

ABC Award 2021



1. FOUNDATIONS

The ABC Award is presented annually by the German Design Council. The competition is organised by the Rat für Formgebung Service GmbH (German Design Council).

The following General Terms and Conditions form the exclusive contractual basis for participation in the ABC Award 2021 (Award) between the German Design Council and the award registrant. The registrant's Terms and Conditions are not recognised, even if the German Design Council does not expressly object to them in individual cases.

2. PREREQUISITES FOR PARTICIPATION

Award entries (projects) which can be assigned to at least one of the following categories, may participate in the award:

COMMUNICATION

Brand Design • Campaign • Corporate Publishing • Digital • Architecture • Events

TRANSPORTATION

Commercial • Public • Individual

MOBILITY & INNOVATION

Structure • Smart & Digital • Transformation/Transdisciplinary

Only projects that were launched on the market or made public no more than five years ago are permitted. The registrant must provide suitable proof of this at the German Design Council's request.

The number of registrations is not limited. It is possible to submit projects in up to multiple different categories at the same time. A project can be awarded in several categories.

3. JUDGING

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

Overall concept • Aesthetics • Individuality • Functionality • Design quality • Innovativeness • Sustainability • Continuity • Future viability

The preceding list does not represent a ranking of the criteria and assessments for the jury. The jury's decision will be confirmed in writing. Any legal recourse is excluded.

If a released project has not been delivered to the jury session within the specified period, the jury reserves the right to use the project for evaluation on the basis of the released data from the registration at <https://mdc.german-design-council.de> (MDC) (see section 4.1). A decision of the jury based on this information is also valid.

Within the jury session, the jury is entitled to change the category of the project in which an award is given.

4. REGISTRATION, SUBMISSION AND INSURANCE OF PROJECTS

4.1 The German Design Council will send registrants a written invitation to take part in the award. The letter contains a personal password and login for each registrant. All projects can be registered to the award in the personal login area at the MDC. Projects can be registered online following approval of the project details and after reading and confirming the General Terms and Conditions for the award.

Registration is binding and commits the registrant to complete payment of the relevant fees and costs. The German Design Council grants free cancellation of the registration if addressed in written form to abc@gdc.de within 14 days of the date of registration (the non-delivery of material for the project evaluation by the jury will not be considered a cancellation). After the expiry of the 14-day period, the fees/costs at registration specified in section 6 are no longer refundable and the registrant's right to withdraw expires.

The registrant is authorised to carry out the registration process. The contract is concluded exclusively in digital form and is not exchanged in paper form.

In the event of an award, the registrant's details and those of the registered projects will be used for the award online exhibition, press releases, the ABC catalogue and are processed in accordance with the legislator's privacy regulations. The German Design Council assumes no liability for incorrect or erroneous information.

4.2 For the jury session, the registrant may upload image and text material at the online registration or submit original products, presentation charts or models from the projects for the award. The data can be provided via downloadlink (e.g. Wettransfer, Dropbox, etc).

If the German or English project text is not available at the time of registration, the German Design Council will provide a translation, but assumes no liability for the content.

All projects/product samples (and packaging) must be marked with the provided project ID and these must be clearly visible on delivery. Loss and/or non-consideration of unmarked projects are at the registrant's own expense. The burden of proof for proper labelling lies with the registrant.

The type of delivery and collection depends on the choice made at registration.

4.3 The costs and all risks of transport for the delivery and removal of the registered projects shall be borne exclusively by the registrant. The German Design Council undertakes to inform the registrant immediately of any visible transport damage upon receipt of the projects. For projects delivered from abroad, the registrant must clear all necessary customs procedures at their own expense. The German Design Council accepts no liability for destruction, theft and/or damage for the duration of the projects' submission period. All necessary insurance should be taken out before registering.

All deliveries by carriers and/or delivery companies must be at ground level. A loading ramp is not available. If a supplier cannot unload a project independently and requires auxiliary material (forklift, pallet truck, or similar) for unloading, the client (registrant) accepts any costs incurred by the additional work. The costs will be invoiced to the registrant after the jury session. If additional work (e.g. plug replacement, current transformer, etc.) is required for the presentation at the jury session, the registrant accepts any costs that could incur. The costs will be charged to the registrant after the jury session.

4.4 Projects must be delivered in packaging that can be reused for return shipment and is safe for transport. If this is not the case, the German Design Council accepts no liability for any damage caused during return transport.

4.5 The registrant must collect the project by the specified deadline. Whoever comes to collect the project must be able to identify themselves and specify the project ID for the project they wish to collect. Freight forwarders or courier services must present an order from the registrant with the project ID of the project to be collected. If this is not the case, the German Design Council reserves the right not to hand over the project. Projects that have not been collected by the registrant by the deadline specified in the registration documents will subsequently be stored for ten working days subject to a fee (40.00 EUR/project/day, plus any special costs for transport) and then disposed of at the registrant's expense (40.00 EUR/project plus any extra cost for disposal).

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At the registrant's request, the return shipment to non-EU countries can be carried out by a forwarding agency commissioned by the German Design Council by way of an individual shipping offer with costs. Orders for individual delivery must reach the forwarding agent before the jury session. If no individual delivery is requested, the periods stated in the registration documents shall apply.

Following self-assembly, the registrant must take any packaging material with them. It is possible to store this temporarily at the Frankfurt Exhibition Centre until disassembly. A flat fee of 60.00 EUR per cubic metre will be charged to the registrant.

4.6 If the German Design Council is commissioned to assemble projects supplied in a disassembled state, the German Design Council assumes liability in accordance with the following regulation. The registrant undertakes to provide appropriate installation instructions in German or English. The same applies to the disassembly of the project for return transport. Liability for loss of or damage to the projects is excluded, unless the German Design Council, its legal representatives or vicarious agents are charged with intent or gross negligence; the German Design Council's liability for negligent conduct is limited to a maximum value of 1,500.00 EUR, irrespective of the number of projects submitted by the same registrant.

The German Design Council shall not be liable for any damage arising during assembly and/or dismantling, unless an order has been placed. If a project is delivered disassembled and there is no order for assembly by the German Design Council, the German Design Council is entitled to assemble the project, but assumes no liability for damage incurred during assembly or disassembly.

4.7 The German Design Council recommends that the registrant take out all necessary insurance.

4.8 If the registrant has chosen to provide presentation charts via Printing Service during the online registration for the award, the print-ready data (PDF) must be uploaded by the specified deadline after successful online approval. Print data submitted after the deadline will not be considered. For the evaluation, data is then taken from the MDC (to be seen under section 4.1).

The costs for the optionally bookable Printing Service (to be seen under section 6) will be invoiced in addition to the registration fees. The service includes printing and production of the presentation charts (DIN A2, up to 2 or 4 pieces) as well as delivery to the jury session. Registrants will receive an invoice for these costs. A return shipment after the jury session is not included. Unless otherwise notified by the registrant, the presentation charts will be disposed of after the jury session.

4.9 For registrants who have their registered office in China, Taiwan, Macao SAR oder Hong Kong SAR, the operative implementation (control of the registration, handling of the projects, invoicing and receipt of payment for the German Design Council) will be taken over by their subsidiary, German Design Council (Shanghai) Co. Ltd, Shanghai, China (details under following section 12).

5. PREVENTION OF ACCIDENTS

If projects are usable or are exhibited or demonstrated in an operative state, they must comply with the statutory and trade association regulations in Germany, in particular the accident prevention regulations, and must be provided with the safeguards prescribed by law in Germany. The registrant is solely liable for any damage caused by installed objects. The registrant must also indemnify the German Design Council without limitation against any claims for damages by third parties.

Any damage that occurs during the jury session must be reported immediately within one week to the German Design Council. A description of the damage, along with pictorial documentation of the damage, must be included.

6. FEES/COSTS**6.1 Fees/Costs at registration**

Fees at registration

Award registration per project*	290.00 EUR
Award registration per project by 12.04.2021*	240.00 EUR

* If a project is registered in several categories, the fee must be paid only once at the time of registration.

Costs at registration

Organizational fee project samples*	Size S	90.00 EUR
	Size M	190.00 EUR
	Size L	290.00 EUR
	Vehicles	690.00 EUR
Organizational fee digital submission		90.00 EUR
Organizational fee presentation charts		90.00 EUR

Optionally bookable printing service

Up to 2 presentation charts (DIN A2 format)	170.00 EUR
Up to 2 presentation charts (DIN A2 format)	230.00 EUR

* The organizational fee for the jury session depend on the size of the projects. These costs are also calculated upon self-assembly of the projects:

Size S: Length/width/height of the project each up to 1 m and up to 10 kg

Size M: Length/width/height of the project each up to 2 m and up to 100 kg

Size L: Length/width/height of the project each over 2 m and over 100 kg (except vehicles)

Size Vehicles: presentation in vehicles

6.2 Payment

The registrant will receive an invoice for the fees and costs at registration (applies only to registrants from Germany). Registrants from outside Germany pay either by PayPal or by credit card; the data processed in the credit card payment process is carried out by the third party payment processor, its General Terms and Conditions apply. Companies from third countries (outside the EU and EFTA) are obliged to provide a company certificate. All prices are per registered project plus the applicable statutory value added tax.

If the German Design Council does not receive payment on time, it reserves the right not to present the registered project to the jury.

With a valid registration, the registrant is obliged to pay the fees and costs. Failure to pay the registration fee does not result in deregistration or termination; the contractual obligations entered into therefore remain in force.

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6.3 Service fees/Costs for winners

Service fees for winners

Special Mention*	1,990.00 EUR
Winner*	2,190.00 EUR
Best of Best**	2,790.00 EUR
Special Categories***	4,800.00 EUR

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

* Includes an entry in the ABC catalogue (1 page), in the ABC online gallery as well two certificates, participation in the gala dinner and Integration into press work.

**Includes an entry in the ABC catalogue (1 page), in the ABC online gallery as well two certificates (one in a premium frame), participation in the gala dinner and Integration into press work.

***Includes an entry in the ABC catalogue (4 pages), in the ABC online gallery as well two certificates (one in a premium frame), a prize sculpture, participation in the gala dinner including press photo/ personal appreciation by a laudator and Integration into press work.

6.4 Payment Service Fees/ Costs for winners

The registrant will receive an invoice for these service fees and costs for winners. All prices are per award plus the applicable statutory value added tax. Companies from third countries (outside the EU and EFTA) are obliged to provide a company certificate. Selection/non-use of the services in case of an award is excluded. The German Design Council is entitled to assert additional claims for damages if the relevant service fees/costs for winners have not been received in due time.

Even if the project is not submitted in original, digital or chart form, the German Design Council reserves the right to present this project to the jury with the images submitted in the online registration. In this case, this project can also be awarded accordingly, with all associated costs and fees.

6.5 If the service fees/costs for winners (to be seen under section 6.3) are not paid within the payment period of the first invoice, there is no claim to the services of the corresponding service package.

7. PUBLICATIONS

7.1 To document the award, a publication of the winners is published in the catalogue as well as in the online gallery. The German Design Council is responsible for the design of all documentation.

7.2 The German Design Council is only liable to the extent specified in section 4.1 for intentional or grossly negligent design errors. In the event that the printing of the entry is partly or totally illegible or incomplete, the registrant has the right to a price reduction to the extent the purpose of the entry was impaired or to a flawless replacement entry. A refund of service fees/costs for winners is not possible.

7.3 For the publication (catalogue and online gallery), the German Design Council will use the text and/or image material which the registration has already provided in connection with the registration pursuant to section 4.

Before publication, the registrant receives a request from the German Design Council to release the text and/or images for this purpose. If the data is not released within the specified period, the German Design Council will use the text and/or images that the registrant has already provided in connection with the registra-

tion according to section 4 above.

When making the images available, the registrant is expressly obliged to inform the German Design Council whether third parties (e.g. photographers) are to be named in the publication. The metadata submitted by the registrant with the photograph, if provided by the registrant, remain unchanged. In all other respects, reference is made in section 8.

The graphic appearance of this website corresponds to the overall layout of the catalogue and is designed by the German Design Council according to the picture and text templates of the registrants. The registrant has no entitlement to influence the design and arrangement of the booked page.

If the service fees/costs for winners (specified under section 6.3) are not paid within the payment period, no claim exists for entry in the catalogue.

7.4 The German Design Council reserves the right to refuse entries on the basis of uniform, objectively justified principles due to their technical form or origin; the same applies if the content violates laws or official regulations or if publication is unreasonable for the German Design Council. If the registrant is responsible for the refusal, the costs incurred up to that point must be reimbursed to the German Design Council. Any claims for damages are excluded; in all other cases, the German Design Council is liable in accordance with the provisions of section 4.6. The registrant of the award-winning project will receive one free copy of the catalogue, even in the case of multiple awards.

7.5 The Services (catalogue and certificates) will be sent to the address provided by the registrant after the award ceremony. If delivery is not possible, it will not be repeated. Due to incorrect information, any costs for a new delivery must be covered by the registrant.

8. INDUSTRIAL PROPERTY RIGHTS

8.1 Projects that violate an industrial property right (trademark, brand name, utility model, patent or similar) are excluded from participation. Each registrant must inform the German Design Council whether any legal proceedings (competition, patent, trademark or copyright disputes in connection with the registered project) are pending with regard to the registered project. Only the registrant is liable for damages, in particular for claims by third parties arising from the violation of these General Terms and Conditions; the registrant shall also indemnify the German Design Council against all claims upon first request.

8.2 The copyrights to the projects submitted to the award (photos, videos and texts) remain with the respective registrant at all times. The registrant grants the German Design Council the rights of use and publication for the award and the associated services. In particular, the registrant must ensure that the corresponding rights of use (e.g. of photographs) exists. The registrant shall be exclusively liable for all damages incurred by the German Design Council as a result of the violation of these (possibly insufficient) rights of use and shall indemnify the German Design Council against all claims upon first request. The registrant is not entitled to a usage fee.

When photos are uploaded, it is not guaranteed that the metadata of the image will always be maintained. Only the registrant is liable for damages, in particular for claims by third parties resulting out of any inaccuracies and associated claims by third parties through the metadata indicated; the registrant shall also indemnify the German Design Council against all claims upon first request.

8.3 Photographs and video material taken on behalf of the German Design Council at events shall be used by the German Design Council exclusively for documentation, reporting and advertising purposes. By registering, the registrant agrees to this use. This consent can be revoked informally at any time (e.g. by email to the address presse@german-design-council.de or in writing to the German Design Council).

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9. GERMAN DESIGN COUNCIL'S LIABILITY

Should it not be possible to publish the ABC Award catalogue, the ABC Award online gallery or to hold the award ceremony in full or on time due to force majeure, the registrant derives no claims from this. In all other cases, German Design Councils liable in accordance with the provisions under section 4.6.

10. SEVERABILITY CLAUSE

Should individual provisions of these General Terms and Conditions be invalid or unenforceable or become invalid or unenforceable after conclusion of the contract, this shall not affect the validity of the remainder of the contract. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision whose effects come closest to the economic objective pursued by the contracting parties with the invalid or unenforceable provision. The above provisions shall apply accordingly in the event that the contract proves to be incomplete.

11. ACKNOWLEDGEMENT, PLACE OF JURISDICTION

At the time of registration specified under section 4 above, the registrant confirms that they have read and understood these General Terms and Conditions. Acknowledgement of these General Terms and Conditions is documented by the successful confirmation of registration at the latest. A successful registration only results from previous confirmation of these General Terms and Conditions. This confirmation certifies that the registrant has read, understood and accepted the General Terms and Conditions. The award conducted on the basis of these General Terms and Conditions is not intended for consumers. The registrant hereby agrees that their project will be entered to the award.

The place of performance and jurisdiction for the contract is Frankfurt am Main. In business transactions with merchants, legal entities under public law or special funds under public law, the place of jurisdiction for legal actions is Frankfurt am Main.

12. ORGANISATION

Branch office of the competition and contact for queries:

Rat für Formgebung Service GmbH
Messeturm
Friedrich-Ebert-Anlage 49
60327 Frankfurt am Main
T. 49 (0)69 247 448 600
F. 49 (0)69 247 448 700
abc@gdc.de

Branch office of the award for registrants located in the PRC, Taiwan, Macao SAR and Hong Kong SAR:

German Design Council (Shanghai) Co., Ltd.

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