

Preamble

The UX Design Awards are an international competition for user-friendliness and design. The international competition recognizes outstanding user-oriented product solutions, services, environments and concepts in electronic and digital fields and is held on the occasion of the IFA, the global trade show for consumer- and home electronics. The UX Design Awards are implemented by IDZ Designpartner Berlin GmbH (IDZ) on behalf of the International Design Center Berlin.

§ 1 General, area of application, conclusion of contract

The following General Terms & Conditions apply to all legal relationships between IDZ Designpartner Berlin GmbH (IDZ) (hereinafter 'Organizer') and all participants (hereinafter 'Participant') in the UX Design Awards (hereinafter 'the competition'). Conditions that deviate from these General Terms & Conditions will only be effective if the Organizer confirms them in writing.

The mutual obligations of the parties arise from the separate terms of reference for the competition as well as from the corresponding price list and the provisions of the UX Design Awards special exhibition at the IFA (hereinafter 'special exhibition').

The contract for cooperation with the Organizer shall be concluded as follows: with the completion and submission of the online application form, the Participant thereby confirms their binding application to take part in the competition. The acceptance on the side of the Organizer takes place in the form of an email confirming registration, which is sent to the contact address given in the online application.

§ 2 Eligibility requirements

1. Participation in the competition that is realized by the Organizer, and in the associated special exhibition, is open to companies of all sizes, design and architectural offices, communication and PR agencies, to development and engineering offices as well as to consortia comprising of companies, science and/or academic institutions worldwide.

2. Eligible for submission are product solutions, services or environments containing digital interfaces or electronic functions, intended for businesses and end users in the following areas:

a) Finished products from industrial series production, digital solutions, services and environments (hereinafter 'product solutions'). A prerequisite for acceptance is for the submitted product solutions to have been launched no longer than two calendar years previously and at the

latest in the same year in which they are submitted for the competition.

b) Technology based product studies, pioneering interaction solutions, research projects, product or service prototypes or solutions not (yet) intended for a market entry (hereinafter 'concepts'). A prerequisite for acceptance is: The development process of the submitted concept must have begun no longer than two calendar years prior to its submission date.

Excluded from participation are product solutions or concepts that have been awarded in a previous UX Design Awards competition or its precursors Usability Award and Usability Park, provided that they have not in the meantime undergone significant changes in their function or design. If this is indeed the case, the sender must make special reference to and provide evidence for this fact in the product description.

3. Each competitor is permitted to submit up to six product solutions or concepts for the competition. Handcrafted unique pieces, purely academic or student projects and solutions devoid of digital or electronic functions are excluded from participation.

4. Exclusively individual product solutions or concepts can be registered for the competition. There is no entitlement with respect to the acceptance of product series. Counting as product series are several variants of a product solution or concept type (e.g. variations in the shape, colour, configuration) that are marketed under a common type designation. In individual cases, the decision on the acceptance of product lines to the competition will fall upon the Organizer.

5. The Participant is obliged to answer truthfully all the information requested as part of the online application. In particular, this includes information on the product, the participating companies, the contact persons and designers that participated in product / concept development. Furthermore, image materials (a preview image and up to three printable product / concept images), a description of the product / concept and of the user research implemented in the development process must be provided in either English or German. If the application documents are not completed and submitted in full, the Organizer reserves the right to exclude an application from the competition process.

6. Only those applications that are submitted in a prompt and correct fashion can take part in the competition. Deadlines will apply as stipulated on the competition website. The online application must be submitted in full by 24:00 on the cut-off date.

All image and text materials as well as additional materials submitted by the applicant in the course of the application shall be excluded from return.

7. All completed and submitted applications will take part in the jury preselection process for the determination of nominees.

8. The organizer grants an objection period of 7 working days in which the Participant may decline from the nomination, incurring no further costs. When notified of a nomination the participant is also informed about the following:

a) The Participant must communicate his declination to the organizer in written form.

b) Upon expiration of the 7 working day objection period the Participant agrees to enter the nominated submission to the competition and to cover the participation fees indicated in the price list that is valid at the time of registration.

9. All nominated submissions are obliged to participate in a second stage, namely the special exhibition and the selection of winners by the jury. The participation fee will be due upon nomination. The level of fees is taken from the price list that is valid at the time of registration. If the participation fee is not received by the Organizer within the prescribed timeframe, the Organizer reserves the right to exclude the competition entry from further participation.

10. Should a participant fail to enter a nominated original product solution or concept in a timely manner, they will be withdrawn from the competition process.

11. The Organizer may withdraw a nomination or the awarding of a prize if the participant culpably violates these Terms & Conditions, in particular § 2 item 5. No claim as to the reimbursement of already paid participation- or award fees can be made in the cases referred to in these items 9 and 10.

§ 3 Competition procedures, adjudication

1. In the competition, product solutions or concepts can be awarded the following titles: 'UX Design Award | Nominated', 'UX Design Award | Public Choice', 'UX Design Award', 'UX Design Award | Concept' and 'UX Design Award Gold'.

2. Application: Following the close of the application period, the Organizer will review all applications for their eligibility with respect to the participation requirements, and for their completeness. Only fully completed applications are permitted to participate.

Product solutions or concepts do not need to be assigned to particular product categories.

3. Jury: The Organizer is obliged to submit to the competition jury all applications that fulfil eligibility requirements. The decisions on the nomination and awarding of product solutions or concepts rests solely with the jury in its function as an independent expert panel. Decisions will be made by the jury via simple majority vote. The jury decision is final and is not subject to legal recourse.

The members of the jury will be chosen by the Organizer and announced on the competition website. The judges are obliged to abstain from voting during the evaluation of any product solution or concept in whose development they were indirectly or directly involved.

4. Granting of awards: 'UX Design Award | Nominated', 'UX Design Award', 'UX Design Award | Concept' and 'UX Design Award Gold': The selection of these awards will proceed in two stages. In closed sessions, the jury will decide on:

a) Preselection of nominees:

On the basis of all presented application documents, a limited number of product solutions or concepts from all entries registered for the competition will be nominated for further awarding. All nominees that participate in the special exhibition as well as in the second round of evaluation will receive the title 'UX Design Award | Nominated'.

b) Selection of winners:

The jury will select the winners and award the title 'UX Design Award', 'UX Design Award | Concept' and 'UX Design Award Gold' on the basis of the nominated original product solutions or concepts that have been made available for the special exhibition. The jury retains the final decision on the number of awarded titles. The award decision is taken by the independent jury members on the basis of their expertise and of the evaluation criteria published by the Organizer.

5. Granting of the title 'UX Design Award | Public Choice' In addition to the prizes awarded by the jury, an audience prize will be awarded from among the nominated product solutions or concepts. Awarding of the title 'UX Design Award | Public Choice' proceeds via a public online vote. Staff and employees from the Participant's organization or company are barred from participation in the online voting. The same applies to staff from the participant's parent company or subsidiaries.

6. All participants that are accepted to the competition will be informed by the Organizer of the outcome of the award for their submitted product solution or concept. There is no obligation to provide a justification for the decision.

7. Following the awards ceremony, the International Design Center Berlin (IDZ) is obliged to provide the prize-winners (the manufacturing companies, authors and/or the responsible design offices) with a certificate confirming the awarding of the respective prize. The winners will also receive the award logo for their use, in the form of a digital file. The use of the award logo is subject to the conditions described in the following § 4.

§ 4 Use of the logo, penalty for breach of contract

1. With the granting of the awards described in § 3 items 4 and 5 and the payment of the applicable fees, the Participant will acquire the worldwide rights for the communication of the awarded competition title and the corresponding logos.

2. In the communication of the competition title, the year of receipt of the title is to be included in the following form: 'UX Design Award [Title] [Title section, if appropriate] [Year of award].' The use of the 'UX Design Award' logo is subject to design specifications. These will be made available to the Participant by the Organizer, together with the digital logo files.

3. The right of use applies to all areas of the Participant's corporate communications, including: Proprietary company presentation (e.g. website, image brochure, internet signature, stationary, press releases), product catalogues, product packaging, sales/promotion materials, trade fair booths/presentations, advertising (print media, digital/film/AV media).

4. The global right of use applies exclusively to the awarded product solution or concept. The right of use applies to the entire product solution / concept life cycle. Counting as a life cycle is the period in which the product solution or concept is available on the market or for public use.

5. In the awarding of rights of use, it will be assumed that the Participant is the original manufacturer / author of the product solution / concept and that no third party rights are infringed by the submitted product. The use of the award title and logo by any other domestic or foreign company that is not the original manufacturer / author of the product solution / concept is permitted only following special permission from the Organizer.

The payment of the following fees to the Organizer will be required to obtain this special permit:

€ 350: UX Design Award | Nominated
€ 700: UX Design Award | Public Choice
€ 700: UX Design Award | Concept
€ 700: UX Design Award
€ 900: UX Design Award Gold

Fees refer to one nominated product solution or concept and each licensee, excluding VAT.

A renewed fee for use will also be payable when an awarded product solution or concept is marketed by the original manufacturer / author in another brand name.

6. Should the originally awarded product solution or concept undergo modification in a construction or design sense the right of use for the communication of the 'UX Design Awards' title alongside the corresponding label will apply exclusively to the originally awarded product / concept. A right of use for variants and consecutive models of an awarded product solution or concept is excluded.

7. For each individual case of improper use of the competition title or logos, the Participant is obliged to pay lump-sum damages in the amount of 10,000 EUR to IDZ Designpartner Berlin GmbH. The obligation to pay the lump-sum damages shall not apply if the Participant is not responsible for the unauthorized use. The assertion of further claims for damages by IDZ Designpartner Berlin GmbH is not affected by the assertion of the penalty. The Participant stands open to proof that minor or no damage has been caused to IDZ Designpartner Berlin GmbH by the act of infringement.

§ 5 Costs, terms of payment

1. Registration fees apply to each submission to the competition. Registration fees help to maintain formal examinations and the jury nomination process.

2. Participation fees are due upon the nomination of the submitted product solutions or concepts. The participation fees help to maintain the highest professional standards in the communication and implementation of the competition and special exhibition. These include the following services:

a) The right of use of the title UX Design Award | Nominated and of the corresponding logo

b) A basic presentation of the nominated product solution or concept in the special exhibition as well as in the online exhibition (scope: see price list)

c) Participation in the jury process for the titles UX Design Award and UX Design Award Gold.

d) Participation in the public consultation process for the audience award UX Design Award | Public Choice.

The communication and promotion services are listed in the current price list.

3. Alongside participation fees for the nomination, fees are due upon the awarding of the titles 'UX Design Award | Public Choice', 'UX Design Award', 'UX Design Award | Concept' and 'UX Design Award Gold'. The award fees secure additional communication services as well as the right of use of the awarded titles and logos for the Participant.

4. The levels of the fees and optional additional services are determined before the beginning of the competition and designated in a binding price list.

5. If a nominated original product solution or concept requires an exhibition space for presentation in the special exhibition that exceeds the scope of a basic presentation (a basic presentation is taken to mean the floor space of a free-standing product solution or concept plus a peripheral area of maximum one m²), the Organizer is entitled to charge additional costs to the Participant.

In addition, the Organizer is entitled to charge additional costs for presentation forms that necessitate greater expense and effort in comparison to a basic presentation (e.g. installation and mounting, technical extras, etc). The Organizer will estimate additional costs that may arise and, in consultation with the Participant, calculate a charge that is based on actual expenditure.

6. Fees and additional costs are due immediately upon receipt of invoice. The Participant is in default if invoices are not paid within 10 days after receipt of invoice or of an equivalent request for payment.

§ 6 Presentation of winning entries (online exhibition and special exhibition), transportation, insurance, liability

1. All nominated product solutions or concepts will be posted on the UX Design Awards website in an online exhibition for at least one year from the date of announcement of nominated product solutions or concepts. The online exhibition comprises in particular: A product / concept photo, film (if submitted) product / concept description in German and English, company logo and company website. The presentation will also make use of information provided by the participants. If it is deemed appropriate for the purposes of the presentation, the Organizer is free to shorten or, where applicable, to edit this contributed information.

2. Moreover, the nominated product solutions or concepts will be presented as original items in the special exhibition at the International Consumer Electronics Show (IFA) in Berlin.

3. The Organizer is obliged to implement a special exhibition of all nominated submissions. The Organizer will provide a power supply for each electronic or digital product / concept submission. The Participant shall have no claim of influence with regard to the overall design or arrangement of product solutions or concepts. Separate regulations shall apply in the case of a product / concept presentation that is outside of the scope of a basic presentation (see § 5 item 5). The Organizer guarantees that the special exhibition will be guarded day and night by a service employee or by a security guard, also during assembly and disassembly.

4. The Participant is responsible for the delivery and collection of the nominated original product solution or concept. Participants shall also organize the transportation and shall bear the costs for both the transportation and, where applicable, for the storage of the product solution or concept, as well as for the transportation packaging and for the insurance during transportation and for the duration of the exhibition, including assembly and disassembly periods. The location and time for delivery and collection will be determined by the Organizer and communicated to the Participant. Alternatively, if responsibility for return transportation is agreed with the Organizer, the Participant must use reusable transport packaging. The cost of return transportation plus a handling fee in the amount of 75,00 EUR excluding VAT will be borne by the Participant. If the return transportation requires increased effort on the side of the Organizer (e.g. use of personnel, material costs, transportation costs), the Organizer is entitled to charge the actual costs incurred plus a handling fee of 75,00 EUR excluding VAT to the participants. In the case of non-free return shipping, the Participant indemnifies the Organizer from any liability.

Additional services may be charged in the event of a specific application for usage by the participant. Service charges are published in the current price list.

5. Product solutions or concepts must be delivered in a form that is suitable for public presentation and for review by the jury (e.g. pre-assembled and operational). Above all, the Participant must take care to ensure that the function, manageability and user-friendliness of the presented product solutions and concepts can be assessed by the jury. For product solutions or concepts that are delivered in separate parts, assembly must take place on location either by the Participant or by a person authorized by them. The same applies for disassembly for collection.

A separate agreement between the Organizer and the Participant must be made for particularly large and bulky items.

6. The Organizer will give the Participants or a representative of their choice the opportunity to respond via phone or e-mail to potential questions of the jury members during the jury proceedings. If it is not possible to present the full functionality of a product solution or concept in the context of the special exhibition, the Participant is permitted to incorporate support in the form of audio-visual media (e.g. film footage, interactive interfaces).

7. Product solutions and concepts will be presented at the risk of the Participant. The Organizer will not provide insurance for the presented entries. If product solutions or concepts are exhibited or demonstrated in a usable and/or operational form, these must comply with the applicable legal and professional association safety regulations, in particular accident prevention regulations, and must be equipped with all legally required protection safeguards. The Participant is liable for any damages caused by the presented product solutions or concepts. The Participant indemnifies the Organizer against any claims from third parties.

8. The Participant is obliged to follow procedures as laid out by the Organizer with respect to delivery and collection dates and publication deadlines, and to make available all requested presentation materials (e.g. text, images, footage) at the appropriate time. The Organizer is entitled to publish provided materials from the product solution or concept application without the prior approval of the Participant. If provided materials are not available in the required form, quantity or quality, the Organizer shall be entitled to refrain from a presentation of the respective product solution or concept. The Participant must reimburse Designpartner Berlin GmbH for any costs incurred for subsequent preparatory measures.

§ 7 Property rights

1. For all competition proceedings, the Participant grants the Organizer non-exclusive rights of use for all provided data, images, media and information relating to the Participant and the competition entry. These rights are free of charge and without limitation as to time, place or content. This applies to any type of use in connection with the competition as well as advertising and promotion pertaining to the competition and the competition entries. If the provided materials infringe on the rights of third parties, the Participant is obliged to voluntarily provide appropriate indication in corresponding notes or comments for publication (e.g. credits for photographers, references, sources,

protection rights) when sending the relevant materials to the Organizer.

2. Upon request from the press and/or related bodies, the Organizer is entitled to make available information and materials provided for participation in the competition for the purposes of reporting on the competition and the winning submissions.

3. Upon application for the competition, the Participant expressly guarantees that no third party rights have been infringed by the submitted product solution or concept (e.g. copyrights, trademark/brand labels, samples, patents or similar) as well as no violations of public law and/or common decency.

4. The Participant must inform the Organizer immediately about any pending disputes relating to a product solution or concept submitted to the competition (notices served, competition law, patent law, trademark law, copyright provisions or equivalent). The Organizer is entitled to set a reasonable time limit for the Participant to clarify claims asserted by third parties should any judicial or extrajudicial claims be made by third parties for an already nominated or awarded product solution or concept. During this period, the Organizer is entitled to initially postpone the announcement of any awards in all media. If no clarification is provided even after the expiration of the deadline, the Organizer is entitled to permanently refuse any announcement and/or award. In such cases, there will be no refund of costs.

5. In the event of a breach of the points described in § 7 item 4, the Organizer may strip a Participant of an award as well as issue public notice of this measure. This also applies to awards that are given on the basis of false information provided by the Participant. No claim as to the reimbursement of already paid participation- or award fees can be made in the cases referred to in this item.

6. The Participant shall indemnify the Organizer against all claims by third parties that arise against the Organizer by alleged or actual infringement in connection with the submitted product solution or concept. The Participant hereby also assumes the costs for the necessary legal defense of the Organizer, including all court costs and legal fees at the statutory rate. This shall not apply only if the underlying legal violation is not the responsibility of the Participant. In the event of a claim by a third party, the Participant is also obliged to promptly, truthfully and completely to provide any information which are necessary for the verification of their claims and an appropriate legal defense.

§ 8 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.

The Organizer of the UX Design Awards is:
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