



# General Terms & Conditions

2021

## Preamble

The UX Design Awards are an international competition for user experience and design. The international competition recognizes outstanding user-centered products, services, environments, concepts and visions. 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 '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.

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 is open to companies of all sizes, design and architectural offices, communication and PR agencies, to development and engineering offices, to consortia comprising of companies,

science and/or academic institutions as well as to students and graduates worldwide.

2. Experience solutions in all application areas and industries are eligible to participate in the following competition categories:

### a) UX Design Award | Product

Market-ready and available products, services, environments – For the category "Product" entries can include, for example: Physical and digital products, services and service design projects, experiential spaces and environments. The market launch should be planned for the current competition year, or must not date back more than two calendar years at the time of submission.

### b) UX Design Award | Concept

Product prototypes, service concepts, conceptual environments – Entries for the category "Concept" can include for example: Prototypes and internal test projects (proof of concept), service concepts and conceptual environments. At the time of submission, concepts are either in the development phase, or they are not (yet) intended for a broad market launch. The realization or market introduction should be possible within a time horizon of two to five years (short term foresight). The start of the development process must not date back more than two calendar years at the time of submission.

### c) UX Design Award | Vision

Foresight concepts, advanced design studies, research projects – Visions direct our attention to the potentials and possibilities of our future. Prospective entries for the category "Vision": Studies for positive living environments of the future with a development horizon of more than 10 years (long term foresight). Solutions are sought that anticipate future scenarios at the interfaces of living and working worlds, of society and environment, of technology and interaction.

The start of the conception process must not date back more than two calendar years at the time of submission.

d) UX Design Award | New Talent

The award category "New Talent" is open to bachelor and master projects in the fields of experience design, interaction design, industrial and product design as well as service design. Eligible are students and graduates of all disciplines as well as universities worldwide. As in the professional categories, the evaluation criteria published in the competition conditions apply. Submitted projects must not date back more than two calendar years at the time of submission.

3. Excluded from participation are projects 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 project description.

4. The number of submissions is unlimited. The only exceptions are individual participants in the "New Talent" competition category, here the number of entries is limited to one project per participant. Handcrafted unique pieces devoid of digital or electronic functions are excluded from participation.

5. Exclusively individual projects 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 or concept type (e.g. variations in the shape, color, 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.

6. The Participant is obliged to answer truthfully all the information requested as part of the online application. In particular, this includes information on the project, the participating companies and designers and contact persons. Furthermore, project images (one preview image and several printable project images), a description of the project and of the user research implemented in the development process must be provided in English. If the application documents are not completed and submitted in full, the Organizer reserves the right to exclude an application from the competition process.

7. 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.

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

9. 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.

10. All nominated submissions are obliged to participate in a second stage, namely the exhibition and the selection of winners by the jury. For the second stage, the Participant agrees to submit a nominated project, alternatively appropriate digital documentation.

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.

11. Should a participant fail to enter a nominated project in a timely manner, they will be withdrawn from the competition process.

12. The Organizer may withdraw a nomination or the awarding of a prize if the participant culpably violates these Terms & Conditions, in particular § 2 item 6. No claim as to the reimbursement of already paid participation or award fees can be made in the cases referred to in these items 10 and 11.

### § 3 Competition procedures, adjudication

1. In the competition, projects can be awarded the following titles: 'UX Design Award | Nominated' and 'UX Design Award | Nominated New Talent', 'UX Design Award | Product', 'UX Design Award | Concept', 'UX Design Award | Vision', 'UX Design Award | Gold' and 'UX Design Award | Public Choice'. Furthermore, the jury can highlight projects with a 'Special Mention'.

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.

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

4. Granting of the awards 'UX Design Award | Nominated', 'UX Design Award | Nominated New Talent', 'UX Design Award | New Talent', 'UX Design Award | Product', 'UX Design Award | Concept', 'UX Design Award | Vision', '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 projects all entries registered for the competition will be nominated for further awarding. All nominees that participate in the exhibition as well as in the second round of evaluation will receive the title 'UX Design Award | Nominated', respectively 'UX Design Award | Nominated New Talent'.

b) Selection of winners:

Jury proceedings will take place before the exhibition. The jury will select the winners and award the titles 'UX Design Award | New Talent', 'UX Design Award | Product', 'UX Design Award | Concept', 'UX Design Award | Vision' and 'UX Design Award | Gold' on the basis of the nominated projects and digital documentation that have been made available for the 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 projects. 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 project. 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 trophy and 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.

8. The Organizer reserves the right to terminate the competition prematurely or to extend it at any time without prior notice and without giving reasons. This applies in particular if a proper execution of the competition cannot be guaranteed for technical, legal or factual reasons, in particular due to an insufficient number of submissions. In such a case the Organizer will refund the entry fees to the Participants. The Participants are not entitled to any further claims against the Organizer.

#### § 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 project. The right of use applies to the entire project life cycle. Counting as a life cycle is the period in which the project 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 project and that no third party rights are infringed by the submitted project.

The use of the award title and logo by any other domestic or foreign company that is not the original manufacturer / author of the project 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:

- € 450: UX Design Award | Nominated
- € 850: UX Design Award | Public Choice
- € 850: UX Design Award | Product
- € 850: UX Design Award | Concept
- € 850: UX Design Award | Vision
- € 1,250: UX Design Award | Gold

Fees refer to one nominated project and each licensee, excluding VAT.

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

6. Should the originally awarded project 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 project. A right of use for variants and consecutive models of an awarded project 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 projects. The participation fees help to maintain the highest professional standards in the communication and implementation of the competition. 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 project in the online exhibition.
- c) Participation in the jury process for the titles 'UX Design Award | New Talent', 'UX Design Award | Product', 'UX Design Award | Concept', 'UX Design Award | Vision' and 'UX Design Award | Gold'.
- d) Participation in the public voting process for the audience award 'UX Design Award | Public Choice'.

The communication and promotion services are listed in the current participant information.

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

4. 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

1. All nominated projects 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 projects. The online exhibition comprises in particular: A project photo, film (if submitted) project description, 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. In case of jury proceedings that require the Participant to provide physical entries, nominated projects must be delivered in a form that is suitable 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 projects can be assessed by the jury. For projects 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.

3. 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 project in the context of the jury session, the Participant is permitted to incorporate support in the form of audio-visual media (e.g. film footage, interactive interfaces).

4. Projects will be presented at the risk of the Participant. The Organizer will not provide insurance for the presented entries. If projects are 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 projects. The Participant indemnifies the Organizer against any claims from third parties.

5. 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 cleared materials from the project 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 project. 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 project (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 project 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 project.

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 project.

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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