrange for its collection within the stipulated period of time. Products sent by post will be returned by post, within the period of time advised by the German Design Council, with postage costs to be borne by the recipient. For items requiring to be returned abroad, (postage costs to be paid by the recipient), the international customer import reference number of the respective parcel service will be needed; otherwise it is not possible to return items. In this case, the participant exempts the German Design Council from all and any liability. Where participants fail to arrange for items to be collected within the stipulated period, the items will be sent, at the participant's own risk and expense, by a carrier, appointed by the German Design Council. Items which are larger than 60cm x 60cm x 60cm and / or with a total weight exceeding 30kg will incur storage charges. Participants will be charged at a rate of EUR 40 plus VAT, per item, per day. The German Design Council assumes no responsibility for assembling items, which are delivered in an unassembled state. Equally, no responsibility will be assumed for dismantling items prior to their return. There shall be no liability for loss or damage of items, unless it is the result of a deliberate act or of gross negligence on the part of the German Design Council, its lawful representatives or employees; the liability of the German Design Council in respect of gross negligence shall be limited to a maximum of EUR 3,000. It is the responsibility of participants to take out all necessary insurances for submitted items. Graphic and textual material submitted by participants will not be returned.

4) PREVENTION OF ACCIDENTS

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

5) HANDLING FEES

A handling fee of EUR 210 plus VAT, is levied for each item submitted. Participants receive an invoice from the Design Council, payable immediately on receipt.

6) ADDITIONAL SERVICES OFFERED BY THE GERMAN DESIGN COUNCIL

If a product receives the Design Award of the Federal Republic of Germany, it is displayed in a public exhibition, which is organized in parallel with the award ceremony. Furthermore, the German Design Council organizes displays of the Design Award exhibition both in Germany and abroad.

To document the Design Award of the Federal Republic of Germany a bi-lingual publication is produced and distributed via booksellers. There is also a dedicated website. The winning company and the designer each receive two free copies of the catalogue. Further copies are available to award-winners at a special rate.

The award entitles the winner to the unlimited use of the official Design Award logo in the labelling and advertising of the winning product.

For the aforementioned services, the Design Council charges the participant with the award-winning product a contribution towards costs amounting to EUR 2,900 plus VAT, per winning product. This sum must be paid before the Design Award of the Federal Republic of Germany can be conferred. The Design Award will not be conferred if the said costs have not been paid to the German Design Council in full and by the due date.

Participants, who, for economic reasons, are not in a position to bear the associated costs can, in appropriate cases, apply for the costs to be waived. Participants wishing to apply for this option should contact the German Design Council to this end before registering for the competition.

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7) PUBLICATION

At additional cost, participants may request extra pages; these will attract a fee of EUR 580 plus VAT, per page. The visual appearance of such pages will conform to the overall layout of the catalogue and will be designed by the German Design Council in accordance with the text and illustrations submitted by the participant. The participant has no claim to influence on the composition and layout of individual pages. The German Design Council's liability is limited to wilful or grossly negligent errors, in accordance with the stipulations set out in paragraph 3. The participant will receive one free copy of the catalogue for each additional page requested. Text and / or graphic material that do not reach the German Design Council by the due date cannot be included, even where participants have received confirmation of their contractual reservation of the space in the publication. However, the charges for inclusion will remain payable. The German Design Council reserves the right, based on coherent factual justification, to reject submissions for inclusion because of their technical form or their provenance; the same applies if the content is in breach of the law or of official regulations, or if the contents are unacceptable to the German Design Council. If the participant's entry is rejected, then the participant must reimburse the German Design Council for any costs incurred hitherto. If an entry is wholly or partly illegible or is not printed in its entirety, the participant has claim to a reduction in price, to the extent to which the purport of the entry is diminished, or to another, entirely satisfactory entry.

8) JUDGING

An independent and expert jury of ten members adjudicates on the Design Award. The jury is composed of members from industry, the universities, the world of design and the media. The jury's assessment is subject to the following criteria: • Aesthetics • Design quality • Ecological compatibility, ecological quality • Ergonomics • Functionality and ease of use • Innovativeness • Longevity • Overall concept • Production quality • Safety and accessibility for the disabled • Symbolic and emotional content • Technical quality, technical function, production technology • Utility value. The above order is alphabetical and does not imply any rank order for the jury's judging criteria. The judges' decision is confirmed in writing with an indication of their reasons for the award, and is subsequently released by the Federal Ministry of Economics and Technology. The jury's decision is final and there shall be no legal recourse.

9) INTELLECTUAL PROPERTY RIGHTS

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

10) LIABILITY

No claims from participants may arise, if, because of circumstances beyond the control of the German Design Council, it proves impossible to release either the book »2008 Design Award of The Federal Republic of Germany« or the Internet presentation either in their entirety or at the prescribed time. Moreover, the liability of the German Design Council is limited by the stipulations set out in paragraph 3.

11) CONTRACTUAL AGREEMENT, COURT OF JURISDICTION

By signing the registration form, participants agree to the rules of the competition as set out in the materials sent out with the call for submissions and to the terms and conditions of the competition herein contained, and they further agree to participate in the exhibition. The designated place of business (place of fulfilment) and court of jurisdiction for contracts is Frankfurt am Main. Disputes arising from dealings with persons representing business organizations, or with individuals or groups who are persons under public law or represent special funds under public law, shall be referred to the court of jurisdiction in Frankfurt am Main.

12) ORGANISATION

Competition office and contacts for further enquiries:
Rat für Formgebung/German Design Council
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