

General Terms & Conditions with respect to the German Ecodesign Award from the International Design Center Berlin e. V. (IDZ)

Preamble

The German Ecodesign Award is jointly presented by the Federal Ministry for the Environment, Nature Conservation, Nuclear Safety and Consumer Protection (BMUV) and the German Environment Agency (UBA). The International Design Center Berlin e.V. (IDZ) has been entrusted with the development of the competition format and the implementation of the competition.

The competition aims to promote sustainable production and sustainable consumption. Alongside the consumer and durable goods sector, submissions from the areas of capital goods, as well as sustainable services, system solutions and future-oriented concepts are all welcomed. The German Ecodesign Award is not limited to specific sectors or design fields. Products, services and concepts can originate from all manner of sectors, including the automotive industry, construction, the furniture industry, mechanical engineering, textiles and beyond. Competition submissions must be characterised by high design quality and environmental compatibility over the entire life cycle, and must feature a high level of innovation.

§1 Scope

The following terms and conditions apply to all legal relationships of the International Design Center Berlin e.V. (IDZ) (hereinafter: 'Organiser') with respect to the competition contestants (hereinafter: 'Participant'). The participants are those companies or students that have submitted an entry and/or application to the competition. Conditions that deviate from these General Terms & Conditions will only be effective if they are confirmed in writing by the Organiser.

§2 Eligibility Requirements

1. The German Ecodesign Award is aimed at companies in all sectors and of all sizes. Start-ups or market leaders, local providers or global players are all addressed, alongside design studios, marketing agencies, architectural or engineering offices, research institutes, non-profit organisations, universities and students. Thereby, it is essential that the submitted product is available on the German market, or in the case of services and concepts that they are oriented towards this market. International companies are also permitted to participate in the competition under these premises. In the Young Talent category, the competition is open to students and graduates who have completed their studies no more than one year previously (cut-off date is the opening day for submissions).
2. To ensure that the competition process as environmentally friendly as possible, application for the competition will take place exclusively online via the German Ecodesign Award website (www.bundespreis-ecodesign.de/en). Special arrangements can be made with the Organiser if online procedures represent an obstacle for a Participant.
3. Each Participant can make numerous applications; for each application, a separate application form must be filled out and a fee paid.
4. The Participant is obliged to answer all questions truthfully and to submit the reque-

sted image- and text materials. All texts must be drawn up in German or English.

5. Only those applications that are submitted in a prompt and correct fashion can take part in the competition process. The following deadlines will apply, as stipulated on the German Ecodesign Award website. The online application must be completed in full by 24:00 on the cut-off date.
6. The competition will be awarded in the following categories:
 - a) *Product*

In the 'Product' competition category, products can be submitted that are available on the German market, as well as market-ready prototypes which introduction in the German market must be planned in the foreseeable future.
 - b) *Service*

Services and system solutions that are offered on the German market can be submitted in the 'Service' competition category.
 - c) *Concept*

Pioneering concepts, studies and pilot projects can be submitted to the 'Concept' competition category.
 - d) *Young Talent*

Students and recent graduates can apply for the Young Talent Award. The respective studies must not have been completed more than one year previously (cut-off date is the opening day for submissions). The Young Talent awards are endowed with a total of €1,000 (in words: one thousand euros).

§3 Registration fee and terms of payment

1. In the 'Product', 'Service' and 'Concept' categories, a fee will be charged to participate in the competition process. This will help to ensure the implementation of the competition at the highest technical standards and according to sustainable criteria.
2. No fee will be charged in the 'Young Talent' category.
3. The size of the fee will be determined before the start of the call for tenders. The amount due depends on the number of employees of the company. The classification according to the number of employees follows EU Recommendation 2003/361. In 2022 it is:
 - € 250.00 (in words: two hundred and fifty euros) net for companies with up to 10 (in words: ten) employees
 - € 500.00 (in words: five hundred euros) net for companies with 11 to 50 (in words: eleven to fifty) employees
 - € 750.00 (in words: seven hundred and fifty euros) net for companies with 51 to 250 (in words: fifty one to two hundred and fifty) employees
 - € 1.000.00 (in words: thousand euros) net companies with over 250 (in words: two hundred and fifty) employees
4. For self-employed persons and companies in the start-up phase who do not have a significant turnover, we offer a reduced participation fee of € 50.00 euro (in words: fifty euros) net per submission after individual case assessment.
5. In the course of the application process the Participant must truthfully declare the number of employees, from which the appropriate fee will be deduced. In the event of false declaration the Participant will be excluded from the competition process (see §9).
6. Payment will be due upon receipt of invoice following successful submission to the competition. The Participant will be in default of payment if the relevant fee is not paid by 14 days after receipt of the invoice.

54 Competition Process

1. Following the end of the application period, the Organiser will review all applications for eligibility and completeness. If required, the Organiser can request additional information from the Participant in the course of these proceedings.
2. If the classification chosen by the Participant proves to be inaccurate, the Organiser reserves the right, where applicable, to classify an application in a different category than that specified by the Participant.
3. a) The Organiser will forward all complete applications that meet the eligibility requirements to an expert panel, which will review them according to ecological and design quality and which will conduct a pre-selection from all submissions on the basis of the criteria matrix.
b) The expert panel is composed of experts from the German Environment Agency and members of the Advisory Board.
4. a) After preselection has been completed, the participants that have been approved for the judging procedure are encouraged to make their original competition entry available to the Organiser. The transportation costs of the delivery and collection of entries, and where applicable of the storage, will be borne by the Participant.
b) Participants whose entries are not approved by the expert panel for further participation in the competition process will be informed in writing by the Organiser.
5. The judging procedure will take place in two stages:
 - a) In the first stage an interdisciplinary expert jury will determine a limited number of nominees. These will be entitled to use the title of 'German Ecodesign Award nominated' and to use the corresponding logo. (see §6, Paragraph 2)
 - b) In the second stage the winners will be determined by the jury. These will receive the 'German Ecodesign Award' as well as the right to use the award to advertise themselves on this basis and to use the logo. (see §6, Paragraph 2)
 - c) The jury members will be decided upon by the Organiser (in close coordination with the BMUV and UBA); the composition will be announced on the German Ecodesign Award website.
 - d) Submissions in which any jury member has been involved in the development, design or production are excluded from the competition. An exception is made here for collaborations in the context of higher education.
6. The jury sessions are not public. All entries submitted to the jury will be viewed only by competition initiators, the judges, the organisers and possibly other persons authorised by the organisers.
7. Decisions will be made by simple majority vote. Participants approved for adjudication will be informed of the outcome by the Organiser.
8. All submissions admitted for adjudication will be informed in writing by the organiser of the outcome of the jury meeting. Nominees will be publicly announced immediately after the jury meetings (on the German Ecodesign Award website, via mailing lists and social media channels of the organiser, as well as in a media release with BMUV and UBA). These will be granted use of the logo "German Ecodesign Award nominated". Eventual winners from among the nominees will be contacted separately and informed about subsequent steps. Winners will be publicly announced at the awards ceremony.
9. Plans for the competition include making the exhibition of adjudicated submissions open to the media and public. The transportation costs of the delivery and collection of entries, and where applicable of the storage, will be borne by the Participant.

§5 Transportation, storage and insurance | Presentation of the winning entries

1. The Participant is responsible for the delivery and collection of competition entries that reach the final rounds and which are approved for the judging procedure (see §4, Section 4, Point a). The Participant will organise and bear the costs of the transportation and of the storage, where applicable.
2. The location and time for delivery and collection will be determined by the Organiser and communicated to the Participant. If a return by post is agreed, the Participant must use reusable transport packaging. The cost of returning the entries will be borne by the Participant. After the jury meeting, winning entries will be retained for the purposes of display at the awards ceremony.
3. All entries travel at the risk of the Participant. The Organiser offers no insurance for the entries; Participants are responsible for taking out their own insurance, if desired (see also §7, Paragraph 1).
4. Competition entries must be delivered in a form that is suitable for evaluation by the jury (e.g. fully assembled). For products that are delivered in separate parts, assembly must take place on location either by the Participant or by a person authorised by them. The same applies for disassembly for collection. A separate agreement between the Organiser and the Participant must be made for particularly large and bulky items.
5. The intention is to present the winning entries in a travelling exhibition. The decision on this is made by the organiser in consultation with the awarding bodies and in dependence on the and depending on the financial and spatial circumstances. The transportation costs of the delivery and collection of entries, and where applicable of the storage, will be borne by the Participant.

§6 Awards Ceremony

1. The honouring of the award winners and the presenting of the German Ecodesign Award will take place as part of a public event. The time and location will be determined by the Organiser (in coordination with the BMUV and UBA) and communicated to the participants.
2. Certificates and logos for own use (in digital form) will be made available to nominees and award winners. Their cooperation partners and team members are allowed to use the logo. The logo can only be used in advertising or promotion in conjunction with the actual winning entry. The winners also receive a trophy.
3. The award winners in all four competition categories as well as all entries nominated by the jury will be included in the online exhibition on the German Ecodesign Award website.
4. The Organiser will decide upon the form and style of presentation; a content-related consultation with the Participant will take place prior to the presentation.

§7 Liability

1. The Organiser is only liable for damage to or loss of a competition entry in cases of intent or gross negligence. The Participant is advised to take out transportation and exhibition insurance to protect against any damage, loss or theft during transportation, storage, the judging procedure and where applicable the travelling exhibition.
2. The Organiser assumes no liability for the infringement of rights of third parties by the Participant or their competition entry, and does not guarantee that the rights of third

parties are not infringed by the submitted applications.

§8 Proprietary Rights

1. For all competition proceedings, the Participant grants the Organiser non-exclusive rights of use for all provided data and information relating to the Participant and the competition entry (images, texts, documents, certificates etc). These rights are free of charge and without limitation as to time, place or content. This applies to all types of use that arise in connection with the German Ecodesign Award: for publication on the Internet, in printed material, on data carriers etc, as well as for any advertising relating to the German Ecodesign Award and the competition entries.
2. Upon request from the press and/or related bodies, the Organiser is entitled to make available the provided information and materials for the purpose of reporting on the German Ecodesign Award and the winning submissions.

§9 Exclusion from competition proceedings | Withdrawal of the award

All information provided by the Participant must be truthful. The Organiser may exclude the Participant from the competition proceedings when the Participant has demonstrably provided false information about their company (e.g. the number of employees) or about their competition entry. On suspicion of false declarations, the Organiser is entitled to demand evidence that may exonerate the Participant. However, if an entry is presented with an award and false information is discovered only after the awards ceremony, the Organiser may withdraw the award as well as make this publicly known.

§10 Final Provisions

1. The place of fulfilment and jurisdiction is Berlin; the law of the Federal Republic of Germany shall apply exclusively.
2. Should any part of these terms and conditions, in whole or in part, be or become invalid, this shall not affect the validity of the remaining provisions. In such cases, the invalid condition will be replaced by a valid or enforceable provision that in sense and intention is as close as possible to the original condition. The same applies in the case of a loophole.